

June 28, 2021

Marysville City Council Meeting  
7:00 p.m.

City Hall

**PUBLIC NOTICE:**

Pursuant to Governor Inslee’s Proclamation 20-28, to help prevent the spread of COVID-19, the City Council is conducting hybrid in-person/virtual meetings, with a limited number of in-person attendees and safety protocols in place. Virtual participation is highly encouraged. You must pre-register by 3:00 p.m. on June 28, 2021 by emailing [cityclerk@marysvillewa.gov](mailto:cityclerk@marysvillewa.gov) or calling 360-363-8000 to attend in person.

Anyone wishing to provide written or verbal public comment, must pre-register at this link [www.marysvillewa.gov/remotepubliccomment](http://www.marysvillewa.gov/remotepubliccomment) before noon on the day of the meeting.

**To listen to the meeting without providing public comment:**

Join Zoom Meeting

<https://zoom.us/j/92977133971>

Or

Dial by your location

1-888-475-4499 US Toll-free

Meeting ID: 929 7713 3971

**Call to Order**

**Invocation**

**Pledge of Allegiance**

**Roll Call**

**Approval of the Agenda**

**Presentations**

A. Strategies 360 Legislative Session Overview

**Audience Participation**

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

1. Approval of the June 7, 2021 City Council Work Session Minutes

**Consent**

2. Approval of the June 9, 2021 Claims in the amount of \$816,867.00 Paid by EFT Transactions and Check Numbers 148655 through 148776 with Check Number 148292 Voided



**Marysville City Council Meeting**  
**7:00 p.m.**

**June 28, 2021**

**City Hall**

**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



# 2021 Legislative Session Report

PRESENTED TO: City of Marysville

Monday, June 28th, 2021



# 2021 Legislative Session Overview

- Session began on January 11<sup>th</sup>, 2021 – running for 105-days, concluding April 25<sup>th</sup>, 2021.
- Biennial Budgets: Operating, Capital and Transportation approved.
  - Separately, New revenue Transportation Package did not pass in 2021, conversation will continue in 2022.
- Provided \$1 billion for rental and utility assistance.
- Provided more than \$400 million for broadband enhancement programs.
- State added \$10 million to cannabis revenue sharing. This brings the total up to \$40 million, matching what was promised to cities and counties in 2015.
- Funded remaining state-shared revenues at expected levels.
- Created a new \$20 million city assistance fund for one-time costs associated with policing and criminal justice reforms.
- Funded the Public Works Trust Fund with \$129 million for competitive loans and provided other needed infrastructure funding. This is the largest investment since the 2009-11 biennium.
- Addressed homelessness through \$175 million for the Housing Trust Fund. Nearly \$120 million in capital investments for rapid rehousing grants and housing and homelessness projects. \$42 million for utility improvement or connection grants to local entities to support affordable housing
- Significant investments made in behavioral health funding, including \$13 million to assist in the redevelopment of Compass Health's Broadway campus.



# Priority Issues

- **Cascade Industrial Center, HB 1386** – Local property tax exemption re-authorized.
- **Centennial Trail Connector** – Marysville / Lake Steven's trail connector, funded at \$515,000.
- **156th Street NE Overcrossing** – \$1M design funding request, not funded.
- **Grove Street Overcrossing** – \$24M Transportation Package advocacy / funding request, construction funding included in Sen. Hobbs' proposed package, Forward WA.



# House Bill 1386, MIC Re-Auth

HB 1386, Rep. Wicks: “Modifying the property tax exemption for the value of new construction of industrial/manufacturing facilities in targeted urban areas.”

- Expands eligibility for the targeted urban area property tax exemption (TUA Exemption) to allow any city or town to utilize the program.
- Expands eligible facilities for purposes of the TUA Exemption to include those facilities categorized with a transportation use.
- Specifies certain labor specifications that must be given priority by a city when evaluating applications for a TUA Exemption.
- Increases the average wage required for a family living wage job to \$23 and requires that health care benefits be provided for purposes of the TUA Exemption.

## Timeline:

- Public hearing in House Finance Committee: February 18<sup>th</sup>, 2021
- Vote in the House: passed; yeas, 97; nays, 0; absent, 0; excused, 1
- Public hearing in Senate Ways & Means Committee: March 15<sup>th</sup>, 2021
- Vote in the Senate: passed; yeas, 47; nays, 2 absent, 0; excused, 0
- Governor signed: May 10<sup>th</sup>, 2021 – effective date; 7/25/21





# Future Transportation Package

## Senator Hobbs' Proposed Transportation Package Details:

- **\$17.8 Billion** – plan partially funded through a statewide cap and invest program, and relies on a 9.8 cent gas tax, a statewide transportation benefit assessment, a shift of the car sales and use tax on EVs/Hybrids (starting in 2026), and other vehicle and licensing fees.
- Contains:
  - Funding for the replacement of the I-5 Columbia River Bridge.
  - Funding for a rebuild of the US 2 Trestle in Snohomish County.
  - Increased investments for special needs transit, rural mobility grants, commute trip reduction, transit fare reduction, as well as increased bike and pedestrian accessibility.
  - Billions in needed maintenance and preservation work including numerous investments for repairs to roads, highways and bridges throughout the state.
- SB 5481, SB 5481, and SB 5483 were heard in Senate Transportation Committee on April 12<sup>th</sup>, 2021.
- Executive action taken, passed out of committee on April 14<sup>th</sup>, 2021.
- No further action taken.



# Legislator Relationships

## ➤ Sponsors:

- Capital Budget Request: **Rep. Mike Sells, Senator Robinson**
- Transportation Budget Request: **Rep. Emily Wicks, Senator Robinson**

## ➤ Representation:

- **38<sup>th</sup> LD** – Rep. Emily Wicks, Rep. Mike Sells, Senator June Robinson
- **39<sup>th</sup> LD** – Rep. Carolyn Eslick, Rep. Robert Sutherland, Senator Keith Wagoner
- **44<sup>th</sup> LD** – Rep. April Berg, John Lovick, Senator Steve Hobbs



# Process Observations & Recommendations

- Developed a plan for interim activities leading up to 2021 session, including identifying bill sponsorship / bill drafting.
- Continued established process between S360 & Marysville.
- Regular/as needed communication occurred with the Mayor and City Administrator.
- Leadership trips to Olympia have worked very well and made a positive impression in the past. During the 2021 session, advocacy occurred entirely virtually due to the Capitol Campus closure.



# Looking Back

- Strategies 360 has worked for Marysville for 14 years (2007)
- Passed Three Policy Bills:
  1. PUD water system consolidation
  2. Optional local tax exemption for jobs in MIC (re-authorized in 2021)
  3. Housing of sex offenders
- Secured numerous Capital Budget Grants & Transportation Budget Grants:
  - 2017 Transportation Budget - \$500,000 for the Centennial Trail Connector – Phase 3
  - 2018 Supplemental Transportation budget - \$500,000 for design work on Grove Street Overcrossing.
  - 2018 Supplemental Capital Budget - \$500,000 funding for Olympic View Park.
  - 2019 Capital Budget - \$1 million for development and historical preservation of the Ebey Slough waterfront.
  - 2019 Capital Budget - \$305,000 for Cedar Field improvements.
  - 2019 Capital Budget - \$642,000 for Centennial Trail extension.
  - 2020 Supplemental Capital Budget - \$300,000 for Ebey Waterfront Trail.



# 2015 Transportation Package

## 2015 Connecting Washington Wins:

- \$50 million for the full interchange at SR 529 and I-5
- \$50 million for 116<sup>th</sup> St and 88<sup>th</sup> St interchanges at I-5
- \$42 million for a full interchange at 156<sup>th</sup> St and I-5
- \$34 million to improve I-5 from Marine View Drive to SR 528



# Questions?



# *Index #1*

**City Council**



**1049 State Avenue  
Marysville, WA 98270**

**Work Session  
June 7, 2021**

**Call to Order**

Mayor Nehring called the June 7, 2021 Work Session to order at 7:00 p.m.

**Pledge of Allegiance**

Mayor Nehring led the Pledge of Allegiance.

**Roll Call**

**Present:**

Mayor: Jon Nehring

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

Staff: Chief Administrative Officer (CAO) Gloria Hirashima, Finance Director Sandy Langdon, Police Chief Erik Scairpon, Public Works Director Esco Bell, City Attorney Jon Walker, Parks, Culture & Recreation Director Tara Mizell, Community Development Director Haylie Miller, City Engineer Jeff Laycock, Human Resources Manager Teri Lester, Community Information Officer (CIO) Connie Mennie, Interim Community Development Director Allan Giffen, Sgt. Chris Jones, Fire Chief Martin McFalls, Information Services Manager Worth Norton, Systems Analyst Mike Davis

**Approval of the Agenda**

**Motion** to approve the agenda moved by Councilmember Muller seconded by Councilmember James.

**AYES: ALL**

**Presentations**



1. Review Materials, Discuss, and Provide Direction to Staff for Preparation of an Ordinance for Enhanced Services Facilities to be considered at a Future Council Meeting

Interim Community Development Director Giffen introduced this item regarding Enhanced Service Facilities (ESFs) proposed regulations. The Planning Commission spent considerable time discussing this topic and is recommending allowing ESFs as a permitted use in five Commercial or Mixed Use zones, allowing ESFs as a Conditional Use in the two Multifamily zones when located within 1/4 mile of transit routes or 1/4 mile of Commercial zones and also establishing a section with regulations pertaining specifically to the operation and management of ESFs.

Per Council direction the Economic Development Committee also reviewed this item and directed staff to prepare an alternative for discussion by the full Council. The alternative would not allow ESFs as a Conditional Use in the two Multifamily zones. It would allow ESFs in Commercial and Mixed Use zones, but only when located within 1/4 mile of State Avenue or Smokey Point Blvd. It would also require a minimum separation of 1/4 mile between ESFs and would require ESFs to be located on a floor above the ground floor commercial use within the Downtown Commercial, General Commercial, and Community Business zones, but not in the Mixed Use zones. Interim Director Giffen reviewed maps showing where ESFs would be allowed under both the Planning Commission recommendation and the alternative recommendation by the Economic Development Committee. He noted that staff was requesting direction from the Council.

Councilmember James stated he has a lot of questions and concerns about this even with the alternative proposal. He spoke in support of taking time to get this right. He suggested considering excluding everything south of Grove, noting that the north end of the city near 152nd may be a good area. In general, he recommended increasing restrictions in the areas that ESFs would be allowed, knowing that they could be loosened in the future if desired.

Councilmember Muller asked about the western boundary. Interim Director Giffen explained that the map showed the boundary within 1/4 mile of either side of State Avenue, but it could be changed at Council's request. Councilmember Muller said his understanding was that it would go all the way to I-5 which would include some properties that would potentially fit this use.

Councilmember King asked about restrictions near schools. Interim Director Giffen replied there is no restriction under state law or in either of the recommendations. Councilmember King said he would like to see a buffer between ESFs and existing schools.

Council President Norton agreed with removing the Downtown Commercial zone from this due to the City's efforts to revitalize that area. She noted that it appeared Council was not ready to make a decision. There was some discussion about how to work out

the details. There was consensus that the work by the Economic Development Committee was a good starting point and that the Committee should take another look at it.

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

#### **Consent**

2. Approval of the May 25, 2021 Payroll in the Amount of \$1,457,507.92 Paid by EFT Transactions and Check Numbers 33461 through 33485
3. Approval of the May 26, 2021 Claims in the Amount of \$3,057,332.83 Paid by EFT Transactions and Check Numbers 148393 through 148510 with Check Numbers 139883 and 148289 Voided
4. Approval of the June 2, 2021 Claims in the Amount of \$2,448,109.61 Paid by EFT Transactions and Check Numbers 148511 through 148654

#### **Review Bids**

5. Consider Awarding the Schaefer Cart Purchase to General Equipment Company and Approving the Purchase Agreement in the Amount of \$401,821.23

City Engineer Laycock reviewed this Purchase Agreement with Schaefer Cart for the garbage cart purchase for the central annexation in 2022. There were no further comments or questions.

6. Consider Awarding the 2021 Pavement Preservation Project to Cadman Materials, Inc. and Approving the Contract in the Amount of \$795,592.50 and Approve a Management Reserve of \$79,559.25 for a Total Allocation of \$875,151.75

City Engineer Laycock reviewed the 2021 Pavement Presentation project on State Avenue between Grove and 80th Street and on 47th between 76th and 84th Street. Cadman Materials was the low bidder, and they have done previous overlays in the city. There were no comments or questions.

#### **Public Hearings**

7. Consider a Resolution Adopting a Six-Year Transportation Improvement Plan (2022-2027)

#### **New Business**

8. Consider the First Amendment to the Master Service Agreement with Securus Technologies

Chief Scairpon introduced Sgt. Chris Jones who discussed this topic. Sgt. Jones explained this is an extension and expansion of a current agreement the Police Department has with Securus for the phone system inside the current facility.

9. Consider the Independent Contractor Agreement with Rae Boyd APRN, BC, PLLC, for Marysville Jail Facility Medical Services

Sgt. Jones reviewed this proposed extension of the current contract with Rae Boyd who provides medical services for inmates on a case-by-case basis. This would take the contract through the end of the year.

10. Consider the Ranney Well Pump and Motor Repair and Replacement Contract with PumpTech, Inc. in the Amount of \$92,178.92

City Engineer Laycock reviewed this repair and replacement contract with PumpTech for the Ranney Well Pump.

Councilmember Muller asked about the normal life expectancy of the pump and motor. City Engineer Laycock stated he would get that information.

11. Consider the Acceptance of the 2020 Pavement Preservation Program Project with Reece Construction Company, Starting the 60-day Lien Filing Period for Project Closeout

City Engineer Laycock explained the 2020 Pavement Preservation Program project had been completed.

12. Consider the 2020 Transportation Benefit District Annual Report

City Engineer Laycock made a PowerPoint presentation regarding the 2020 Transportation Benefit District (TBD) Annual Report. He reviewed revenue and expenses and highlighted projects that were completed including pavement preservation projects; 83rd and Soper intersection improvements; and other construction, design, and planning projects. He also highlighted 2021 planned pavement preservation, street improvements, and design projects. Councilmembers asked clarification questions related to the presentation.

13. Consider a Resolution Adopting Policies and Procedures for Right-of-Way Procedures, Waiver of Appraisal Procedures and Administrative Settlement Policy

City Engineer Laycock explained this updates the City's Policies and Procedures for Right-of-Way Procedures, Waiver of Appraisal Procedures, and Administrative Settlement Policy.

14. Consider a Resolution Authorizing a \$105,000.00 Interfund Loan from the General Fund 001 to the CDBG Fund 109, and Providing a Formula for Payment of Interest

Finance Director Langdon reviewed this short-term interfund loan from the General Fund to the CDBG (Community Development Block Grant) Fund.

15. Consider a Resolution Authorizing a \$455,000.00 Interfund Loan from the General Fund 001 to the Affordable Housing Tax Fund 115, and Providing a Formula for Payment of Interest

Director Langdon reviewed this interfund loan for the purchase of housing under the Affordable Housing Tax Fund.

16. Consider a Resolution Declaring Certain Items of Personal Property to be Surplus and Authorizing the Sale and Disposal Thereof

Director Langdon reviewed technical items to be surplus to the schools.

Councilmember Richards asked how the City makes sure all the information is cleared from the equipment. Finance Director Langdon explained that the IT Department is very thorough with scrubbing the equipment.

17. Consider an Ordinance Setting Water, Sewer, and Surface Water Utility Rates and Amending Sections 14.07.060, 14.07.070, 14.19.010 and 14.19.050 of the MMC as Allowed Under Section 14.07.075

Director Langdon noted that starting in 2006 the City has done a 2% annual increase in utility rates (water, sewer and surface water). At this point a rate study is needed which will take some time. Staff is requesting that the rates continue at a 2% increase through the completion of the rate study and then consider it again after that.

Councilmember Muller brought up a concern about how the surface water fee is applied to Accessory Dwelling Units (ADUs). Director Langdon suggested including that in the rate study so the consultant can take a look at it.

18. Consider an Ordinance Amending Section 6.36.030 of the MMC to Update the Criminal Penalty for Loitering

City Attorney Walker reviewed housekeeping amendments to the MMC to update the Criminal Penalty for Loitering.

## **Legal**

### **Mayor's Business**

- He welcomed new Public Works Director Esco Bell.

- He commended the Parks, Culture and Recreation Department on the recent Poochella event.
- He participated in a panel discussion on homelessness last Thursday night with some other elected officials. It was another opportunity to brag on Marysville's embedded social worker program. People are very interested in this program.
- The Diversity Advisory Committee held a virtual forum last Thursday night which was well-received.
- He gave the final State of the City address at the Kiwanis Club.

### **Staff Business**

HR Manager Lester had no comments.

CIO Mennie had no comments.

Director Mizell had no comments.

City Attorney Walker had no comments.

Chief Scairpon:

- He reported on the police department's recent promotional and retirement ceremony last week. He announced that Asst. Chief Goldman has officially retired and will be missed.
- He also reported on new hires and noted they are actively recruiting for additional positions.
- He, Mayor Nehring and some others will be participating in the Juneteenth celebration next weekend at Comeford Park.

Director Bell said he was happy to be with the City and enjoyed his first day.

City Engineer Laycock expressed appreciation for the opportunity to serve as Interim Public Works Director and welcomed Director Bell to the position.

Chief McFalls welcomed everyone back to the in-person meeting.

Director Miller:

- She congratulated and welcomed Director Bell.
- She will be bringing a mid-year update on permit numbers next month.
- Community Development sent out letters to restaurants in the city requesting their feedback regarding food truck regulations.

Director Langdon explained that City Hall reopened last week, and all is going well.

CAO Hirashima:

- She agreed it was great to be back in person, but noted that the City stayed very busy during COVID-19.

- She thanked Council for the budget amendment approved earlier this year to address staffing needs.
- She thanked Parks for the Poochella event.
- She thanked the Public Works managers for all of their work during the gap of filling the Public Works Director position.

### **Call on Councilmembers and Committee Reports**

Councilmember Richards stated it was good to be back. Welcome to Director Bell.

Councilmember Muller:

- She commented it was good to be back.
- The LEOFF 1 Committee met last week. They approved two claims and denied one claim. They will be reviewing surrounding municipalities' LEOFF 1 codes.
- It was great to see the kids back at the spray park over Memorial Day weekend.

Councilmember King:

- He thanked Jeff Laycock for his work as Interim Public Works Director and welcomed Director Esco Bell.
- He enjoyed riding the Centennial Trail connection on his bike.
- It was great to see the kids at the spray park last week.
- Poochella was a great event.

Councilmember James:

- He welcomed Director Esco Bell.
- He sat in on the Economic Development Committee as an alternate and was blown away by all that is going on in the City.
- It is really good to be back in person.

Councilmember Vaughan:

- He noted it was great to be back, but commented on the value of what they have learned about operating remotely and more efficiently.
- He thanked staff for their work on technology and logistics for making this meeting and all the meetings happen.
- He is glad to hear the City is considering food trucks.

Councilmember Stevens welcomed Director Bell. He is looking forward to seeing everyone in person next week.

Council President Norton:

- She provided a report on the May 27 Public Safety Committee meeting.
  - The committee reviewed crime statistics in the city; details of these are included in the materials sent to Council. Citywide crime is down 17.64% compared to the four-year average. Crime levels are still operating at a low normal level.

- There have been some catalytic converter thefts recently.
- Mental health cases last year increased by 3,920%.
- They received legislative updates on the new bills that were passed in Olympia recently. In summary, this will provide some challenges for police officers.
- She welcomed Director Esco Bell.
- She thanked the IT staff for their work tonight and over the past year.
- It's great to be back in person.

## **Adjournment**

The meeting was adjourned at 8:25 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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Mayor  
Jon Nehring

# *Index #2*



**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: June 28, 2021**

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.

RECOMMENDED ACTION:  <b>The Finance and Executive Departments recommend City Council approve the June 9, 2021 claims in the amount of \$816,867.00 paid by EFT transactions and Check No.'s 148655 through 148776 with check number 148292 voided.</b>
COUNCIL ACTION:

BLANKET CERTIFICATION  
**CLAIMS**  
FOR  
**PERIOD-6**

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 **\$816,867.00 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 148655 THROUGH 148776 WITH CHECK NUMBER 148292 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 **28<sup>th</sup> DAY OF JUNE 2021.**

\_\_\_\_\_  
COUNCIL MEMBER

\_\_\_\_\_  
COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 6/9/2021 TO 6/9/2021**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
148655	PREMERA BLUE CROSS	PREMERA CLAIMS PAID 5/23-5/31/21	MEDICAL CLAIMS	133,740.30
148656	LICENSING, DEPT OF	CPL'S	INTERGOVERNMENTAL	21.00
	LICENSING, DEPT OF		INTERGOVERNMENTAL	125.00
	LICENSING, DEPT OF		INTERGOVERNMENTAL	378.00
	LICENSING, DEPT OF		INTERGOVERNMENTAL	540.00
148657	PREMERA BLUE CROSS	CLAIMS PAID 06/01-06/05/21	MEDICAL CLAIMS	45,188.25
148658	*AL'S TRUCK*	COUPLING, JIC PIPE, ADAPTERS	STORM DRAINAGE	28.84
	*AL'S TRUCK*	COUPLING, ADAPTERS, HEX BIT SOCKET SET	STORM DRAINAGE	51.89
	*AL'S TRUCK*	CRIMP FITTING	ER&R	201.99
	*AL'S TRUCK*	HOSE CRIMPING, CAP NUTS, PLUGS	EQUIPMENT RENTAL	456.81
	*AL'S TRUCK*	HYDRAULIC HOSE FITTINGS, COUPLINGS	ER&R	1,375.17
148659	ABOU-ZAKI, KAMAL	INTERPRETER SERVICES - XZ05230240MVP	COURTS	100.00
148660	AC POWER TECHNOLOGY	PUBLIC SAFETY BLDG UPS WARRANTY	COMPUTER SERVICES	1,426.64
148661	ALL BATTERY SALES &	WINDSHIELD WASHER FLUID	ER&R	118.04
148662	AMAZON CAPITAL	INMATE MEALS	DETENTION & CORRECTION	59.34
	AMAZON CAPITAL	AUDIO EQUIPMENT - COUNCIL CHAMBERS	COMPUTER SERVICES	60.83
	AMAZON CAPITAL	SUPPLIES	POLICE INVESTIGATION	81.49
148663	ARLINGTON, CITY OF	ACCT #700033.31	WATER FILTRATION PLANT	49.45
148664	ASCENDENT, LLC	HYDRANT METER	WATER-UTILITIES/ENVIRONMN	-527.05
	ASCENDENT, LLC		WATER/SEWER OPERATION	1,150.00
148665	BANG, KELLY	UB REFUND	WATER/SEWER OPERATION	158.02
148666	BENS CLEANER SALES	SWITCH, NOZZLE, SHOP SUPPLIES	MAINT OF GENL PLANT	432.53
148667	BHC CONSULTANTS	PROFESSIONAL SERVICES THROUGH 5/21/21	WASTE WATER TREATMENT	5,287.50
148668	BILLING DOCUMENT SPE	SERVICE FROM 5/3 - 5/31/21	UTILITY BILLING	2,164.69
	BILLING DOCUMENT SPE	SERVICE FROM 5/18 - 5/27/21	UTILITY BILLING	4,529.16
148669	BLAKE, BRANDON	SWAT BASIC - OTOA TRAINING	POLICE PATROL	89.25
148670	BLUE MARBLE ENV	CLEAN RECYCLING PROJECT	SOLID WASTE OPERATIONS	5,502.64
148671	BOTESCH, NASH & HALL	APPLICATION PAYMENT #2 - TI	CAPITAL EXPENDITURES	57,368.56
148672	BOYD, RAE	CONTRACT NURSE	DETENTION & CORRECTION	2,040.00
148673	BURRAGE, MICHELE	WITNESS FEE	MUNICIPAL COURTS	12.63
148674	C M HEATING	REFUND - ELECTRICAL PERMIT	COMMUNITY DEVELOPMENT	100.00
	C M HEATING	REFUND - MECHANICAL PERMIT	NON-BUS LICENSES AND	110.00
148675	CADENA, MICHAEL	INTERPRETER - 16 MARYSVILLE CASES	COURTS	125.00
148676	CAMP FIRE USA	INSTRUCTOR SERVICES	RECREATION SERVICES	144.00
148677	CARDWELL, IRATXE	INTERPRETER SERVICES - 1A0422811 MVP	COURTS	105.46
	CARDWELL, IRATXE	INTERPRETER - XZ0229553 & 1A0310860	COURTS	105.46
148678	CENTRAL WELDING SUPP	SWEATSHIRTS/HOODIES INVENTORY	ER&R	2,094.20
148679	CERRATO, OLGA	UB REFUND	WATER/SEWER OPERATION	12.84
	CERRATO, OLGA		WATER/SEWER OPERATION	465.64
148680	CNR INC	MAINTENANCE CONTRACT	COMPUTER SERVICES	1,364.54
148681	COMPASS HEALTH	EMBEDDED SOCIAL WORKER	EMBEDDED SOCIAL WORKER	16,263.20
148682	COMPTON, JASON	UB REFUND	WATER/SEWER OPERATION	310.04
148683	CONSOLIDATED TECH	IGN MONTHLY CHARGE	OFFICE OPERATIONS	350.00
148684	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	1,918.80
	CORRECTIONS, DEPT OF		DETENTION & CORRECTION	2,483.70
148685	DELL	CREDIT MEMO	IS REPLACEMENT ACCOUNTS	-4,083.44
	DELL	LAPTOP BAGS	IS REPLACEMENT ACCOUNTS	194.05
	DELL	CAR CHARGERS	IS REPLACEMENT ACCOUNTS	485.23
	DELL	DELL LATITUDE WITH DOCK/MONITORS	IS REPLACEMENT ACCOUNTS	985.25
	DELL		COMMUNITY	1,343.80
	DELL	ADVANCED WS LAPTOP	IS REPLACEMENT ACCOUNTS	3,036.80
	DELL	NAS REPLACEMENT	IS REPLACEMENT ACCOUNTS	20,672.67
148686	DICKS TOWING	TOWING 21-26167	POLICE PATROL	77.47
	DICKS TOWING	TOWING 21-26816	POLICE PATROL	77.47
	DICKS TOWING	TOWING SEDAN	POLICE PATROL	77.47
	DICKS TOWING	TOWING/WINCH 21-25742	POLICE PATROL	241.42
148687	DK SYSTEMS, INC.	LAB FOR WASTE WATER TREATMENT	WASTE WATER TREATMENT	181.06
	DK SYSTEMS, INC.	REPAIRS 1049 STAFF RD 2 R3U6	CITY HALL	837.74

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 6/9/2021 TO 6/9/2021**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
148687	DK SYSTEMS, INC.	STILLY WATER FILTRATION INLINE FAN	WATER FILTRATION PLANT	2,555.05
148688	DLT SOLUTIONS	SECURITY EXPLORER MAINT. RENEWAL	COMPUTER SERVICES	208.16
	DLT SOLUTIONS	SERVER HARDWARE.SOFTWARE RENEWAL	IS REPLACEMENT ACCOUNTS	3,989.99
148689	DOBBS PETERBILT	BRAKE PADS	ER&R	119.84
	DOBBS PETERBILT	HEATER CONTROLS W/A.C.	ER&R	164.99
	DOBBS PETERBILT	DIAGNOSE FOR J065	EQUIPMENT RENTAL	209.86
	DOBBS PETERBILT	ANTENNA, ASSEMBLY, WIRING FOR J031	EQUIPMENT RENTAL	447.25
	DOBBS PETERBILT	DIAGNOSE CHECK FOR J034	EQUIPMENT RENTAL	1,355.16
148690	DUNFORD, TARA	FINANCIAL STATEMENT PREPARATION	FINANCE-GENL	1,760.00
148691	E&E LUMBER	IRRIGATION REPAIR PARTS	ROADSIDE VEGETATION	26.48
	E&E LUMBER	FASTENERS	MAINT OF GENL PLANT	28.77
	E&E LUMBER	CLEANER, PAINT	UTIL ADMIN	30.22
	E&E LUMBER	BUSHING AND SPRAYER	WASTE WATER TREATMENT	67.02
148692	ECOLOGY, DEPT. OF	BIOSOLIDS PERMIT	UTIL ADMIN	3,859.06
148693	EVERETT, CITY OF	ANIMALS TO THE SHELTER	COMMUNITY SERVICES UNIT	1,320.00
148694	FAMILY PET MEDICAL	VET SERVICES	K9 PROGRAM	33.31
148695	FIELD INSTRUMENTS	IFM CORD SET GOODWIN HYPO SYSTEM	PUMPING PLANT	55.59
	FIELD INSTRUMENTS	SOLENOID VALVE KIT	WASTE WATER TREATMENT	974.97
148696	FOREMOST PROMOTIONS	SUPPLIES	CRIME PREVENTION	445.94
148697	FOUNTAIN PEOPLE INC	1.5" SOLENOID VALVE	PARK & RECREATION FAC	394.58
148698	GALLS, LLC	UNIFORM - VERMEULEN, A	POLICE ADMINISTRATION	52.33
	GALLS, LLC	STARS	POLICE ADMINISTRATION	73.17
	GALLS, LLC	UNIFORM - VERMEULEN, A	POLICE ADMINISTRATION	147.90
148699	GERFIN, BRYANT	SWAT BASIC - OTOA TRAINING	POLICE PATROL	89.25
148700	GRAINGER	PHOTO LUMINESCENT SAFETY SIGN	UTIL ADMIN	38.40
148701	GRANITE CONST	ASPHALT PATCHES	ROADWAY MAINTENANCE	272.74
	GRANITE CONST		ROADWAY MAINTENANCE	301.07
148702	HACH COMPANY	SODIUM THIOSULFATE	WATER QUAL TREATMENT	82.96
	HACH COMPANY		SUNNYSIDE FILTRATION	82.96
	HACH COMPANY	POCKET COLORIMETER	WATER QUAL TREATMENT	255.76
	HACH COMPANY		SUNNYSIDE FILTRATION	255.76
	HACH COMPANY	REAGENT SET, CALIBRATION KIT	WATER QUAL TREATMENT	521.93
	HACH COMPANY		SUNNYSIDE FILTRATION	521.94
148703	HAMILTON, KRISTI	WITNESS FEE	MUNICIPAL COURTS	10.56
148704	HAZEN, DANIEL EDWARD	CHAPLIN STIPEND	POLICE ADMINISTRATION	750.00
148705	HDR ENGINEERING	PROFESSIONAL SERVICES 4/25-5/22/21	GMA - STREET	995.16
	HDR ENGINEERING	PROFESSIONAL SERVICE 4/25-5/22/21	GMA - STREET	11,414.19
148706	HEWLETT PACKARD	PRINT TONER AND MAINTENANCE	SEWER MAIN COLLECTION	5.06
	HEWLETT PACKARD		STORM DRAINAGE	5.06
	HEWLETT PACKARD		PARK & RECREATION FAC	6.70
	HEWLETT PACKARD		WATER QUAL TREATMENT	8.31
	HEWLETT PACKARD		UTIL ADMIN	9.86
	HEWLETT PACKARD		COMMUNITY SERVICES UNIT	21.89
	HEWLETT PACKARD		CITY CLERK	64.52
	HEWLETT PACKARD		FINANCE-GENL	64.52
	HEWLETT PACKARD		WASTE WATER TREATMENT	84.26
	HEWLETT PACKARD		UTILITY BILLING	97.15
	HEWLETT PACKARD		MUNICIPAL COURTS	104.20
	HEWLETT PACKARD		COMPUTER SERVICES	303.19
148707	HID GLOBAL CORP	CMT ADVANTAGE 1 YR MAINTENANCE	DETENTION & CORRECTION	1,844.98
148708	HYLARIDES, LETTIE	INTERPRETER SERVICES - 9Z0548826	COURTS	100.00
	HYLARIDES, LETTIE	INTERPRETER 16 MARYSVILLE CASES	COURTS	112.50
148709	INSTRUMENT TECHNOLO	BALANCE CALIBRATION WWTP LAB	WASTE WATER TREATMENT	130.00
148710	JOHNSON, JASON & KRY	UB REFUND	WATER/SEWER OPERATION	323.14
148711	KANEHEN, GREGORY	CHAPLIN STIPEND	POLICE ADMINISTRATION	750.00
148712	KITCHENS, SEIYA	SWAT BASIC - OTOA TRAINING	POLICE PATROL	89.25
148713	KITSAP TRACTOR	BOLTS, TIRE RIMS FOR W015	SMALL ENGINE SHOP	429.05
148714	KOMMANABOINA, KISHOR	UB REFUND Item 2 - 4	WATER/SEWER OPERATION	36.86

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 6/9/2021 TO 6/9/2021**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
148715	KPG, INC PS	PROFESSIONAL SERVICES TO 5/25/21	GMA - STREET	3,163.09
148716	KUPRIYANOVA, SVETLAN	INTERPRETER SERVICES 1A0236945	COURTS	100.00
148717	LAKESIDE INDUSTRIES	EZ STREET	WATER DIST MAINS	1,054.88
148718	LAMB, GREGG & AMBER	UB REFUND	WATER/SEWER OPERATION	511.83
148719	LASTING IMPRESSIONS	HATS FOR STREETS DEPARTMENT	GENERAL	828.93
148720	LEIRA	TRAINING REGISTRATION DELANTY	POLICE TRAINING-FIREARMS	50.00
	LEIRA	TRAINING REGISTRATION	POLICE TRAINING-FIREARMS	75.00
148721	LEONARD, REMY	PROTEM SERVICE 5/27, 5/28 & 6/3	MUNICIPAL COURTS	1,110.00
148722	LES SCHWAB TIRE CTR	REPLACE FRONT TIRE V011	EQUIPMENT RENTAL	396.20
148723	LONG, CALEB	UB REFUND	WATER/SEWER OPERATION	52.77
148724	MARTINEZ, SANTIAGO	MEDICAL/ILLNESS	PARKS-RECREATION	97.00
148725	MARYSVILLE FIRE	EMERGENCY AID SERVICE	FIRE-EMS	309,449.24
148726	MARYSVILLE FIRE	INMATE MEDICAL TRANSPORT	DETENTION & CORRECTION	499.00
148727	MARYSVILLE PRINTING	SECURITY ENVELOPES	MUNICIPAL COURTS	138.83
148728	MARYSVILLE, CITY OF	8501 SOPER HILL RD	NON-DEPARTMENTAL	65.30
	MARYSVILLE, CITY OF	4123 71ST ST NE	SUNNYSIDE FILTRATION	115.04
	MARYSVILLE, CITY OF	4202 57TH DR NE	PARK & RECREATION FAC	154.11
	MARYSVILLE, CITY OF	2323 172ND ST IRRIGATION	ROADWAY MAINTENANCE	189.98
	MARYSVILLE, CITY OF	4202 59TH DR NE	PARK & RECREATION FAC	200.21
	MARYSVILLE, CITY OF	15524 SMOKEY POINT BLVD	PUBLIC SAFETY BLDG	200.76
	MARYSVILLE, CITY OF	UTILITY 4020 71ST AVE NE	SUNNYSIDE FILTRATION	301.84
	MARYSVILLE, CITY OF	6302 152ND ST NE IRRIGATION	PARK & RECREATION FAC	397.78
	MARYSVILLE, CITY OF	6302 152ND ST NE	PARK & RECREATION FAC	564.01
148729	MATTIX, SAMUEL	INTERPRETER SERVICES - LAOTIAN	COURTS	100.00
148730	MCMaster-CARR	TOOLS/STRAINER PARTS FOR HEADWORKS	WASTE WATER TREATMENT	470.78
148731	MOBILEGUARD, INC.	TEXT MESSAGE ARCHIVING	CRIME PREVENTION	7.85
	MOBILEGUARD, INC.		COMMUNITY SERVICES UNIT	7.85
	MOBILEGUARD, INC.		PROPERTY TASK FORCE	7.85
	MOBILEGUARD, INC.		RECREATION SERVICES	7.85
	MOBILEGUARD, INC.		LEGAL-GENL	7.85
	MOBILEGUARD, INC.		PERSONNEL ADMINISTRATION	7.85
	MOBILEGUARD, INC.		SOLID WASTE CUSTOMER	7.85
	MOBILEGUARD, INC.		FACILITY MAINTENANCE	7.85
	MOBILEGUARD, INC.		MUNICIPAL COURTS	15.70
	MOBILEGUARD, INC.		COMMUNITY	15.70
	MOBILEGUARD, INC.		YOUTH SERVICES	23.55
	MOBILEGUARD, INC.		OFFICE OPERATIONS	23.55
	MOBILEGUARD, INC.		COMMUNITY SERVICES UNIT	23.55
	MOBILEGUARD, INC.		WATER QUAL TREATMENT	23.55
	MOBILEGUARD, INC.		PARK & RECREATION FAC	31.40
	MOBILEGUARD, INC.		GENERAL	31.40
	MOBILEGUARD, INC.		CUSTODIAL SERVICES	31.40
	MOBILEGUARD, INC.		LEGAL - PROSECUTION	39.25
	MOBILEGUARD, INC.		EXECUTIVE ADMIN	47.10
	MOBILEGUARD, INC.		STORM DRAINAGE	47.10
	MOBILEGUARD, INC.		COMMUNITY	54.95
	MOBILEGUARD, INC.		DETENTION & CORRECTION	54.95
	MOBILEGUARD, INC.		POLICE INVESTIGATION	62.80
	MOBILEGUARD, INC.		WASTE WATER TREATMENT	78.50
	MOBILEGUARD, INC.		ENGR-GENL	86.35
	MOBILEGUARD, INC.		UTIL ADMIN	94.20
	MOBILEGUARD, INC.		COMPUTER SERVICES	96.14
	MOBILEGUARD, INC.		POLICE ADMINISTRATION	141.30
	MOBILEGUARD, INC.		POLICE PATROL	416.05
148732	MOTOR TRUCKS	AUTO SLACK ADJUSTERS	EQUIPMENT RENTAL	405.16
148733	NAPA AUTO PARTS	RAIN X CLEANER	STREET CLEANING	14.43
	NAPA AUTO PARTS	FUEL FILTER	EQUIPMENT RENTAL	41.40
	NAPA AUTO PARTS	12 CASES OF DEITEM 2 - 5	ROADSIDE VEGETATION	117.91

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 6/9/2021 TO 6/9/2021**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
148733	NAPA AUTO PARTS	OIL/AIR/FUEL FILTERS	ER&R	354.73
148734	NATIONAL BARRICADE	CONES	POLICE PATROL	606.06
148735	NCSI	VOLUNTEER SCREENING MAY 2021	PERSONNEL ADMINISTRATION	18.50
	NCSI	EMPLOYMENT SCREENING MAY 2021	PERSONNEL ADMINISTRATION	185.00
148736	NELSON PETROLEUM	ENGINE OIL AND FLUID TRACTOR OIL	ER&R	2,251.46
148737	NELSON, FRANKLIN	SWAT BASIC - OTOA TRAINING	POLICE PATROL	89.25
148738	OFFICE DEPOT	OFFICE SUPPLIES	POLICE PATROL	5.89
	OFFICE DEPOT		POLICE PATROL	52.78
	OFFICE DEPOT		POLICE PATROL	56.81
	OFFICE DEPOT		COMMUNITY	57.87
	OFFICE DEPOT		POLICE PATROL	58.52
	OFFICE DEPOT		POLICE ADMINISTRATION	65.53
	OFFICE DEPOT		POLICE ADMINISTRATION	82.11
	OFFICE DEPOT		POLICE PATROL	105.56
	OFFICE DEPOT		POLICE PATROL	144.23
	OFFICE DEPOT		POLICE PATROL	214.40
	OFFICE DEPOT		POLICE ADMINISTRATION	236.68
	OFFICE DEPOT		PERSONNEL ADMINISTRATION	364.32
148739	OLIPHANT, GINGER	ZUMBA WITHDRAWAL	PARKS-RECREATION	10.00
148740	PACIFIC POWER BATTER	BATTERIES	POLICE PATROL	142.31
148741	PACIFIC TOPSOILS	BRUSH HAUL OFF - DUMP	ROADSIDE VEGETATION	285.60
	PACIFIC TOPSOILS		ROADSIDE VEGETATION	285.60
	PACIFIC TOPSOILS		ROADSIDE VEGETATION	306.00
	PACIFIC TOPSOILS		ROADSIDE VEGETATION	306.00
	PACIFIC TOPSOILS		ROADSIDE VEGETATION	306.00
148742	PETTY CASH- POLICE	SUPPLIES	CRIME PREVENTION	43.70
148743	PLATT ELECTRIC	SPLICES FOR EFFLUENT WIRE	WASTE WATER TREATMENT	186.33
148744	PUD	ACCT #200998532	PARK & RECREATION FAC	14.74
	PUD	ACCT #201931193	PARK & RECREATION FAC	14.74
	PUD	ACCT #202791166	PUMPING PLANT	15.04
	PUD	ACCT #201380995	PUMPING PLANT	16.20
	PUD	ACCT #204933311	PUMPING PLANT	17.58
	PUD	ACCT #221303498	STREET LIGHTING	24.17
	PUD	ACCT #202220760	GOLF ADMINISTRATION	33.93
	PUD	ACCT #220153100	TRANSPORTATION	40.19
	PUD	ACCT #202368536	TRANSPORTATION	41.17
	PUD	ACCT #202183679	TRANSPORTATION	44.08
	PUD	ACCT #202102190	TRANSPORTATION	46.67
	PUD	ACCT #220298624	STREET LIGHTING	49.50
	PUD	ACCT #200800704	STREET LIGHTING	49.99
	PUD	ACCT #200869303	TRANSPORTATION	55.88
	PUD	ACCT #202490637	SEWER LIFT STATION	91.75
	PUD	ACCT #202572327	STREET LIGHTING	94.34
	PUD	ACCT #202689105	WASTE WATER TREATMENT	102.00
	PUD	ACCT #202294336	STREET LIGHTING	105.42
	PUD	ACCT #202030078	TRANSPORTATION	129.34
	PUD	ACCT #220731285	STREET LIGHTING	141.69
	PUD	ACCT #200084150	TRANSPORTATION	192.07
	PUD	ACCT #201639630	GOLF ADMINISTRATION	453.04
148745	PUGET SOUND ENERGY	ACCT #220002768939	PUBLIC SAFETY BLDG	13.22
	PUGET SOUND ENERGY	ACCT #220015485380	OPERA HOUSE	35.61
	PUGET SOUND ENERGY	ACCT #220015485349	OPERA HOUSE	43.11
	PUGET SOUND ENERGY	ACCT #220015485703	OPERA HOUSE	48.45
	PUGET SOUND ENERGY	ACCT #200007052364	MAINT OF GENL PLANT	52.74
	PUGET SOUND ENERGY	ACCT #200007781657	GOLF ADMINISTRATION	90.23
	PUGET SOUND ENERGY	ACCT #200004804056	COURT FACILITIES	97.43
	PUGET SOUND ENERGY	ACCT #200023493808	CITY HALL	126.20
	PUGET SOUND ENERGY	ACCT #220009207845	OPERA HOUSE	128.77

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 6/9/2021 TO 6/9/2021**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
148745	PUGET SOUND ENERGY	ACCT #200013812314	MAINT OF GENL PLANT	186.96
	PUGET SOUND ENERGY	ACCT #200010703029	PUBLIC SAFETY BLDG	306.32
148746	REECE TRUCKING	RETAINAGE ON PAY ESTIMATE #5	ARTERIAL STREETS	-635.34
	REECE TRUCKING	PAVEMENT/ASPHALT GRINDING	ROADWAY MAINTENANCE	4,000.00
	REECE TRUCKING	RETAINAGE ON PAY ESTIMATE #5	ARTERIAL STREET-GENL	12,706.80
148747	RICKER, KIM	JUROR EXPENSE - FOOD	MUNICIPAL COURTS	11.02
148748	RODDA	PAINTER SPRAY TIPS	TRAFFIC CONTROL DEVICES	131.05
	RODDA	WHITE PAINT	TRAFFIC CONTROL DEVICES	549.77
148749	ROY ROBINSON	OIL PRESSURE SENSOR AND FILTER P154	EQUIPMENT RENTAL	71.45
148750	SAFEGUARD	CHECKS	MUNICIPAL COURTS	334.56
148751	SALON VINTAGE LLC	REFUND BUSINESS LICENSE	GENL FUND BUS LIC &	65.00
148752	SANMIGUEL, SHELLEY	SWAT BASIC - OTOA TRAINING	POLICE PATROL	89.25
148753	SANMIGUEL, TARALEE		POLICE PATROL	89.25
148754	SEATOWN ELECTRIC	REFUND PLUMBING PERMIT	NON-BUS LICENSES AND	150.00
148755	SHRED-IT US	ON-SITE REGULAR SERVICE 05/21/21	CITY CLERK	5.55
	SHRED-IT US		UTILITY BILLING	5.55
	SHRED-IT US	MONTHLY SHREDDING SERVICE	EXECUTIVE ADMIN	11.19
	SHRED-IT US		LEGAL - PROSECUTION	11.20
148756	SMITH, BRAD	REPLACED PANTS/TRAVEL	K9 PROGRAM	86.95
	SMITH, BRAD		POLICE PATROL	450.57
148757	SNOHOMISH CO 911	DISPATCH SERVICES	COMMUNICATION CENTER	88,026.43
148758	SOUND PUBLISHING	PUBLICATION OF ORDINANCE 3182 & 3183	CITY CLERK	60.20
148759	SOUND SAFETY	UNIFORM REPLACEMENT - JENSEN	UTIL ADMIN	182.90
148760	STAPLES	OFFICE SUPPLIES	PERSONNEL ADMINISTRATION	55.46
	STAPLES	PAPER, INK, POST-ITS	MUNICIPAL COURTS	1,942.98
148761	STRONG, ZACH	CREDIT FOR FOOTBALL ADULT GAME	PARKS-RECREATION	155.00
148762	SYSAVATH, DEREK & MA	UB REFUND	WATER/SEWER OPERATION	28.50
148763	TACOMA SCREW PRODUCT	NUTS, BOLTS, SCREWS, CONNECTORS	EQUIPMENT RENTAL	68.82
148764	TAYLOR, DAVID	SWAT BASIC - OTOA TRAINING	POLICE PATROL	89.25
148765	TIRE DISPOSAL & RECY	TIRES & RIM DISPOSAL FEE	ROADSIDE VEGETATION	942.14
148766	TRANSPO GROUP	PROFESSIONAL SERVICES THROUGH 4/30/21	GMA - STREET	6,261.25
148767	UNIT PROCESS COMPANY	SIEMENS SENSOR - HEADWORKS	WASTE WATER TREATMENT	420.81
148768	UNITED PARCEL SERVIC	SHIPPING & LATE FEE	POLICE PATROL	39.18
148769	US MOWER	MOWER BLADE KIT	STORM DRAINAGE	420.31
148770	VERIZON	WIRELESS MODEMS	COMMUNITY SERVICES UNIT	160.39
	VERIZON	AMR LINES	METER READING	294.86
	VERIZON	WIRELESS MODEMS	OFFICE OPERATIONS	480.12
	VERIZON		POLICE PATROL	2,401.23
148771	WA WILDLIFE & REC	2021 WWRC MEMBERSHIP	PARK & RECREATION FAC	750.00
148772	WARD, WILLIAM	UB REFUND	WATER/SEWER OPERATION	165.16
148773	WHEELER, JED		WATER/SEWER OPERATION	201.65
148774	WHISTLE WORKWEAR	UNIFORM - SCOFIELD & MARJERUS	CUSTODIAL SERVICES	103.75
	WHISTLE WORKWEAR		CUSTODIAL SERVICES	131.40
	WHISTLE WORKWEAR	WASHED LOGGER	GENERAL	133.37
	WHISTLE WORKWEAR	UNIFORM - SCOFIELD & MARJERUS	CUSTODIAL SERVICES	330.01
148775	WILDER CUSTOM CONS	LOBBY REMODEL PW BUILDING	UTIL ADMIN	9,563.75
148776	ZIPLY FIBER	FRONTIER POTS LINES	CITY HALL	57.56
	ZIPLY FIBER		POLICE ADMINISTRATION	57.59
	ZIPLY FIBER		POLICE PATROL	57.59
	ZIPLY FIBER		COMMUNICATION CENTER	57.59
	ZIPLY FIBER		UTILITY BILLING	57.59
	ZIPLY FIBER		GENERAL	57.59
	ZIPLY FIBER		GOLF ADMINISTRATION	57.59
	ZIPLY FIBER	ACCT #3606534741	WASTE WATER TREATMENT	58.15
	ZIPLY FIBER	ACCT #3606580924	PUBLIC SAFETY BLDG	61.44
	ZIPLY FIBER	ACCT #4253359912	SUNNYSIDE FILTRATION	67.52
	ZIPLY FIBER	ACCT #3606585292	PERSONNEL ADMINISTRATION	73.87
	ZIPLY FIBER	ACCT #3606537208	OPERA HOUSE	81.98

DATE: 6/9/2021  
 TIME: 3:42:02PM

**CITY OF MARYSVILLE  
 INVOICE LIST  
 FOR INVOICES FROM 6/9/2021 TO 6/9/2021**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
148776	ZIPLY FIBER	FRONTIER POTS LINES	COMMUNITY	115.17
	ZIPLY FIBER		DETENTION & CORRECTION	115.17
	ZIPLY FIBER		OFFICE OPERATIONS	115.17
	ZIPLY FIBER		COMMUNITY CENTER	115.17
	ZIPLY FIBER		GOLF ADMINISTRATION	115.17
	ZIPLY FIBER	ACCT #3606575532	OPERA HOUSE	203.93
	ZIPLY FIBER	FRONTIER POTS LINES	RECREATION SERVICES	230.34
	ZIPLY FIBER		WASTE WATER TREATMENT	287.93
	ZIPLY FIBER		UTIL ADMIN	287.93
	ZIPLY FIBER	ACCT #3606585292	MUNICIPAL COURTS	295.50

**WARRANT TOTAL: 817,054.52**

**CHECKS LOST/DAMAGED                      LESS VOIDED CHECK 148292                      (187.52)**

**REASON FOR VOIDS:**

**INITIATOR ERROR**

**CHECK LOST/DAMAGED**

**UNCLAIMED PROPERTY**

**WARRANT TOTAL: \$816,867.00**



# *Index #3*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: June 28, 2021**

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

**RECOMMENDED ACTION:**

The Finance and Executive Departments recommend City Council approve the June 10, 2021 in the amount \$1,579,559.14, paid by EFT Transactions and Check No. 33486 through 33512.

**COUNCIL ACTION:**

# *Index #4*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: June 28, 2021**

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.

RECOMMENDED ACTION:  <b>The Finance and Executive Departments recommend City Council approve the June 16, 2021 claims in the amount of \$739,577.77 paid by EFT transactions and Check No.'s 148777 through 148896.</b>
COUNCIL ACTION:

BLANKET CERTIFICATION  
**CLAIMS**  
FOR  
**PERIOD-6**

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 **\$739,577.77 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 148777 THROUGH 148896**, 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 **28<sup>th</sup> DAY OF JUNE 2021.**

\_\_\_\_\_  
COUNCIL MEMBER

\_\_\_\_\_  
COUNCIL MEMBER

\_\_\_\_\_  
COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

\_\_\_\_\_  
COUNCIL MEMBER

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 6/16/2021 TO 6/16/2021**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
148777	PREMERA BLUE CROSS	PREMERA CLAIMS PAID 6/6 - 6/12/21	MEDICAL CLAIMS	27,370.13
148778	BENEFIT COORDINATORS	JULY 2021 DENT/ADMIN/VIS/MED PREMIUMS	MEDICAL CLAIMS	130,433.15
148779	AKTIVOV LLC	DATABASE CLEAN UP	UTIL ADMIN	1,639.50
148780	ALBERTO, KRISTINE	REFUND ULTIMATE SPORTS CAMP	PARKS-RECREATION	95.00
148781	AM TEST INC	NPDES PRIORITY PLOOUTANT SCAN	WASTE WATER TREATMENT	965.00
148782	AMAZON CAPITAL	CREDIT FOR DIGITAL TEMPERATURE METER	ROADSIDE VEGETATION	-79.95
	AMAZON CAPITAL	SHIRT FOLDING BOARD	PURCHASING/CENTRAL	21.85
	AMAZON CAPITAL	MIRACLE GRO PLANT FOOD	PARK & RECREATION FAC	95.28
	AMAZON CAPITAL	OFFICE SUPPLIES	PUBLIC HEALTH EXPENSE	235.21
	AMAZON CAPITAL	DIGITAL TEMPERATURE METER	ROADSIDE VEGETATION	310.40
148783	AMERICAN SOCCER COMP	SOCCER EQUIPMENT	GENERAL FUND	-21.34
	AMERICAN SOCCER COMP		RECREATION SERVICES	250.79
148784	ARAGON, KATHERINE &	UB REFUND	WATER/SEWER OPERATION	53.97
148785	ARAMARK UNIFORM	UNIFORM CLEANING	SMALL ENGINE SHOP	6.56
	ARAMARK UNIFORM		SMALL ENGINE SHOP	6.56
	ARAMARK UNIFORM		SMALL ENGINE SHOP	6.56
	ARAMARK UNIFORM		EQUIPMENT RENTAL	58.14
	ARAMARK UNIFORM		EQUIPMENT RENTAL	58.14
	ARAMARK UNIFORM		EQUIPMENT RENTAL	59.62
148786	ARLINGTON HARDWARE	2021 BOOT EXCHANGE - NEWMAN	GENERAL	54.60
148787	ASSOC OF SHERIFFS	WASPC SPRING CONF-SCAIRPON/LAWLESS	POLICE TRAINING-FIREARMS	600.00
148788	BALL, GARY D	UB REFUND	WATER/SEWER OPERATION	38.02
148789	BANK OF AMERICA	TRAINING	POLICE TRAINING-FIREARMS	204.00
148790	BANK OF AMERICA	SUPPLIES/ADVERTISING	UTIL ADMIN	325.00
	BANK OF AMERICA		WASTE WATER TREATMENT	1,015.46
148791	BARTON, COLLEEN	UB REFUND	WATER/SEWER OPERATION	233.66
148792	BENS CLEANER SALES	BLOWER FAN FOR #M009	EQUIPMENT RENTAL	266.62
148793	BHC CONSULTANTS	PROFESSIONAL SERVICES 4/24 - 5/21/21	SEWER CAPITAL PROJECTS	12,368.75
148794	BILLING DOCUMENT SPE	BILL PRINTING 6/1 TO 6/4/21	UTILITY BILLING	1,753.14
148795	BLUETARP FINANCIAL	SUBSCRIPTION	ROADWAY MAINTENANCE	39.99
148796	BROOKS, DIANE E	INSTRUCTOR SERVICE	RECREATION SERVICES	96.00
	BROOKS, DIANE E		RECREATION SERVICES	264.00
148797	BRUNSDON, HARRY	UB REFUND	WATER/SEWER OPERATION	23.20
148798	CASCADE COLUMBIA	PAX XL-8 AND ENV SURCHARGE	WASTE WATER TREATMENT	13,060.72
	CASCADE COLUMBIA		WASTE WATER TREATMENT	13,307.94
	CASCADE COLUMBIA		WASTE WATER TREATMENT	13,572.40
148799	CAYLOR, KENNETH	UB REFUND	WATER/SEWER OPERATION	187.52
148800	CENTRAL WELDING SUPP	DUCT TAPE	ER&R	77.06
	CENTRAL WELDING SUPP	EAR MUFFS	ER&R	152.54
	CENTRAL WELDING SUPP	EAR PLUGS	ER&R	174.88
	CENTRAL WELDING SUPP	INVENTORY SUPPLIES	ER&R	402.28
148801	CHAMPION BOLT	SHELVING ANCHORS, TORNADO ASSEMBLY	WASTE WATER TREATMENT	217.38
148802	CHRISTENSEN, JAY	UB REFUND	WATER/SEWER OPERATION	20.84
148803	CLEAN CUT TREE & STU	TREE REMOVAL DEERING PARK	PARK & RECREATION FAC	1,093.00
148804	COASTAL FARM & HOME	WEED & FEED BAGS	STREET CLEANING	59.01
148805	COLLINS-CARMICHAEL,L	REFUND ZUMBA CLASS	PARKS-RECREATION	40.00
	COLLINS-CARMICHAEL,L	REFUND TENNIS CLASS	PARKS-RECREATION	45.00
148806	COOP SUPPLY	PUMP SPRAYER	PARK & RECREATION FAC	65.57
148807	DAILY JOURNAL OF COM	LEGAL ADVERTISEMENT	GENL GVRNMNT SERVICES	627.80
148808	DAVIS DOOR	BAY DOOR SERVICE	MAINT OF GENL PLANT	3,832.06
148809	DEGROOT, GRACE	UB REFUND	GARBAGE	21.93
148810	DK SYSTEMS, INC.	REPLACE HP #6 FOR PW ADMIN BLDG	UTIL ADMIN	2,908.80
148811	DONNOE & ASSOCIATES	CUSTODY CORPORAL TEST MATERIAL	POLICE ADMINISTRATION	660.00
148812	E&E LUMBER	FASTENERS FOR JENNINGS BATHROOM	PARK & RECREATION FAC	8.69
	E&E LUMBER	CAC TREATED MAILBOX REPAIRED	ROADSIDE VEGETATION	22.19
148813	EAGLE FENCE	GATE /FENCE AT 88TH ST LIFT STATION	SEWER LIFT STATION	7,727.67
148814	ECOLOGY, DEPT. OF	PUGET SOUND STUDIES	STORM DRAINAGE	30,821.00
148815	ESRI	3 YR LICENSE AGREEMENT FEE	UTIL ADMIN	49,185.00

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148816	EVERETT OFFICE	TABLE/DESK FOR SONU'S OFFICE	UTIL ADMIN	344.30
148817	EVERETT TIRE & AUTO	TIRES FOR FLEET INVENTORY	ER&R	1,194.02
148818	EVERETT, CITY OF	LAB ANALYSIS	WASTE WATER TREATMENT	1,263.60
148819	FEI	LF M/CHAMBER 30MC2 100CF-2	WATER SERVICES	3,062.52
148820	FOUNTAIN PEOPLE INC	VALVE/SOLENOIDS FOR SPRAY PARK	PARK & RECREATION FAC	4,143.57
148821	GEOTEST SERVICES INC	PERIOD ENDING 5/31/21	GMA - STREET	12,275.90
148822	GOBLE SAMPSON ASSOC	WASTE WATER PARTS/SHIPPING FEE	WASTE WATER TREATMENT	21,158.08
148823	GOVCONNECTION INC	PANASONIC TOUGHPAD	METER READING	3,757.68
148824	GRAINGER	SAFETY SIGN VINYL	WATER QUAL TREATMENT	5.03
	GRAINGER	STRETCH WRAP FOR SHIPPING	PURCHASING/CENTRAL	23.73
	GRAINGER	STEEL LAWN RAKE	ER&R	80.92
	GRAINGER	MISC. INVENTORY SUPPLIES	ER&R	100.49
	GRAINGER	SANITATION TRUCK AIR FRESHENERS	SOLID WASTE OPERATIONS	130.78
	GRAINGER	BATTERIES, INSECT SPRAY, TAPE	ER&R	205.56
	GRAINGER	DRINK MIX ELECTROLYTE POWDER	MAINT OF GENL PLANT	483.96
	GRAINGER	FAST PACK SPILL KIT	ER&R	598.87
148825	GRANITE CONST	ASPHALT PATCHES	ROADWAY MAINTENANCE	244.42
148826	GRAY AND OSBORNE	PROFESSIONAL SERVICE 4/25 - 5/22/21	STORM DRAINAGE	235.65
	GRAY AND OSBORNE		SURFACE WATER CAPITAL	15,570.23
148827	GREAT WESTERN REC	BENCH, WASTE RECEPTACLE	PARK & RECREATION FAC	4,563.28
	GREAT WESTERN REC	CEDAR FIELD PLAYGROUND BENCHES	PARK & RECREATION FAC	10,634.89
148828	GRIFFEN, CHRIS	PROFESSIONAL SERVICE - PUBLIC DEF	PUBLIC DEFENSE	225.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	262.50
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
148829	HD FOWLER COMPANY	CREDIT I5788022	NON-DEPARTMENTAL	-149.83
	HD FOWLER COMPANY	THREAD SEALANT, TAPE, PIPE WRENCH	PARK & RECREATION FAC	84.99
	HD FOWLER COMPANY	MISC. PARTS FOR KBCC DEMO	NON-DEPARTMENTAL	257.61
	HD FOWLER COMPANY	LATCHING SOL RAIN BIRD	NON-DEPARTMENTAL	419.66
	HD FOWLER COMPANY	MARKING PAINT, PENTAGON KEY, WRENCH	ER&R	742.08
	HD FOWLER COMPANY	MISC. PARTS FOR DEMO KBCC	NON-DEPARTMENTAL	1,201.58
148830	HEBERT, TRACIE J	UB REFUND	WATER/SEWER OPERATION	87.85
148831	HERC RENTALS INC	MINI EXCAVATOR	NON-DEPARTMENTAL	5,001.58
	HERC RENTALS INC	EXCAVATOR RENTAL	NON-DEPARTMENTAL	6,235.58
148832	HOME DEPOT USA	42 GALLON CONTRACTOR BAGS	ER&R	294.78
148833	HOME DEPOT USA	JANITORIAL SUPPLIES - WWTP	WASTE WATER TREATMENT	33.77
	HOME DEPOT USA	FIRST AID KITS - FLEET INVENTORY	ER&R	126.00
	HOME DEPOT USA	JANITORIAL SUPPLIES - WWTP	WASTE WATER TREATMENT	191.14
	HOME DEPOT USA	JANITORIAL SUPPLIES - COURT	COURT FACILITIES	204.76
	HOME DEPOT USA	JANITORIAL SUPPLIES - SANITATION	SOLID WASTE OPERATIONS	223.35
	HOME DEPOT USA	JANITORIAL SUPPLIES - CITY HALL	CITY HALL	370.46
	HOME DEPOT USA	JANITORIAL SUPPLIES - PW ADMIN/CD	UTIL ADMIN	393.21
	HOME DEPOT USA	JANITORIAL SUPPLIES - PUBLIC SAFETY	PUBLIC SAFETY BLDG	450.93
	HOME DEPOT USA	JANITORIAL SUPPLIES - PW MAINT	MAINT OF GENL PLANT	460.23
148834	JAY A STONE & CHRIST	UB REFUND	WATER/SEWER OPERATION	236.53
148835	KELLER SUPPLY COMPAN	PRES TANK W/SLOAN - PW RESTROOM	MAINT OF GENL PLANT	220.42
148836	KIM, JAMIE S.	PROFESSIONAL SERVICE - PUBLIC DEF	PUBLIC DEFENSE	300.00
148837	KORNELIUSSEN, DONNA	UB REFUND	WATER/SEWER OPERATION	207.35
148838	LAB/COR, INC.	LAB ANALYSIS	STORM DRAINAGE	120.00
148839	LASTING IMPRESSIONS	EMBROIDERED LOGOS	OPERA HOUSE	105.54
	LASTING IMPRESSIONS		COMMUNITY CENTER	150.00
	LASTING IMPRESSIONS	SWEATSHIRTS, T-SHIRTS INVENTORY	ER&R	2,707.36
148840	LES SCHWAB TIRE CTR	TRACTION CAP DRIVE AXLE TIRES	ER&R	1,101.52
	LES SCHWAB TIRE CTR	TIRE REPLACEMENT FOR #H008	EQUIPMENT RENTAL	1,731.15
148841	LOOMIS	ARMORED TRUCK SERVICE	COMMUNITY	67.79

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148841	LOOMIS	ARMORED TRUCK SERVICE	UTIL ADMIN	67.79
	LOOMIS		UTILITY BILLING	135.58
	LOOMIS		GOLF ADMINISTRATION	176.69
	LOOMIS		POLICE ADMINISTRATION	271.16
	LOOMIS		MUNICIPAL COURTS	271.16
148842	LOWES HIW INC	SCREWS	PARK & RECREATION FAC	18.30
	LOWES HIW INC	FLEX SEAL, TAPE	MAINT OF GENL PLANT	40.40
	LOWES HIW INC	SUPPLIES FOR OPERA HOUSE	OPERA HOUSE	67.63
148843	MARYSVILLE, CITY OF	6621 GROVE ST IRRIGATION	PARK & RECREATION FAC	197.57
	MARYSVILLE, CITY OF	1635 GROVE ST	PUBLIC SAFETY BLDG	2,673.85
148844	MITCHELL 1	RENEWAL FEE SHOP SOFTWARE	EQUIPMENT RENTAL	1,888.70
148845	MORCZEK, JEFF	UB REFUND	WATER/SEWER OPERATION	39.09
148846	MORGAN SOUND	COUNCIL AUDIO TROUBLESHOOTING	COMPUTER SERVICES	400.15
148847	MOUNTAIN MIST	WATER COOLER/ BOTTLED WATER	WASTE WATER TREATMENT	16.68
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	16.69
	MOUNTAIN MIST		SEWER MAIN COLLECTION	16.69
148848	MUMM, TRACY	REFUND SUNSHINE PRESCHOOL	PARKS-RECREATION	125.00
148849	NAPA AUTO PARTS	MISC. SHOP SUPPLIES	SMALL ENGINE SHOP	32.01
	NAPA AUTO PARTS	OIL/AIR FILTER FLEET INVENTORY	ER&R	124.88
	NAPA AUTO PARTS	OIL/AIR FILTERS, ROUND MIRRORS	ER&R	523.77
	NAPA AUTO PARTS	DEF FLUID FOR SANITATION	SOLID WASTE OPERATIONS	918.12
148850	NORTH COAST ELECTRIC	PILOT LIGHT MOUNTING RING	PUMPING PLANT	38.99
148851	NORTH SOUND EMERG	INMATE MEDICAL CARE	DETENTION & CORRECTION	1,275.00
148852	NORTHSTAR CHEMICAL	SODIUM HYDROCHLORITE	WATER FILTRATION PLANT	1,117.20
148853	OFFICE DEPOT	CLOCK, STAPLER, PRINTER TONER	ENGR-GENL	13.66
	OFFICE DEPOT		UTIL ADMIN	96.51
148854	OLASON, MONICA	INSTRUCTOR PAYMENT	RECREATION SERVICES	1,590.00
148855	OREILLY AUTO PARTS	OIL FILTER FOR #J065	EQUIPMENT RENTAL	38.41
148856	OTAK	PROFESSIONAL SERVICE 5/1 - 5/28/21	GMA - STREET	19,871.33
148857	PETROCARD SYSTEMS	FUEL CONSUMED	STORM DRAINAGE	39.86
	PETROCARD SYSTEMS		DEVELOPMENT SERVICES	107.72
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	198.21
	PETROCARD SYSTEMS		COMMUNITY	248.64
	PETROCARD SYSTEMS		PARK & RECREATION FAC	1,117.35
	PETROCARD SYSTEMS		GENERAL	3,062.26
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	4,437.95
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	4,670.06
	PETROCARD SYSTEMS		POLICE PATROL	8,647.92
148858	PGC INTERBAY LLC	CEDARCREST GOLF COURSE	PRO-SHOP	130.07
	PGC INTERBAY LLC		PRO-SHOP	168.58
	PGC INTERBAY LLC		MAINTENANCE	354.63
	PGC INTERBAY LLC		PRO-SHOP	434.64
	PGC INTERBAY LLC		PRO-SHOP	498.79
	PGC INTERBAY LLC		PRO-SHOP	518.89
	PGC INTERBAY LLC		MAINTENANCE	785.10
	PGC INTERBAY LLC		MAINTENANCE	799.32
	PGC INTERBAY LLC		PRO-SHOP	872.08
	PGC INTERBAY LLC		MAINTENANCE	928.66
	PGC INTERBAY LLC		GOLF COURSE	1,388.98
	PGC INTERBAY LLC		MAINTENANCE	1,512.07
	PGC INTERBAY LLC		MAINTENANCE	2,019.48
	PGC INTERBAY LLC	GOLF COURSE MAINTENANCE/PROSHOP	PRO-SHOP	11,998.73
	PGC INTERBAY LLC		MAINTENANCE	13,284.51
148859	PLATT ELECTRIC	4" SQ CVR SGL	WASTE WATER TREATMENT	2.33
	PLATT ELECTRIC	HOA SWITCH WELLZ EDWARDS	SOURCE OF SUPPLY	4.83
	PLATT ELECTRIC		SOURCE OF SUPPLY	33.86
	PLATT ELECTRIC	SWITCHES, COVERS AND DE-OX	WASTE WATER TREATMENT	57.96
	PLATT ELECTRIC	LADDERS	SOURCE OF SUPPLY	233.08



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148859	PLATT ELECTRIC	LADDERS	SUNNYSIDE FILTRATION	233.08
148860	PLAYCREATION INC	BUBBLE PANEL INSERTS/HARDWARE	PARK & RECREATION FAC	809.55
148861	PUD	ACCT #201142098	PARK & RECREATION FAC	8.10
	PUD	ACCT #202177861	PUMPING PLANT	19.33
	PUD	ACCT #220339238	TRAFFIC CONTROL DEVICES	50.94
	PUD	ACCT #204879134	TRAFFIC CONTROL DEVICES	68.84
	PUD	PUD MOTHER NATURE'S WINDOW	PARK & RECREATION FAC	123.24
	PUD	ACCT #202368197	PUMPING PLANT	134.41
	PUD	ACCT #222592917	PARK & RECREATION FAC	175.90
	PUD	ACCT #200812808	PUMPING PLANT	213.68
	PUD	ACCT #202461554	SEWER LIFT STATION	423.27
	PUD	ACCT #200164598	SOURCE OF SUPPLY	450.35
	PUD	ACCT #201098969	PUMPING PLANT	1,490.13
148862	RADIA INC PS	INMATE MEDICAL CARE	DETENTION & CORRECTION	30.00
148863	RAFFENSPERGER, CHAYL	UB REFUND	WATER/SEWER OPERATION	32.12
148864	RAILROAD MANAGEMENT	LICENSE FEES	UTIL ADMIN	284.85
148865	REECE TRUCKING	DUMP CLEAN ASPHALT - BAXTER CNTR	NON-DEPARTMENTAL	30.38
	REECE TRUCKING	DUMP CLEAN CONCRETE WITH REBAR KBCC	NON-DEPARTMENTAL	31.64
	REECE TRUCKING		NON-DEPARTMENTAL	34.32
	REECE TRUCKING	DUMP CLEAN ASPHALT SHOP HAUL OFF	ROADWAY MAINTENANCE	44.63
	REECE TRUCKING		ROADWAY MAINTENANCE	46.87
	REECE TRUCKING	DUMP CLEAN CONCRETE WITH REBAR KBCC	NON-DEPARTMENTAL	74.68
	REECE TRUCKING		NON-DEPARTMENTAL	91.64
	REECE TRUCKING		NON-DEPARTMENTAL	130.60
	REECE TRUCKING	TONS CLEAN ASPHALT SHOP HAUL OUT	ROADWAY MAINTENANCE	162.52
	REECE TRUCKING	DUMP CONCRETE WITH REBAR KBCC	NON-DEPARTMENTAL	282.96
	REECE TRUCKING		NON-DEPARTMENTAL	284.20
	REECE TRUCKING	DUMP CLEAN ASPHALT - BAXTER CNTR	NON-DEPARTMENTAL	310.51
	REECE TRUCKING		NON-DEPARTMENTAL	365.45
	REECE TRUCKING	DUMP CONCRETE WITH REBAR KBCC	NON-DEPARTMENTAL	368.88
	REECE TRUCKING		NON-DEPARTMENTAL	393.32
	REECE TRUCKING	DUMP CLEAN ASPHALT - BAXTER CNTR	NON-DEPARTMENTAL	409.29
	REECE TRUCKING		NON-DEPARTMENTAL	468.00
	REECE TRUCKING		NON-DEPARTMENTAL	491.21
	REECE TRUCKING	DUMP CONCRETE WITH REBAR KBCC	NON-DEPARTMENTAL	516.72
148866	ROBERTS, FRANK	REFUND PERMIT CHARGES	PARKS-RECREATION	125.00
148867	RUD, DANIEL	UB REFUND	WATER/SEWER OPERATION	38.68
148868	SHRED-IT US	SHREDDING SERVICES	UTIL ADMIN	9.12
	SHRED-IT US		ENGR-GENL	9.12
148869	SIRCHIE	EVIDENCE SUPPLIES	GENERAL FUND	-49.46
	SIRCHIE		POLICE PATROL	581.26
148870	SNO CO FINANCE	MICROPHONE FOR POLICE RADIO	EQUIPMENT RENTAL	425.39
148871	SONITROL	MONITORING	NON-DEPARTMENTAL	134.00
	SONITROL		STORM DRAINAGE	143.00
	SONITROL		UTIL ADMIN	144.56
	SONITROL		PUBLIC SAFETY BLDG	202.72
	SONITROL		SUNNYSIDE FILTRATION	239.00
	SONITROL		OPERA HOUSE	277.00
	SONITROL		PARK & RECREATION FAC	287.04
	SONITROL		MAINT OF GENL PLANT	315.12
	SONITROL		CITY HALL	361.92
	SONITROL		WASTE WATER TREATMENT	576.04
148872	SONSHINE TREE CARE	TREE REMOVAL/CLEAN UP	STORM DRAINAGE	15,336.44
148873	SOUND PUBLISHING	LEGAL ADVERTISEMENT	GMA-PARKS	111.74
148874	SOUND PUBLISHING		SOLID WASTE OPERATIONS	179.20
148875	SOUND PUBLISHING		GENL GVRNMNT SERVICES	229.60
148876	SOUND SAFETY	GLOVES	DETENTION & CORRECTION	214.01
	SOUND SAFETY		DETENTION & CORRECTION	592.57

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148877	STAPLES	OFFICE SUPPLIES	PUBLIC HEALTH EXPENSE	85.65
	STAPLES		PUBLIC HEALTH EXPENSE	88.38
	STAPLES		COMMUNITY	251.38
148878	STRIDER CONSTRUCTION	PAY ESTIMATE #14	GMA - STREET	133,363.08
148879	SUBURBAN PROPANE	PROPANE FOR PARKS OFFICE	PARK & RECREATION FAC	1,175.37
148880	TRANSPO GROUP	PROFESSIONAL SERVICES THROUGH 5/28/21	GMA - STREET	801.07
	TRANSPO GROUP	PROFESSIONAL SERVICES THROUGH 5/28/21	GMA - STREET	7,507.21
	TRANSPO GROUP		GMA - STREET	10,416.68
148881	TRANSPORTATION SOLUT	PROFESSIONAL SERVICES 4/16 - 5/15/21	GMA - STREET	2,662.57
148882	TRANSPORTATION, DEPT	PROJECT COSTS FOR MARCH 2021	GMA - STREET	134.48
	TRANSPORTATION, DEPT	PROJECT COSTS FOR FEBRUARY 2021	GMA - STREET	5,376.38
148883	UNITED PARCEL SERVICE	SHIPPING	POLICE PATROL	29.72
148884	UNITED RECYCLING	SWAP BOX AND DEMO DEBRIS	NON-DEPARTMENTAL	6,681.20
148885	US MOWER	BLADE FOR QA72 MOWER DECK	STORM DRAINAGE	1,076.85
148886	UTILITIES UNDERGROUND	EXCAVATION NOTICE MAY 2021	UTILITY LOCATING	934.78
148887	VERIZON	WIRELESS SERVICES	UTILITY BILLING	23.45
	VERIZON		PURCHASING/CENTRAL	23.45
	VERIZON		PROPERTY TASK FORCE	41.77
	VERIZON		FACILITY MAINTENANCE	52.19
	VERIZON		CRIME PREVENTION	52.78
	VERIZON		PERSONNEL ADMINISTRATION	53.43
	VERIZON		EQUIPMENT RENTAL	98.82
	VERIZON		YOUTH SERVICES	125.31
	VERIZON		OFFICE OPERATIONS	125.31
	VERIZON		FINANCE-GENL	137.29
	VERIZON		COMMUNITY SERVICES UNIT	177.23
	VERIZON		CUSTODIAL SERVICES	179.21
	VERIZON		TRANSPORTATION	200.11
	VERIZON		SEWER LIFT STATION	200.18
	VERIZON		RECREATION SERVICES	214.20
	VERIZON		MUNICIPAL COURTS	235.78
	VERIZON		PARK & RECREATION FAC	244.54
	VERIZON		LEGAL-GENL	257.69
	VERIZON		WATER QUAL TREATMENT	259.23
	VERIZON		LEGAL - PROSECUTION	289.60
	VERIZON		SOLID WASTE CUSTOMER	302.98
	VERIZON		DETENTION & CORRECTION	324.82
	VERIZON		EXECUTIVE ADMIN	331.52
	VERIZON		WATER SUPPLY MAINS	360.27
	VERIZON		POLICE INVESTIGATION	407.24
	VERIZON		WASTE WATER TREATMENT	656.42
	VERIZON		COMPUTER SERVICES	699.89
	VERIZON		COMMUNITY	715.54
	VERIZON		POLICE ADMINISTRATION	728.07
	VERIZON		STORM DRAINAGE	733.79
	VERIZON		GENERAL	781.02
	VERIZON		ENGR-GENL	1,510.51
	VERIZON		UTIL ADMIN	1,913.70
	VERIZON		POLICE PATROL	2,304.49
148888	WATCH SYSTEMS	RSO MAILING	POLICE INVESTIGATION	93.18
148889	WATERSHED, INC	COAT - LAWLESS/ADAMS, N.	POLICE PATROL	623.60
	WATERSHED, INC		POLICE ADMINISTRATION	623.61
148890	WAVEDIVISION HOLDING	I-NET LEASE/INTERNET SERVICES	WATER QUAL TREATMENT	111.20
	WAVEDIVISION HOLDING		CENTRAL SERVICES	513.24
	WAVEDIVISION HOLDING		COMPUTER SERVICES	1,438.20
148891	WEBER, JAMES	UB REFUND	WATER/SEWER OPERATION	142.18
148892	WEST PAYMENT CENTER	WEST INFORMATION CHARGES 5/1 - 5/31/21	LEGAL-GENL	392.43
	WEST PAYMENT CENTER		LEGAL - PROSECUTION	392.43

DATE: 6/16/2021  
TIME: 2:44:46PM

**CITY OF MARYSVILLE  
INVOICE LIST**

PAGE: 6 43

**FOR INVOICES FROM 6/16/2021 TO 6/16/2021**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
148893	WESTERN SYSTEMS	SOLAR PANEL BATTERIES, BEACON KIT	TRANSPORTATION	5,258.70
148894	WHITE CAP CONSTRUCT	BOTTLED WATER	MAINT OF GENL PLANT	916.29
148895	WIDE FORMAT COMPANY	MONTHLY BASE CHARGE MAY 2021	UTIL ADMIN	130.07
148896	ZIPLY FIBER	ACCT #3606589493	POLICE INVESTIGATION	34.53
	ZIPLY FIBER		RECREATION SERVICES	34.54
	ZIPLY FIBER	ACCT #3606515033	EXECUTIVE ADMIN	36.42
	ZIPLY FIBER	ACCT #3606588575	STORM DRAINAGE	67.67
	ZIPLY FIBER	ACCT #4253357893	SUNNYSIDE FILTRATION	204.27
	ZIPLY FIBER		SUNNYSIDE FILTRATION	249.67
<b>WARRANT TOTAL:</b>				<b><u>739,577.77</u></b>

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY


WARRANT TOTAL:

**\$739,577.77**

# *Index #5*

**CITY OF MARYSVILLE AGENDA BILL**  
**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: June 28, 2021**

<b>AGENDA ITEM:</b>	
Subrecipient agreement with Homage Senior Services for the Minor Home Repair Program Year 2021 Community Development Block Grant (CDBG) funding allocation.	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Amy Hess, Senior Planner	
<b>DEPARTMENT:</b>	
Community Development	
<b>ATTACHMENTS:</b>	
1. Subrecipient Agreement with Homage Senior Services for Program Year 2021 Minor Home Repair allocation	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
	\$100,000.00
<b>SUMMARY:</b>	

On February 22, 2021 Marysville City Council affirmed the Citizen Advisory Committees (CAC) CDBG Program Year (PY) 2021 funding allocations and the PY2021 Annual Action Plan (AAP). The funding recommendation included an award to Homage Senior Services for the Minor Home Repair program for \$100,000.00 in CDBG Funds. It is anticipated these funds will provide approximately 85 low-income senior/disabled households with minor home repairs, allowing them to stay in their homes and retain their independence.

<b>RECOMMENDED ACTION:</b>
Approve the subrecipient agreement with Homage Senior Services in the amount of \$100,000.00 for the Minor Home Repair Program.
<b>RECOMMENDED MOTION:</b>
I move that we approve the subrecipient agreement with Homage Senior Services for the Minor Home Repair Program.

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

**SUBRECIPIENT AGREEMENT**

**AGREEMENT BETWEEN CITY OF MARYSVILLE**

**AND**

**Homage Senior Services**

**FOR**

**Minor Home Repair**

THIS AGREEMENT (the “Agreement”), is made and entered this 1st day of July, 2021 by and between the City of Marysville, a Washington State municipal corporation (the “City”) and Homage Senior Services, a nonprofit organization, organized under the laws of the state of Washington, located and doing business at 5026 196<sup>th</sup> Street SW Lynnwood WA 98036 (the “Subrecipient”).

WHEREAS, the City has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (“HCD-A”), Public Law 93-383; and

WHEREAS, the City wishes to engage the Subrecipient to assist the City in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

This Agreement/grant award and the rights and obligations of both parties hereto shall be subject to and governed by the additional terms contained in Exhibits A - G, incorporation by this reference:

1. Scope of Service attached hereto or Exhibit “A”,
2. General Terms and Conditions attached hereto as Exhibit “B”
3. Records to Maintain attached hereto as Exhibit “C”,
4. Quarterly Program Report attached hereto as Exhibit “D”,
5. Reimbursement Certification Request attached hereto as Exhibit “E”,
6. Certification Regarding Debarment and Suspension attached hereto as Exhibit “F;” and
7. Certification Regarding Lobbying attached hereto as Exhibit “G.”

This Agreement, and the additional terms incorporated, constitute the entire Agreement between the parties.

Either party may request a modification to the terms and conditions of this Agreement (for instance, the scope of services, project duration, performance or reporting standards, or other terms or conditions). Proposed modifications, which are mutually agreed upon, shall be incorporated by written amendment to this contract signed by both parties. The City and Subrecipient agree that this Agreement shall be modified if necessary to achieve compliance with federal, state, or local laws or regulations, requirements of the United States Department of Housing and Urban Development, or available funding amounts.

All services to be rendered or performed under this Agreement will be performed or rendered entirely at the Subrecipient’s own risk. The Subrecipient expressly agrees to defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or resulting from the acts, errors, or omissions of the Subrecipient in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of the bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Subrecipient and the City, its officials, officers, employees, agents, and volunteers, the Subrecipient’s liability, including the duty and cost to defend, hereunder shall be only to the extent of the Subrecipient’s negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Subrecipient’s waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by both parties. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

IN WITNESS THEREOF the parties have executed this Agreement as of the day and year indicated below.

\_\_\_\_\_  
Mayor, City of Marysville

\_\_\_\_\_  
Date

**Attest:**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date

**Approved as to form:**

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

**For the Subrecipient:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



**EXHIBIT “A”  
SCOPE OF SERVICES  
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    B. National Objectives .....Error! Bookmark not defined.

    C. Levels of Accomplishment – Goals and Performance MeasuresError! Bookmark not defined.

    D. Staffing .....Error! Bookmark not defined.

    E. Performance Reports .....Error! Bookmark not defined.

    F. Performance Monitoring(Taken from the Consolidated Plan)....Error! Bookmark not defined.

**II. Time of Performance .....Error! Bookmark not defined.**

**III. Budget .....Error! Bookmark not defined.**

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**VIII. Notices .....Error! Bookmark not defined.**

## **EXHIBIT “A” SCOPE OF SERVICES**

### **I. Scope of Service**

The Subrecipient will be responsible for administering the Minor Home Repair Program in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant Program.

#### **A. Activities/Project Description**

##### **1. Description –**

Many older adults and people with disabilities who are living on fixed incomes find it difficult to keep their homes safe and livable. Minor Home Repair assists low-income older adults and people with disabilities who own their home by providing health, safety, and accessibility related repairs that they cannot perform on their own.

##### **2. Location**

Residential homes located throughout the city limits Marysville.

##### **3. Activities**

Home Repair provides health related home repairs that include repairs to clogged sewers, clogged toilets, leaking sinks and faucets, leaking roofs, gutter repairs, broken furnace/heating systems and much more. Minor Home Repair also provides safety related home repairs that include installation of grab bars, handrails, secured door locks, smoke alarms and carbon monoxide detectors, door and window repairs, and installation of non-skid materials on landings and steps. Accessibility improvements include low-rise stairs and ramps to improve entry and exit from the home, when funding allows.

##### **4. Target Population**

Low-income older adults and people with disabilities who own their home.

##### **5. Administration**

Activities outlined above are administered by program staff, with key staff noted in Section D of this Exhibit. Fiscal administration is done by the Homage fiscal department under the supervision of the CEO.

#### **B. National Objectives**

The Subrecipient certifies that the activities carried out with funds provided under this Agreement will meet one or more of the following CDBG National Objectives as defined in 24 CFR Part 570.208

C. Levels of Accomplishment – Goals and Performance Measures

In addition to the normal administrative services required by part of this Agreement, the Subrecipient agrees to provide the following levels of program services:

Persons Assisted		Total unduplicated Marysville Residents or Households to be served
Marysville Persons to be Assisted by All Funds		
Marysville Persons to be assisted by Marysville CDBG Funds only		
Marysville Families/households to be assisted by Marysville CDBG Funds only		
Output Unit	Marysville Units Provided by all funds	Marysville Units Provided by Marysville CDBG Funds only

1. Definition of Units of Service - One Housing Unit

2. Outcome Goals

3. Outcome Measures

- The following outcome measures (indicators) will be tracked:
- Amount of money leveraged from other sources.
- Number of persons, households assisted
- Income levels of households by 30% and 50% of area median income.
- Race, ethnicity and disability data for activities.
- Number of units occupied by older adults
- Number of units occupied by persons with disabilities

D. Staffing

The Subrecipient shall assign the following staff as Key Personnel to the CDBG program:

Staff Member	Title

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the City.

#### E. Performance Reports

The Subrecipient agrees to track outcome performance measures as required by the U.S. Department of Housing and Urban Development and the City. The Subrecipient will report the outcomes to the City on at least a quarterly basis. Information and forms are provided to the Subrecipient by the City as Quarterly Report or Exhibit “D” and Reimbursement Request or Exhibit “E” for reporting this information.

#### F. Performance Monitoring(Taken from the Consolidated Plan)

The City will monitor the performance of the Subrecipient against goals and performance standards throughout the year. Projects funded by the City are expected to maintain high standards. Performance reports will be reviewed by the Citizens Advisory Committee (CAC). Standards and procedures are further outlined below:

1. The City will monitor projects closely to ensure that Subrecipient staff members have a good understanding of contractual requirements, project and fiscal administration, performance standards, recordkeeping, and reporting. Issues that need clarification will be addressed.
2. All projects will be monitored. Projects that need guidance in achieving performance measures or adhering to contractual requirements will receive technical assistance. Subrecipient staff will be required to attend a meeting with City staff, and/or will receive an on-site monitoring visit.
3. Monitoring concerns/findings will be reviewed with Subrecipient staff and documented in writing.
4. When applicable, corrective action will be required on a timely basis. Additional time for corrective action may be allowed on a case-by-case basis.
5. Subrecipients will be required to provide supporting documentation verifying that deficiencies have been corrected.
6. Failure to take corrective action could lead to the withholding or loss of funding to a subrecipient.

### II. Time of Performance

Services of the Subrecipient shall start on the 1st day of July, 2021 and end on the 30th day of June of 2022. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income. The City may, at its discretion, extend the term of this Agreement to allow for the expenditure of unexpended funds.

### III. Budget

<b>Line Item</b>	<b>Amount</b>
Salaries/Wages	
Benefits	
Consultants/Contracts	
Supplies (construction costs)	
Printing	
Communications	
Travel	
Utilities	
Rent	
Insurance	
Repairs/Maintenance	
Professional Services	
Other (Specify)	
Other (Specify)	
Indirect (Specify)	
<b>Total</b>	

Any indirect costs charged must be consistent with the conditions of Paragraph II (C)(2) in Exhibit B of this Agreement. In addition, the City may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the City. Any amendments to the budget must be approved in writing by both the City and the Subrecipient.

#### **IV. Payment**

It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed \$100,000.00. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR Part 84.21.

#### **V. Budget Adjustments**

The City reserves the right to withdraw such funds as the City may deem appropriate at any time while this Agreement is in effect from the Budget of the Subrecipient if the Subrecipient is not in the opinion of the City spending at a reasonable rate, is not providing services at a

level consistent with the approved contract, is not providing proper reports, or is not maintaining adequate records.

The City shall notify the Subrecipient in writing of a proposed withdrawal, at least ten (10) working days before the actual.

#### **VI. Budget Surplus**

The Subrecipient agrees that funds determined by the City to be surplused at the end of the year within the budget of this Agreement will be subject to cancellation by the City.

#### **VII. Local Financial Support**

This Agreement shall not be utilized to reduce substantially the amount of local financial support for community development activities below the level of such support prior to the availability of such assistance.

#### **VIII. Notices**

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

<b>City of Marysville</b>		<b>Subrecipient :</b>	
Name:	Chris Holland	Name:	<b>Stephen McGraw</b>
City of Marysville		<b>Homage</b>	
Address:	80 Columbia Avenue	Address:	<b>5026 196<sup>th</sup> St. SW</b>
City, State, Zip:	Marysville, WA 98270	City, State, Zip:	<b>Lynnwood, WA 98036</b>
Voice:	360-363-8207	Voice:	<b>425-290-1257</b>
Fax:	360-651-5099	Fax:	<b>425-355-1902</b>
e-mail:	<a href="mailto:cholland@marysvillewa.gov">cholland@marysvillewa.gov</a>	e-mail	<b>smcgraw@homage.org</b>

**EXHIBIT “B”  
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## **EXHIBIT “B” GENERAL TERMS AND CONDITIONS**

### **I. General Conditions**

#### **A. General Compliance**

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient’s environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient’s responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

#### **B. “Independent Contractor”**

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Subrecipient is an independent contractor.

#### **C. Workers’ Compensation**

The Subrecipient shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

#### **D. Insurance & Bonding**

The Subrecipient shall maintain during the life of this Agreement public liability and property damage insurance covering the Subrecipient’s services hereunder in the sum of not less than one million dollars (\$1,000,000) combined single limits bodily injury/property damage. Insurance shall cover work done by the Subrecipient or subcontractors and shall protect, as an additional insured, the City, its officials, officers, employees and agents, from suits or claims for damages arising from operations under this Agreement or actions of the Subrecipient, subcontractors, and employees either direct or indirect. The Subrecipient shall provide the City with a Certificate of Insurance in a form acceptable to the City Attorney and, by endorsement, naming the City, its officials, officers, employees and agents as additional insured prior to performing any services pursuant to this Agreement.

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the City.

#### E. Licensing and Program Standards

1. The Subrecipient agrees to comply with all applicable federal, state, or local standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals, and any other standards or criteria as described in the Agreement to assure quality of service.
2. **Data Universal Number System**  
Pursuant to 2 C.F.R. §25.100(a), the City is required to establish a Dun and Bradstreet (D & B) Data Universal Numbering System (DUNS) as a universal identifier in order to receive federal financial assistance. In addition, programs or subrecipients receiving sub awards from the City shall establish a DUNS. 2 C.F.R. § 25.200(c)(1). The Agency shall provide its DUNS to the City.

#### F. City Recognition

The Subrecipient shall insure recognition of the role of the City in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

#### G. Amendments

The City or Subrecipient may amend these General Terms and Conditions at any time provided that such amendments make specific reference to these General Terms and Conditions, and are executed in writing, signed by a duly authorized representative of each party, and approved by the City's governing body. Such amendments shall not invalidate the Agreement, nor relieve or release the City or Subrecipient from their obligations under the Agreement.

The City may, in its discretion, amend these General Terms and Conditions and the Agreement to conform with Federal, state or local laws, regulations and policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City and Subrecipient.

#### H. Suspension or Termination

In accordance with 24 CFR 85.43, the City may suspend or terminate the Agreement if the Subrecipient materially fails to comply with any terms of the Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under the Agreement;
3. Ineffective or improper use of funds provided under the Agreement; or
4. Submission by the Subrecipient to the City of reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, the Agreement may also be terminated for convenience by either the City or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety.

I. Termination for Withdrawal, Reduction or Limitation of Funding

In the event that funding from the Federal Government is withdrawn, reduced or limited in any way after the effective date of the Agreement, and prior to its normal completion, the City may summarily terminate the Agreement as to the funds reduced or limited, notwithstanding any other termination provision of the Agreement or these General Terms and Conditions. If the level of funding so reduced or limited is so great that the City deems that the continuation of the program covered by the Agreement is no longer in the best interest of the public, the City may summarily terminate the Agreement in whole notwithstanding any other termination provisions of the Agreement. Termination under this subsection shall be effective upon receipt of written notice by the Subrecipient or its representative.

The City agrees to promptly notify the Subrecipient of any proposed reduction in funding by Federal or other officials. The Subrecipient agrees that upon receipt of such notice it shall take appropriate and reasonable action to reduce its spending in the affected funding area so that expenditures do not exceed the funding level which would result if said proposed reduction became effective.

J. Hold Harmless

The Subrecipient shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Subrecipient in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Subrecipient and the City, its officials, officers, employees, agents, and volunteers, the

Subrecipient's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Subrecipient's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Subrecipient's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

## II. Administrative Requirements

### A. Financial Management

#### 1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

#### 2. Costs Principles

The Subrecipient shall administer its program in conformance with 2 CFR part 200 subpart E, "Cost Principles for Non-Profit Organizations," or, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

*[Note: For the above sections, if the subrecipient is a governmental or quasi-governmental agency, the applicable sections of 2 CFR Part 200, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and OMB Circular A-87 would apply.]*

### B. Documentation and Record-Keeping

#### 1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under the Agreement. Refer to Exhibit "C" for a more detailed listing of records to maintain.

#### 2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the City's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

### 3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to City monitors or their designees for review upon request.

### 4. Disclosure

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited by the [insert applicable State of Federal law] unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

### 5. Close-Outs

The Subrecipient's obligation to the City shall not end until all close-out requirements are completed, notwithstanding any expiration or termination of the Agreement. Activities during this close-out period shall include, but are not limited to: making final payment, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of the Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

In the event that the Agreement is terminated in whole or part for any reason, the following provisions shall apply:

- a. Upon written request by the Subrecipient, the City shall make or arrange for payment to the Subrecipient of allowable reimbursable costs not covered by previous payments.
- b. The Subrecipient shall submit within thirty (30) days after the date of expiration of the Agreement all financial, performance and other reports required by the Agreement, and in addition, will cooperate in a program audit by the City or its designee.
- c. In the event a financial audit has not been performed prior to close-out of the Agreement, the City retains the right to withhold a just and reasonable sum from the final payment to the Subrecipient after fully considering the recommendation on disallowed costs resulting from the final audit.

### 7. Audits & Inspections

All Subrecipient records with respect to any matters covered by the Agreement shall be made available to the City, its designees or the Federal Government, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in the audit reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by

the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of the Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning Subrecipient audits and, as applicable, 2 CFR 200 Subpart F.

### C. Reporting and Payment Procedures

#### 1. Program Income

The Subrecipient shall report quarterly all program income as defined at 2 CFR part 200.80 generated by activities carried out with CDBG funds made available under the Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 2 CFR part 200.80. By way of further limitations, the Subrecipient may use such income during the term of this Agreement for activities permitted under the Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the City at the end of the term of this Agreement. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the City.

#### 2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the City for approval, in a form specified by the City.

#### 3. Payment Procedures

The City will pay to the Subrecipient funds available under the Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and City policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the City in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the City reserves the right to liquidate funds available under the Agreement for costs incurred by the City on behalf of the Subrecipient.

Payments by the City shall be limited to allowable costs and so shall be made upon the occurrence of the following, in addition to any other conditions contained herein or in the special conditions:

- a. Receipt by the City of a written reimbursement request supported by copies of vouchers, invoices, salary and wage summaries, and other acceptable documentation; and

- b. Determination by the City that the expenditures or obligations for which reimbursement is sought constitute allowable costs under Federal law and come within the Project Budget.
- c. No payment shall be made for any service rendered by the Subrecipient except for the services within the scope of a category set forth in the budget in Exhibit “A” to the Agreement, and all funds received must be used for service as identified in Exhibit “A” to the Agreement.
- d. The Subrecipient shall submit to the City a written request for approval of a budget revision when a proposed revision would result in an increase or decrease of twenty percent (20%) or more in an approved budget subject category. Written budget revision approval must be received by the Subrecipient prior to the Subrecipient incurring any expenditure against the revised budget subject categories.
- e. When the revision of the Subrecipient budget does not exceed twenty percent (20%) of an approved budget subject category, the Subrecipient must submit a revised budget to the City prior to the submittal of claims against the budget.

#### 4. Billing Procedures

- a. The Subrecipient shall submit no fewer than quarterly written claims for reimbursement of services performed under the Agreement in the manner prescribed in subsection 3 above and as prescribed by the City.
- b. Claims for reimbursement by the Subrecipient shall be submitted to the City by the 1st day of each month or quarter following the month or quarter during which the services were provided. **All claims will be submitted to:**

Chris Holland  
 Planning Manager  
 80 Columbia Avenue  
 Marysville, WA 98270  
 360-363-8207  
[cholland@marysvillewa.gov](mailto:cholland@marysvillewa.gov)

- c. The City will not process claims for reimbursement until all supporting documentation is provided in the correct and proper format. The City reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under the Agreement.

#### 5. Progress Reports

The Subrecipient shall submit quarterly Progress Reports to the City in the form, content, and frequency as required by the City.

## D. Procurement

### 1. Compliance

Any personal property having a useful life of more than one year and purchased wholly or in part with funds from this Agreement at a cost of three hundred dollars (\$300) or more per item shall upon its purchase or receipt become the property of the City. The Subrecipient shall be responsible for all such property, including its care and maintenance, and shall comply with the following procedures:

- a. Property records shall be maintained accurately and provide for: a description of the property; manufacturer's serial number or other identification number; acquisition date and costs; source of the property; percentage of block grant funds used in the purchase of property; location, use and condition of the property.
- b. A physical inventory of property shall be taken and the results reconciled with the property records at least once every two years to verify the existence, current utilization and continued need for the property.
- c. A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft to the property. Any loss, damage, or theft of the property shall be investigated and fully documented.
- d. Adequate maintenance procedures shall be implemented to keep the property in good condition.
- e. If the Subrecipient elects to capitalize and depreciate such non-expendable personal property in lieu of claiming the acquisition cost as a direct item of cost, title to such property shall remain with the Subrecipient. An election to capitalize and depreciate or claim acquisition cost as a direct item of cost shall be irrevocable.
- f. Non-expendable personal property purchased by the Subrecipient under the terms of the Agreement, in which title is vested in the City or Federal Government, shall not be rented, loaned, or otherwise passed to any person, partnership, corporation, association or organization without the prior expressed approval of the City.
- g. Non-expendable personal property furnished to, or purchased by, the Subrecipient, title to which is vested in the City or Federal Government, shall, unless otherwise provided herein or approved by the City, be used only for the performance of activities defined in this Agreement.
- h. The Subrecipient shall be responsible for any loss or damage to the property of the City or Federal Government (including expenses entered thereunto) which results from negligence, willful misconduct, or lack of good faith on the part of the Subrecipient to maintain and administer in accordance with sound



management practices of that property, to ensure that the property will be returned to the City or Federal Government in like condition to that in which condition the property was acquired by purchase, fair wear and tear accepted.

2. OMB Standards

Unless specified otherwise within the Agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR part 200.317-200.326.

3. Travel

The Subrecipient shall obtain written approval from the City for any travel outside the metropolitan area with funds provided under the Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under the Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the City any CDBG funds on hand and any accounts receivable attributable to the use of funds under the Agreement at the time of expiration, cancellation, or termination of the Agreement.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of the Agreement or such longer period of time as the City deems appropriate. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the City an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the City. The Subrecipient may retain real property acquired or improved under the Agreement after the period of time it is required to be used to meet one of the CDBG National Objectives under this section.
3. In all cases in which equipment acquired, in whole or in part, with funds under the Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under the Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under the Agreement shall be (a) transferred to the City for the CDBG program or (b) retained after compensating the City [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

### **III. Relocation, Real Property Acquisition and One-for-One Housing Replacement**

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCDA; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The City may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable City ordinances, resolutions and policies concerning the displacement of persons from their residences.

#### **IV. Personnel & Participant Conditions**

##### **A. Nondiscrimination**

1. The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.
2. The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968, as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975; Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12086, and 12107.
3. The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program.
4. The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses

regarding their status as minority and female business enterprises in lieu of an independent investigation.

5. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.
6. The Subrecipient will include the provisions of Subsection IV.A in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

## B. Employment Restrictions

### 1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

### 2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under the Agreement, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

### 3. “Section 3” Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of the Agreement, shall be a condition of the Federal financial assistance provided under the Agreement and binding upon the City, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the City, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under the Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service

area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

C. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in the Agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Subrecipient from the City under the Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of the Agreement without the written consent of the City prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in

written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

- c. Access to Records  
The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
  - d. Content  
The Subrecipient shall cause all of the provisions of the Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of the Agreement.
  - e. Selection Process  
The Subrecipient shall undertake to insure that all subcontracts let in the performance of the Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.
  - f. Debarment  
The Subrecipient shall not contract with any business who has been debarred, suspended, or deemed ineligible to work with Federal funds as set forth in 24 CFR 570.609.
3. Hatch Act  
The Subrecipient agrees that no funds provided, nor personnel employed under the Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.
4. Conflict of Interest  
The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:
- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
  - b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, the Subrecipient, or any designated public agency.

5. Covenant Against Contingent Fees

The Subrecipient warrants that no person or selling agency has been employed or retained to solicit or secure the Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agency maintained by the Subrecipient for the purpose of securing business. The City shall have the right, in the event of breach of this clause by the Subrecipient, to annul the Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover the full amount of such commissioner, percentage, brokerage or contingent fees.

6. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub

grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

7. Copyright

If this Agreement results in any copyrightable material or inventions, the City reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

8. Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

**V. Environmental Conditions**

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of the Agreement:

1. Clean Air Act, 42 U.S.C., 7401, *et seq.*;
2. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint



The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under the Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

**D. Historic Preservation**

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

**VI. Notice to Proceed**

No work on the program shall occur prior to the notice to proceed without written approval from the City. The City shall furnish the Subrecipient with written notice to proceed upon release of funds from HUD related to the project pursuant to 24 CFR Part 58.

**VII. Severability**

It is understood and agreed by the parties hereto that if any part, term, or provision of the Agreement or these General Terms and Conditions is held by the courts to be illegal, the validity of the remaining provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

If it should appear that any provision hereof is in conflict with any statutory provision of the United States or the State of Washington, said provision which may conflict, therewith, and shall be deemed modified to conform to such statutory provision.

**VIII. Relationship of the Parties**

The parties intend that an independent Subrecipient/City relationship will be created by the Agreement. The City is interested only in the results to be achieved; the implementation of services will tie solely with the Subrecipient. No agent, employee, or representative of the Subrecipient shall be deemed to be an employee, agent, servant or representative of the City

for any purpose, and the employees of the Subrecipient are not entitled to any of the benefits the City provides City employees. The Subrecipient will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of the Agreement.

**IX. Compliance with City Ordinance**

The Subrecipient must comply with all City ordinances. No variance may be applied for property purchased or rehabilitated with funds provided through the Agreement. Those agencies using these funds to place people in housing will not refer to or use units which are substandard or illegally created.

**X. Venue Stipulation**

The Agreement has been and shall be construed as having been entered into and delivered within the State of Washington, and it is mutually understood and agreed by each party hereto that the Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

Any action at law, suit in equity, or judicial proceeding for the enforcement of the Agreement or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction at Snohomish County, Washington.

**XI. Section Headings and Subheadings**

The section headings and subheadings contained in these General Terms and Conditions are included for convenience only and shall not limit or otherwise affect the provisions of this Agreement.

**XII. Waiver**

The City's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**XIII. Entire Agreement**

The Agreement and all terms incorporated in the Exhibits constitute the entire agreement between the City and the Subrecipient for the use of funds received under the Agreement and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Subrecipient with respect to the subject matter of the Agreement.

*[NOTE: For the above sections, if the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and OMB Circular A-87 would apply.]*

**EXHIBIT “C”  
RECORDS TO MAINTAIN**

<b>I. Program Records and Inspections</b>	<b>1</b>
<b>A. Contracts and Amendments</b>	<b>1</b>
<b>B. Records of City Approvals</b>	<b>1</b>
<b>C. Subcontracts and Agreements</b>	<b>1</b>
<b>D. Records Identifying the Assisted Activity</b>	<b>1</b>
<b>II. Program Benefit Records</b>	<b>1</b>
<b>III. Financial Records</b>	<b>2</b>
<b>IV. Records of Program Operations, Management and Evaluations</b>	<b>2</b>
<b>V. Property Records</b>	<b>3</b>
<b>VI. Procurement Records</b>	<b>3</b>
<b>VII. Nondiscrimination and Equal-Opportunity Records</b>	<b>3</b>
<b>VIII. Conflict of Interest</b>	<b>4</b>
<b>IX. Verification of Contractors Eligibility</b>	<b>4</b>
<b>X. Additional Requirements for Acquisition     or Improvement of Real Property Projects</b>	<b>4</b>
<b>XI. Retention of Records</b>	<b>5</b>

## **EXHIBIT “C” RECORDS TO MAINTAIN**

### **I. Program Records and Inspections**

Throughout the term of the Agreement, the Subrecipient shall establish and maintain current the records described below. Be advised that the listing below is intended only to assist the Subrecipient in identifying the required records and their respective authorities, and is not all inclusive.

- A. Contract and Amendments - A complete copy of the Agreement and all amendments thereto and notices there under.
- B. Records of City Approvals - Copies of all requests for amendments or revisions to the Agreement and the City’s subsequent approval or denial of such requests as are required under the Agreement.
- C. Subcontracts and Agreements - Complete copies of all contracts, subcontracts, and agreements with third parties into which the Agency enters in the performance under the Agreement; and all correspondence, reports, and other documentation pertaining to such contracts, subcontracts, and agreements.
- D. Records identifying the assisted activity - A complete description of each activity assisted, in whole or in part, with CDBG funds under the Agreement, including:
  - 1. Location(s), organization, operating hours, qualifications for service or participation, etc.;
  - 2. Fees or charges for services, fee waivers, or fee scales for CDBG-assisted participants.

### **II. Program Benefit Records**

As applicable, the following categories of records shall be maintained, for the discrete activities which are assisted in whole or in part with funding under the Agreement (or for all the Subrecipient’s activities if funding under the Agreement is not specifically allocated to particular activities) for the purpose of documenting that a majority of the beneficiaries are persons of low- or moderate-income.

- A. Records specifying by dollar amount, family size, and household income limits used to determine income level;
- B. For service activities serving individual clients without regard to their residence location within the City/County, records documenting: (a) manner in which each client's income

is determined in all cases; (b) determination that each individual client's income is or is not within low- or moderate-income limits; (c) date determination was made; and (d) tabulation of the individual determinations.

- C. For a service or facility which exclusively serves a class of beneficiaries, the members of which are presumed to be low- or moderate-income eligible absent general evidence to the contrary (abused children, battered spouses, senior citizens, adults meeting the Bureau of the Census' Current Population Reports definition of "severely disabled," homeless persons, illiterate persons, persons living with AIDS and migrant farm workers), records documenting: (1) that the facility exclusively serves the eligible class; and (2) there is no generally available data indicating a specific population served is not predominantly low- or moderate-income.
- D. For a service or facility which offers benefits uniformly without regard to income to all persons residing within a delineated area, records establishing: (1) boundaries of the service area; (2) the income characteristics of families and unrelated individuals in the service area; and (3) if the percent of low- and moderate-income persons in the service area is less than fifty-one (51) percent, data showing that the area qualifies under the exception criteria set forth at 24 CFR § 570.208(a)(1)(ii)

### III. Financial Records

Subrecipient shall maintain all accounting records that accurately record the source and application of all funds; and recording funds received under the Agreement, all other receipts, assets, authorizations and appropriations, obligations, disbursements and unobligated balances (2 CFR part 200 subpart F). The records must:

- A. Permit comparison of actual outlays with budgeted amounts;
- B. Permit reporting of financial data on the accrual basis;
- C. Be supported by source documentation;
- D. Be independently audited usually annually, but not less frequently than every two years.

### IV. Records of Program Operations, Management and Evaluation

Subrecipient shall maintain all records of:

- A. Operating policies and procedures;
- B. Employee qualifications, training, and evaluation;
- C. Principal operations data: work units completed; clients served, classified by client and service characteristics; staff hours utilized; etc.

D. Self-evaluation of services, programs and employment practices for compliance with 504 and ADA requirements.

V. Property Records

Subrecipient shall maintain all records identifying any real and personal property acquired or improved in whole or in part with funds under the Agreement as follows:

- A. Itemized inventory of real property recording legal and common descriptions and address, date of acquisition and/or improvements, cost of acquisition and/or improvements, and CDBG-funded share of cost;
- B. Itemized inventory of all non-expendable personal property recording full identification, current location, date and cost of acquisition, and CDBG-funded share of cost;
- C. Complete records of any authorized disposition of real or non-expendable personal property including how and to whom disposed, date, amount of disposition proceeds, market value at time of disposition and how determined, intended use, and any conditions governing use following disposition;
- D. At the termination of the Agreement, a record of the total purchase cost of all remaining unused expendable personal property.

VI. Procurement Records

Subrecipient shall maintain all records of:

- A. Subrecipient's adopted code of conduct governing officers' and employees' actions in contracting and purchasing;
- B. Subrecipient's standard operating procedures for authorizing and executing purchases and contract procurements of various sizes and types.
- C. Subrecipient's individual purchases or contracts over \$10,000 as required by 2 CFR part 200.317 – 200.326.
- D. Subrecipient's procurement procedures utilized and the bases for supplier selection/contract award, for individual purchases or contracts over \$10,000.

VII. Nondiscrimination and Equal-Opportunity Records

Subrecipient shall maintain:

- A. A recordation and tabulation of the racial classification of all individual persons or households receiving program benefits, and of whether these benefited persons are single head of household.
- B. A tabulation of all Subrecipient employees classified by race, position, and salary in the format of the U.S. Equal Employment Opportunity Commission Form EEO-4.
- C. Data identical to that required under A. and B. above for any subcontractor or agent employed in the performance under the Agreement.
- D. Documentation of all substantive actions taken to assure that no prohibited discrimination occurs in the conduct of any of the Subrecipient's operations.
- E. Documentation of all actions taken to make minority residents aware of the Subrecipient's services and provide them with equal access to benefits.
- F. Record of the racial classification and gender of the majority owners of each private for-profit business with which the Subrecipient contracts with any funds provided under this Agreement.

#### VIII. Conflict of Interest

- A. Records documenting that all Subrecipient board members, officers, employees and consultants have been informed of the conflict of interest provisions of 2 CFR part 200.112 and have acknowledged understanding those provisions.
- B. Complete records of all requests for exceptions submitted under 24 CFR § 570.611(d).

#### IX. Verification of Subcontractor's Eligibility

The Subrecipient shall maintain records documenting that the Subrecipient, all subcontractors, and consultants have been determined not to be currently debarred, suspended, denied participation or declared ineligible to participate in federal government funded programs. Verification of eligibility shall be accomplished by signing the Certification Regarding Debarment and Suspension, which is attached and incorporated as Exhibit "F".

#### X. Additional Requirements for Acquisition or Improvement of Real Property Projects

- A. For construction contracts exceeding the Simplified Acquisition Threshold, records documenting compliance with the bonding requirements of 2 CFR 200.325.
- B. Flood Insurance, Flood Disaster Protection Act of 1973; and Federal Insurance Administration Notice in Federal Register Vol. 24, No. 133, July 13, 1989.

1. Record of determination whether the assisted project is located within a designated flood plain or flood hazard area.
  2. If the project is within such area: (1) Evidence of current participation in the National Flood Insurance Program; and (2) Evidence of flood insurance coverage in force on all significant project structures.
- C. Lead-Based Paint – Records required to document compliance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801, et seq.), as amended and the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§ 4851, et seq.), and the implementing regulations 24 CFR § 35.
- D. Labor Standards – Records required to document compliance with all requirements of Davis-Bacon and Related Acts (40 U.S.C. §§ 3141 and 3142); Contract Work Hours and Safety Standards Act (40 U.S.C. § 3701, et seq.); Copeland Act (18 U.S.C. § 874); US Secretary of Labor Regulations (29 CFR §§ 3, 5, 6, and 7).
- E. Real Property Acquisition and Relocation – Records required to document compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601, et seq., as amended; and the implementing regulations 49 CFR § 24. The Subrecipient shall consult the City for complete instruction prior to undertaking any action which may result in displacement of persons as defined at 49 CFR § 24.2(g).
- F. Miscellaneous Records – The Subrecipient shall maintain such other records as may be required by HUD or the City.

#### XI. Retention of Records

Except where otherwise specifically provided, all records as of the end of the term of the Agreement shall be kept in an accessible file for four (4) years thereafter (2 CFR part 200.333). Exceptions to the four (4) year retention period are as follows: (1) Records that are the subject of litigation, claim, or audit findings shall be retained for ten (10) years after the date all issues have been resolved and final action taken; and (2) Records for real property and equipment shall be retained for three (3) years after its final disposition, with the retention period starting from the date of the disposition, replacement, or transfer at the direction of the City (24 CFR § 570.84(b)).



**EXHIBIT D  
QUARTERLY PROGRAM REPORT**

To: City of Marysville		From: (Subrecipient)	
Name:	<b>Amy Hess</b>	Name:	
Department:	<b>Community Development</b>	Agency:	
Address:	<b>80 Columbia Avenue</b>	Address:	
City, State, Zip:	<b>Marysville, WA 98270</b>	City, State, Zip:	
Voice:	<b>360.363.8215</b>	Voice:	
Fax:	<b>360.651.5099</b>	Fax:	
e-mail:	<a href="mailto:ahess@marysvillewa.gov">ahess@marysvillewa.gov</a>	e-mail:	

Reporting Period	Program

**Sec 1: Program Milestones**

Program Milestones Accomplished	Comments

**Sec 2: Note: Unduplicated client counts must be reported both quarterly and year-to-date**

Service Unit/Performance Measure	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	Year to Date Total
Marysville Persons Served					
Marysville families/households Served (subset of above)					

**Sec. 3: Provide a narrative explanation if performance measures were not met for the contract year.**

**Sec. 3: Race/Ethnicity**

NOTE: Column A should equal the totals in the race groups (columns H-R). The totals for the three income groups (columns B-E) should equal the total in column A. If you serve a "Presumed Benefit" clientele, write "PB" in columns C-E instead of numbers. Columns F and G should equal total in column A. Columns S and T stand alone.

MONTH	Total # Persons Assisted	Non-Low/Mod Clients	Moderate-Income Clients (A=B+C+D+E)	Low-Income Clients (A=B+C+D+E)	Extremely Low Income Clients (A=B+C+D+E)	Hispanic	Non-Hispanic	White	Black/African American	Asian	American Indian/Alaskan Native	Native Hawaiian/Other Pacific Islander	American Indian/Alaskan Native and White	Asian and White	Black/African American and White	American Indian/Alaskan Native and Black	American Indian/Alaskan Native and Black/African American	Other Multi-racial	Persons with Disabilities	Female Head of Household
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T
SEP																				
OCT																				
NOV																				
DEC																				
JAN																				
FEB																				
MAR																				
APR																				
MAY																				
JUN																				
JUL																				
AUG																				
YTD																				

**Sec 4 Homeless**

Note: Complete only for individuals & families who have been assisted with transitional and permanent housing.

Unduplicated Units	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	Year to Date
Individuals					
Families					
Total Homeless					

**Sec 5: Accomplishment**

**Complete for Public Services Projects:**

Of the Total Persons, Number of:	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	Year to Date
With New or Continuing Access to Service or Benefit					
With Improved Access to a Service or Benefit					
Receive a Service or Benefit that is No Longer Substandard					

**Complete for Capital Facilities & Infrastructure Projects:**

Of the Total Persons, Number of:	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	Year to Date
With New Access to this type of Public Facility or Infrastructure Improvement					
With Improved Access to this Type of Public Facility or Infrastructure Improvement					
With access to Public Facility or Infrastructure that is No Longer Substandard					

**Complete for Homeowner Rehab Projects:**

Of the Total Owner Units, Number of:	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	Year to Date
Units Occupied by Elderly					
Units moved from Substandard to Standard					
Units Qualified as Energy Star					
Units built prior to 1978					
Exempt from Lead Paint Requirements: No paint disturbed					
Exempt from Lead Paint Requirements: Housing constructed 1978 or later					

Person completing the form: \_\_\_\_\_  
(Printed Name & Title)

Signed: \_\_\_\_\_ DATE: \_\_\_\_\_

**For Department Use Only:** Enter notes if Agency underperformed.

--

For Department Use Only			
Contractual Obligations Met			
By:		Date:	

## Exhibit E

### Request For CDBG Reimbursement

City of Marysville Community Development Department - 80 Columbia Ave - Marysville, WA 98201

**Total Reimbursement Requested:** **\$0.00**

(Must match the "Reimbursement Requested - This Date" Total)

**Subrecipient Contact**

Agency Name:  
(Street Address)  
(City, State, Zip Code)

Project No: \_\_\_\_\_  
Project Title: \_\_\_\_\_  
Preparers Name: \_\_\_\_\_  
Reporting Period: \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

(must be original signature)

BARS	Expenditure Category	Reimbursement Requested		CDBG Bud
		This Date	Cummulative	Approved Total
10	Salaries/Wages			
20	Benefits			
30	Office & Operating Supplies			
41	Professional Services			
42	Postage			
42	Telephone			
42	Internet Access			
43	Mileage			
44	Advertising			
45	Operating Rentals/Leases			
46	Insurance			
47	Utilities			
48	Repairs/Maint			
49	Printing/Copying			
49	Dues/Subscriptions			
49	Registration/Tuition			
49	Direct Client Assistance			
49	Other (Please Specify)			
64	Machinery/Equipment			
	<b>Total Direct Costs</b>	0.00	0.00	0.00
	<b>Admin/Indirect Costs</b>			
	<b>Total Project Costs</b>	0.00	0.00	0.00

\*\* Subrecipient must expend funds awarded under this Agreement in accordance with the approved budget set out in subsequently amended. Amendments to the approved budget must be made in accordance with the Agreement and Marysville procedures.

<b>Compliance Review</b>	
<input type="checkbox"/> Authorized Signature <input type="checkbox"/> Allowable/Eligible Costs Grantee Manager _____	<input type="checkbox"/> Within Budget <input type="checkbox"/> Meets Contract Terms Date _____

Reimbursement Certification

City of Marysville CFDA 14.218 CDBG Entitlement

(Agency/Project)









**City of Marysville**  
**Exhibit F**  
**Certification Regarding Debarment and Suspension**

Subrecipient Contact:		Project No:	
Agency Name:		Project Title:	
Street Address:			
City, State, Zip Code:			

**Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;
  - b. Have not within a three-year period preceding this proposal, 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 (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. 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 this certification; and
  - d. Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Instructions for Certification (A)**

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government/City of Marysville, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or

agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government/City of Kent, the department or agency may terminate this transaction for cause of default.

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

1. The prospective lower tier participant certifies, by submission of this proposal, 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.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Instructions for Certification (B)**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier

participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government/City of Kent, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

Primary Subrecipient/Sub-Contractor <b>(Print Below)</b>	Date
Authorized Signature <b>(Sign Below)</b>	Title

**City of Marysville  
Exhibit G  
Certification Regarding Lobbying**

Subrecipient Contact:	Steve McGraw	Project No:	
Agency Name:	Homage Senior Services	Project Title:	Minor Home Repair
Street Address:	11627 Airport Rd. Suite B		
City, State, Zip Code:	Everett WA 98204		

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name <b>(Print Below)</b>	Title
Authorized Signature <b>(Sign Below)</b>	Date



## INSTRUCTION FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. Of the organization filing the report in item 4 check "Subawardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the report entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
  1. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
  2. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
  3. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
  4. Provide a specific and detailed description of the service that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
  5. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
  6. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington D.C. 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES**  
CONTINUATION SHEET

Approved by OMB  
0348-0046

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

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# *Index #6*



**CITY OF MARYSVILLE AGENDA BILL**  
**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: June 28, 2021**

<b>AGENDA ITEM:</b>	
Subrecipient agreement with Public Works for Rectangular Rapid Flashing Beacon (RRFB) Community Development Block Grant (CDBG) Program Year 2021 funding allocation.	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Amy Hess, Senior Planner	<i>Haylie Miller</i>
<b>DEPARTMENT:</b>	
Community Development	
<b>ATTACHMENTS:</b>	
1. Subrecipient Agreement with PW for Program Year 2021 RRFB CDBG allocation	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
	\$106,619.14
<b>SUMMARY:</b>	

On February 22, 2021 Marysville City Council affirmed the Citizen Advisory Committees (CAC) CDBG Program Year (PY) 2021 funding allocations and the PY2021 Annual Action Plan (AAP). The funding recommendation included an award for a crosswalk improvement program which will install Rectangular Rapid Flashing Beacons (RRFB's) in low-moderate income neighborhoods. The project was awarded at total of \$106,619.14 in CDBG Funds.

**RECOMMENDED ACTION:**

Approve the subrecipient agreement with City of Marysville Public Works in the amount of \$106,619.14 for installation of Rectangular Rapid Flashing Beacons in low-moderate income census tract neighborhoods.

**RECOMMENDED MOTION:**

I move that we approve the subrecipient agreement with City of Marysville Public Works for installation of Rectangular Rapid Flashing Beacons in low-moderate income census tract neighborhoods.

## COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

### SUBRECIPIENT AGREEMENT

#### FOR

#### Crosswalk Imprvoment Program

THIS AGREEMENT (the “Agreement”), is made and entered this 1st day of July, 2021 by and between the City of Marysville (herein called the “City and/or Subrecipient), organized under the laws of the state of Washington, located and doing business at 1049 State Avenue, Marysville 98270.

WHEREAS, the City has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (“HCD-A”), Public Law 93-383; and

WHEREAS, the City wishes to engage the Subrecipient to assist the City in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

This Agreement/grant award and the rights and obligations of both parties hereto shall be subject to and governed by the additional terms contained in Exhibits A - G, incorporation by this reference:

1. Scope of Service attached hereto or Exhibit “A”,
2. General Terms and Conditions attached hereto as Exhibit “B”
3. Records to Maintain attached hereto as Exhibit “C”,
4. Quarterly Program Report attached hereto as Exhibit “D”,
5. Reimbursement Certification Request attached hereto as Exhibit “E”,
6. Certification Regarding Debarment and Suspension attached hereto as Exhibit “F;” and
7. Certification Regarding Lobbying attached hereto as Exhibit “G.”

This Agreement, and the additional terms incorporated, constitute the entire Agreement between the parties.

Either party may request a modification to the terms and conditions of this Agreement (for instance, the scope of services, project duration, performance or reporting standards, or other

Subrecipient Agreement –

City of Marysville PW – Crosswalk Improvement PY2021

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terms or conditions). Proposed modifications, which are mutually agreed upon, shall be incorporated by written amendment to this contract signed by both parties. The City and Subrecipient agree that this Agreement shall be modified if necessary to achieve compliance with federal, state, or local laws or regulations, requirements of the United States Department of Housing and Urban Development, or available funding amounts.

All services to be rendered or performed under this Agreement will be performed or rendered entirely at the Subrecipient’s own risk. The Subrecipient expressly agrees to defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or resulting from the acts, errors, or omissions of the Subrecipient in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of the bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Subrecipient and the City, its officials, officers, employees, agents, and volunteers, the Subrecipient’s liability, including the duty and cost to defend, hereunder shall be only to the extent of the Subrecipient’s negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Subrecipient’s waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by both parties. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

IN WITNESS THEREOF the parties have executed this Agreement as of the day and year indicated below.

\_\_\_\_\_  
Mayor, City of Marysville

\_\_\_\_\_  
Date

**Attest:**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date

**Approved as to form:**

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

**EXHIBIT “A”  
SCOPE OF SERVICES  
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## **EXHIBIT “A” SCOPE OF SERVICES**

### **I. Scope of Service**

The Subrecipient will be responsible for administering the Crosswalk Improvement project in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant Program.

#### **A. Activities/Project Description**

1. **Location:**

2. **Activities:**

3. **Target Population:**

4. **Administration:**

#### **B. National Objectives**

The Subrecipient certifies that the activities carried out with funds provided under this Agreement will meet one or more of the following CDBG National Objectives as defined in 24 CFR Part 570.208

C. Levels of Accomplishment – Goals and Performance Measures

In addition to the normal administrative services required by part of this Agreement, the Subrecipient agrees to provide the following levels of program services:

Persons Assisted	Total unduplicated Marysville Residents or Households to be served	
Marysville Persons to be Assisted by All Funds		
Marysville Persons to be assisted by Marysville CDBG Funds only		
Marysville Families/households to be assisted by Marysville CDBG Funds only		
Output Unit	Marysville Units Provided by all funds	Marysville Units Provided by Marysville CDBG Funds only

1. Definition of Units of Service –
2. Outcome Goals –
3. Outcome Measures –

D. Staffing

The Subrecipient shall assign the following staff as Key Personnel to the CDBG program:

Staff Member	Title

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the City.

E. Performance Reports

The Subrecipient agrees to track outcome performance measures as required by the U.S. Department of Housing and Urban Development and the City. The Subrecipient will report the outcomes to the City on at least a quarterly basis. Information and forms are provided to the Subrecipient by the City as Quarterly Report or Exhibit “D” and Reimbursement Request or Exhibit “E” for reporting this information.

F. Performance Monitoring(Taken from the Consolidated Plan)

Exhibit A – Scope of Services  
 City of Marysville - CFDA 14.218 CDBG Entitlement  
 Marysville PW – Crosswalk Improvement PY2021

The City will monitor the performance of the Subrecipient against goals and performance standards throughout the year. Projects funded by the City are expected to maintain high standards. Performance reports will be reviewed by the Citizens Advisory Committee (CAC). Standards and procedures are further outlined below:

1. The City will monitor projects closely to ensure that Subrecipient staff members have a good understanding of contractual requirements, project and fiscal administration, performance standards, recordkeeping, and reporting. Issues that need clarification will be addressed.
2. All projects will be monitored. Projects that need guidance in achieving performance measures or adhering to contractual requirements will receive technical assistance. Subrecipient staff will be required to attend a meeting with City staff, and/or will receive an on-site monitoring visit.
3. Monitoring concerns/findings will be reviewed with Subrecipient staff and documented in writing.
4. When applicable, corrective action will be required on a timely basis. Additional time for corrective action may be allowed on a case-by-case basis.
5. Subrecipients will be required to provide supporting documentation verifying that deficiencies have been corrected.
6. Failure to take corrective action could lead to the withholding or loss of funding to a subrecipient.

**II. Time of Performance**

Services of the Subrecipient shall start on the 1st day of July, 2021 and end on the 30th day of June of 2022. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income. The City may, at its discretion, extend the term of this Agreement to allow for the expenditure of unexpended funds.

**III. Budget**

Line Item	Amount
Salaries/Wages	
Benefits	
Consultants/Contracts	
Supplies	
Printing	
Communications	
Travel	
Utilities	
Rent	
Insurance	

Repairs/Maintenance		
Other (Specify)		
Indirect (Specify)		
	<b>Total</b>	

Any indirect costs charged must be consistent with the conditions of Paragraph II (C)(2) in Exhibit B of this Agreement. In addition, the City may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the City. Any amendments to the budget must be approved in writing by both the City and the Subrecipient.

#### **IV. Payment**

It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed \$106,619.14. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR Part 84.21.

#### **V. Budget Adjustments**

The City reserves the right to withdraw such funds as the City may deem appropriate at any time while this Agreement is in effect from the Budget of the Subrecipient if the Subrecipient is not in the opinion of the City spending at a reasonable rate, is not providing services at a level consistent with the approved contract, is not providing proper reports, or is not maintaining adequate records.

The City shall notify the Subrecipient in writing of a proposed withdrawal, at least ten (10) working days before the actual

#### **VI. Budget Surplus**

The Subrecipient agrees that funds determined by the City to be surplused at the end of the year within the budget of this Agreement will be subject to cancellation by the City.

#### **VII. Local Financial Support**

This Agreement shall not be utilized to reduce substantially the amount of local financial support for community development activities below the level of such support prior to the availability of such assistance.



**VIII. Notices**

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

<b>City of Marysville</b>		<b>Subrecipient :</b>	<b>City of Marysville PW</b>
Name:	Chris Holland	Name:	
	City of Marysville		
Address:	80 Columbia Avenue	Address:	
City, State, Zip:	Marysville, WA 98270	City, State, Zip:	
Voice:	360-363-8207	Voice:	
Fax:	360-651-5099	Fax:	
e-mail:	<a href="mailto:cholland@marysvillewa.gov">cholland@marysvillewa.gov</a>	e-mail	

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## **EXHIBIT “B” GENERAL TERMS AND CONDITIONS**

### **I. General Conditions**

#### **A. General Compliance**

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient’s environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient’s responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

#### **B. “Independent Contractor”**

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Subrecipient is an independent contractor.

#### **C. Workers’ Compensation**

The Subrecipient shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

#### **D. Insurance & Bonding**

The Subrecipient shall maintain during the life of this Agreement public liability and property damage insurance covering the Subrecipient’s services hereunder in the sum of not less than one million dollars (\$1,000,000) combined single limits bodily injury/property damage. Insurance shall cover work done by the Subrecipient or subcontractors and shall protect, as an additional insured, the City, its officials, officers, employees and agents, from suits or claims for damages arising from operations under this Agreement or actions of the Subrecipient, subcontractors, and employees either direct or indirect. The Subrecipient shall provide the City with a Certificate of Insurance in a form acceptable to the City Attorney and, by endorsement, naming the City, its officials, officers, employees and agents as additional insured prior to performing any services pursuant to this Agreement.

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the City.

#### E. Licensing and Program Standards

1. The Subrecipient agrees to comply with all applicable federal, state, or local standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals, and any other standards or criteria as described in the Agreement to assure quality of service.
2. Data Universal Number System  
Pursuant to 2 C.F.R. §25.100(a), the City is required to establish a Dun and Bradstreet (D & B) Data Universal Numbering System (DUNS) as a universal identifier in order to receive federal financial assistance. In addition, programs or subrecipients receiving sub awards from the City shall establish a DUNS. 2 C.F.R. § 25.200(c)(1). The Agency shall provide its DUNS to the City.

#### F. City Recognition

The Subrecipient shall insure recognition of the role of the City in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

#### G. Amendments

The City or Subrecipient may amend these General Terms and Conditions at any time provided that such amendments make specific reference to these General Terms and Conditions, and are executed in writing, signed by a duly authorized representative of each party, and approved by the City's governing body. Such amendments shall not invalidate the Agreement, nor relieve or release the City or Subrecipient from their obligations under the Agreement.

The City may, in its discretion, amend these General Terms and Conditions and the Agreement to conform with Federal, state or local laws, regulations and policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City and Subrecipient.

#### H. Suspension or Termination

In accordance with 24 CFR 85.43, the City may suspend or terminate the Agreement if the Subrecipient materially fails to comply with any terms of the Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under the Agreement;
3. Ineffective or improper use of funds provided under the Agreement; or
4. Submission by the Subrecipient to the City of reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, the Agreement may also be terminated for convenience by either the City or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety.

I. Termination for Withdrawal, Reduction or Limitation of Funding

In the event that funding from the Federal Government is withdrawn, reduced or limited in any way after the effective date of the Agreement, and prior to its normal completion, the City may summarily terminate the Agreement as to the funds reduced or limited, notwithstanding any other termination provision of the Agreement or these General Terms and Conditions. If the level of funding so reduced or limited is so great that the City deems that the continuation of the program covered by the Agreement is no longer in the best interest of the public, the City may summarily terminate the Agreement in whole notwithstanding any other termination provisions of the Agreement. Termination under this subsection shall be effective upon receipt of written notice by the Subrecipient or its representative.

The City agrees to promptly notify the Subrecipient of any proposed reduction in funding by Federal or other officials. The Subrecipient agrees that upon receipt of such notice it shall take appropriate and reasonable action to reduce its spending in the affected funding area so that expenditures do not exceed the funding level which would result if said proposed reduction became effective.

J. Hold Harmless

The Subrecipient shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Subrecipient in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

extent of the Subrecipient's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Subrecipient's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

## **II. Administrative Requirements**

### **A. Financial Management**

#### **1. Accounting Standards**

The Subrecipient agrees to comply with 2 CFR part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

#### **2. Costs Principles**

The Subrecipient shall administer its program in conformance with 2 CFR part 200 subpart E, "Cost Principles for Non-Profit Organizations," or, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

*[Note: For the above sections, if the subrecipient is a governmental or quasi-governmental agency, the applicable sections of 2 CFR Part 200, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, "and OMB Circular A-87 would apply.]*

### **B. Documentation and Record-Keeping**

#### **1. Records to be Maintained**

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under the Agreement. Refer to Exhibit "C" for a more detailed listing of records to maintain.

#### **2. Retention**

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the City's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

#### **3. Client Data**

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to City monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited by the [insert applicable State or Federal law] unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-Outs

The Subrecipient's obligation to the City shall not end until all close-out requirements are completed, notwithstanding any expiration or termination of the Agreement. Activities during this close-out period shall include, but are not limited to: making final payment, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of the Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

In the event that the Agreement is terminated in whole or part for any reason, the following provisions shall apply:

- a. Upon written request by the Subrecipient, the City shall make or arrange for payment to the Subrecipient of allowable reimbursable costs not covered by previous payments.
- b. The Subrecipient shall submit within thirty (30) days after the date of expiration of the Agreement all financial, performance and other reports required by the Agreement, and in addition, will cooperate in a program audit by the City or its designee.
- c. In the event a financial audit has not been performed prior to close-out of the Agreement, the City retains the right to withhold a just and reasonable sum from the final payment to the Subrecipient after fully considering the recommendation on disallowed costs resulting from the final audit.

7. Audits & Inspections

All Subrecipient records with respect to any matters covered by the Agreement shall be made available to the City, its designees or the Federal Government, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in the audit reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit



requirements will constitute a violation of the Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning Subrecipient audits and, as applicable, 2 CFR 200 Subpart F.

### C. Reporting and Payment Procedures

#### 1. Program Income

The Subrecipient shall report quarterly all program income as defined at 2 CFR part 200.80 generated by activities carried out with CDBG funds made available under the Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 2 CFR part 200.80. By way of further limitations, the Subrecipient may use such income during the term of this Agreement for activities permitted under the Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the City at the end of the term of this Agreement. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the City.

#### 2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the City for approval, in a form specified by the City.

#### 3. Payment Procedures

The City will pay to the Subrecipient funds available under the Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and City policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the City in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the City reserves the right to liquidate funds available under the Agreement for costs incurred by the City on behalf of the Subrecipient.

Payments by the City shall be limited to allowable costs and so shall be made upon the occurrence of the following, in addition to any other conditions contained herein or in the special conditions:

- a. Receipt by the City of a written reimbursement request supported by copies of vouchers, invoices, salary and wage summaries, and other acceptable documentation; and

- b. Determination by the City that the expenditures or obligations for which reimbursement is sought constitute allowable costs under Federal law and come within the Project Budget.
- c. No payment shall be made for any service rendered by the Subrecipient except for the services within the scope of a category set forth in the budget in Exhibit “A” to the Agreement, and all funds received must be used for service as identified in Exhibit “A” to the Agreement.
- d. The Subrecipient shall submit to the City a written request for approval of a budget revision when a proposed revision would result in an increase or decrease of twenty percent (20%) or more in an approved budget subject category. Written budget revision approval must be received by the Subrecipient prior to the Subrecipient incurring any expenditure against the revised budget subject categories.
- e. When the revision of the Subrecipient budget does not exceed twenty percent (20%) of an approved budget subject category, the Subrecipient must submit a revised budget to the City prior to the submittal of claims against the budget.

#### 4. Billing Procedures

- a. The Subrecipient shall submit no fewer than quarterly written claims for reimbursement of services performed under the Agreement in the manner prescribed in subsection 3 above and as prescribed by the City.
- b. Claims for reimbursement by the Subrecipient shall be submitted to the City by the 1st day of each month or quarter following the month or quarter during which the services were provided. **All claims will be submitted to:**

Chris Holland  
 Planning Manager  
 80 Columbia Avenue  
 Marysville, WA 98270  
 360-363-8207  
[cholland@marysvillewa.gov](mailto:cholland@marysvillewa.gov)

- c. The City will not process claims for reimbursement until all supporting documentation is provided in the correct and proper format. The City reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under the Agreement.

#### 5. Progress Reports

The Subrecipient shall submit quarterly Progress Reports to the City in the form, content, and frequency as required by the City.

## D. Procurement

### 1. Compliance

Any personal property having a useful life of more than one year and purchased wholly or in part with funds from this Agreement at a cost of three hundred dollars (\$300) or more per item shall upon its purchase or receipt become the property of the City. The Subrecipient shall be responsible for all such property, including its care and maintenance, and shall comply with the following procedures:

- a. Property records shall be maintained accurately and provide for: a description of the property; manufacturer's serial number or other identification number; acquisition date and costs; source of the property; percentage of block grant funds used in the purchase of property; location, use and condition of the property.
- b. A physical inventory of property shall be taken and the results reconciled with the property records at least once every two years to verify the existence, current utilization and continued need for the property.
- c. A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft to the property. Any loss, damage, or theft of the property shall be investigated and fully documented.
- d. Adequate maintenance procedures shall be implemented to keep the property in good condition.
- e. If the Subrecipient elects to capitalize and depreciate such non-expendable personal property in lieu of claiming the acquisition cost as a direct item of cost, title to such property shall remain with the Subrecipient. An election to capitalize and depreciate or claim acquisition cost as a direct item of cost shall be irrevocable.
- f. Non-expendable personal property purchased by the Subrecipient under the terms of the Agreement, in which title is vested in the City or Federal Government, shall not be rented, loaned, or otherwise passed to any person, partnership, corporation, association or organization without the prior expressed approval of the City.
- g. Non-expendable personal property furnished to, or purchased by, the Subrecipient, title to which is vested in the City or Federal Government, shall, unless otherwise provided herein or approved by the City, be used only for the performance of activities defined in this Agreement.
- h. The Subrecipient shall be responsible for any loss or damage to the property of the City or Federal Government (including expenses entered thereunto) which results from negligence, willful misconduct, or lack of good faith on the part of the Subrecipient to maintain and administer in accordance with sound

management practices of that property, to ensure that the property will be returned to the City or Federal Government in like condition to that in which condition the property was acquired by purchase, fair wear and tear accepted.

2. OMB Standards

Unless specified otherwise within the Agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR part 200.317-200.326.

3. Travel

The Subrecipient shall obtain written approval from the City for any travel outside the metropolitan area with funds provided under the Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under the Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the City any CDBG funds on hand and any accounts receivable attributable to the use of funds under the Agreement at the time of expiration, cancellation, or termination of the Agreement.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of the Agreement or such longer period of time as the City deems appropriate. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the City an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the City. The Subrecipient may retain real property acquired or improved under the Agreement after the period of time it is required to be used to meet one of the CDBG National Objectives under this section.
3. In all cases in which equipment acquired, in whole or in part, with funds under the Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under the Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under the Agreement shall be (a) transferred to the City for the CDBG program or (b) retained after compensating the City [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

### **III. Relocation, Real Property Acquisition and One-for-One Housing Replacement**

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCDA; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The City may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable City ordinances, resolutions and policies concerning the displacement of persons from their residences.

#### **IV. Personnel & Participant Conditions**

##### **A. Nondiscrimination**

1. The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.
2. The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968, as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975; Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12086, and 12107.
3. The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program.
4. The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses

regarding their status as minority and female business enterprises in lieu of an independent investigation.

5. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.
6. The Subrecipient will include the provisions of Subsection IV.A in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

## B. Employment Restrictions

### 1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

### 2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under the Agreement, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

### 3. “Section 3” Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of the Agreement, shall be a condition of the Federal financial assistance provided under the Agreement and binding upon the City, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the City, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under the Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service

area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

C. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in the Agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Subrecipient from the City under the Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of the Agreement without the written consent of the City prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in



written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

d. Content

The Subrecipient shall cause all of the provisions of the Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of the Agreement.

e. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of the Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

f. Debarment

The Subrecipient shall not contract with any business who has been debarred, suspended, or deemed ineligible to work with Federal funds as set forth in 24 CFR 570.609.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under the Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, the Subrecipient, or any designated public agency.

5. Covenant Against Contingent Fees

The Subrecipient warrants that no person or selling agency has been employed or retained to solicit or secure the Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agency maintained by the Subrecipient for the purpose of securing business. The City shall have the right, in the event of breach of this clause by the Subrecipient, to annul the Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover the full amount of such commissioner, percentage, brokerage or contingent fees.

6. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub

grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

7. Copyright

If this Agreement results in any copyrightable material or inventions, the City reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

8. Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

**V. Environmental Conditions**

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of the Agreement:

1. Clean Air Act, 42 U.S.C., 7401, *et seq.*;
2. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under the Agreement shall be subject to HUD Lead-Based Paint

Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

**D. Historic Preservation**

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

**VI. Notice to Proceed**

No work on the program shall occur prior to the notice to proceed without written approval from the City. The City shall furnish the Subrecipient with written notice to proceed upon release of funds from HUD related to the project pursuant to 24 CFR Part 58.

**VII. Severability**

It is understood and agreed by the parties hereto that if any part, term, or provision of the Agreement or these General Terms and Conditions is held by the courts to be illegal, the validity of the remaining provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

If it should appear that any provision hereof is in conflict with any statutory provision of the United States or the State of Washington, said provision which may conflict, therewith, and shall be deemed modified to conform to such statutory provision.

**VIII. Relationship of the Parties**

The parties intend that an independent Subrecipient/City relationship will be created by the Agreement. The City is interested only in the results to be achieved; the implementation of services will tie solely with the Subrecipient. No agent, employee, or representative of the Subrecipient shall be deemed to be an employee, agent, servant or representative of the City for any purpose, and the employees of the Subrecipient are not entitled to any of the benefits the City provides City employees. The Subrecipient will be solely and entirely responsible

for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of the Agreement.

**IX. Compliance with City Ordinance**

The Subrecipient must comply with all City ordinances. No variance may be applied for property purchased or rehabilitated with funds provided through the Agreement. Those agencies using these funds to place people in housing will not refer to or use units which are substandard or illegally created.

**X. Venue Stipulation**

The Agreement has been and shall be construed as having been entered into and delivered within the State of Washington, and it is mutually understood and agreed by each party hereto that the Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

Any action at law, suit in equity, or judicial proceeding for the enforcement of the Agreement or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction at Snohomish County, Washington.

**XI. Section Headings and Subheadings**

The section headings and subheadings contained in these General Terms and Conditions are included for convenience only and shall not limit or otherwise affect the provisions of this Agreement.

**XII. Waiver**

The City's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**XIII. Entire Agreement**

The Agreement and all terms incorporated in the Exhibits constitute the entire agreement between the City and the Subrecipient for the use of funds received under the Agreement and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Subrecipient with respect to the subject matter of the Agreement.

*[NOTE: For the above sections, if the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and OMB Circular A-87 would apply.]*

**EXHIBIT “C”  
RECORDS TO MAINTAIN**

<b>I. Program Records and Inspections</b>	<b>1</b>
<b>A. Contracts and Amendments</b>	<b>1</b>
<b>B. Records of City Approvals</b>	<b>1</b>
<b>C. Subcontracts and Agreements</b>	<b>1</b>
<b>D. Records Identifying the Assisted Activity</b>	<b>1</b>
<b>II. Program Benefit Records</b>	<b>1</b>
<b>III. Financial Records</b>	<b>2</b>
<b>IV. Records of Program Operations, Management and Evaluations</b>	<b>2</b>
<b>V. Property Records</b>	<b>3</b>
<b>VI. Procurement Records</b>	<b>3</b>
<b>VII. Nondiscrimination and Equal-Opportunity Records</b>	<b>3</b>
<b>VIII. Conflict of Interest</b>	<b>4</b>
<b>IX. Verification of Contractors Eligibility</b>	<b>4</b>
<b>X. Additional Requirements for Acquisition     or Improvement of Real Property Projects</b>	<b>4</b>
<b>XI. Retention of Records</b>	<b>5</b>

## **EXHIBIT “C” RECORDS TO MAINTAIN**

### **I. Program Records and Inspections**

Throughout the term of the Agreement, the Subrecipient shall establish and maintain current the records described below. Be advised that the listing below is intended only to assist the Subrecipient in identifying the required records and their respective authorities, and is not all inclusive.

- A. Contract and Amendments - A complete copy of the Agreement and all amendments thereto and notices there under.
- B. Records of City Approvals - Copies of all requests for amendments or revisions to the Agreement and the City’s subsequent approval or denial of such requests as are required under the Agreement.
- C. Subcontracts and Agreements - Complete copies of all contracts, subcontracts, and agreements with third parties into which the Agency enters in the performance under the Agreement; and all correspondence, reports, and other documentation pertaining to such contracts, subcontracts, and agreements.
- D. Records identifying the assisted activity - A complete description of each activity assisted, in whole or in part, with CDBG funds under the Agreement, including:
  - 1. Location(s), organization, operating hours, qualifications for service or participation, etc.;
  - 2. Fees or charges for services, fee waivers, or fee scales for CDBG-assisted participants.

### **II. Program Benefit Records**

As applicable, the following categories of records shall be maintained, for the discrete activities which are assisted in whole or in part with funding under the Agreement (or for all the Subrecipient’s activities if funding under the Agreement is not specifically allocated to particular activities) for the purpose of documenting that a majority of the beneficiaries are persons of low- or moderate-income.

- A. Records specifying by dollar amount, family size, and household income limits used to determine income level;
- B. For service activities serving individual clients without regard to their residence location within the City/County, records documenting: (a) manner in which each client's income is determined in all cases; (b) determination that each individual client's income is or is

not within low- or moderate-income limits; (c) date determination was made; and (d) tabulation of the individual determinations.

- C. For a service or facility which exclusively serves a class of beneficiaries, the members of which are presumed to be low- or moderate-income eligible absent general evidence to the contrary (abused children, battered spouses, senior citizens, adults meeting the Bureau of the Census' Current Population Reports definition of "severely disabled," homeless persons, illiterate persons, persons living with AIDS and migrant farm workers), records documenting: (1) that the facility exclusively serves the eligible class; and (2) there is no generally available data indicating a specific population served is not predominantly low- or moderate-income.
- D. For a service or facility which offers benefits uniformly without regard to income to all persons residing within a delineated area, records establishing: (1) boundaries of the service area; (2) the income characteristics of families and unrelated individuals in the service area; and (3) if the percent of low- and moderate-income persons in the service area is less than fifty-one (51) percent, data showing that the area qualifies under the exception criteria set forth at 24 CFR § 570.208(a)(1)(ii)

### III. Financial Records

Subrecipient shall maintain all accounting records that accurately record the source and application of all funds; and recording funds received under the Agreement, all other receipts, assets, authorizations and appropriations, obligations, disbursements and unobligated balances (2 CFR part 200 subpart F). The records must:

- A. Permit comparison of actual outlays with budgeted amounts;
- B. Permit reporting of financial data on the accrual basis;
- C. Be supported by source documentation;
- D. Be independently audited usually annually, but not less frequently than every two years.

### IV. Records of Program Operations, Management and Evaluation

Subrecipient shall maintain all records of:

- A. Operating policies and procedures;
- B. Employee qualifications, training, and evaluation;
- C. Principal operations data: work units completed; clients served, classified by client and service characteristics; staff hours utilized; etc.
- D. Self-evaluation of services, programs and employment practices for compliance with 504 and ADA requirements.



## V. Property Records

Subrecipient shall maintain all records identifying any real and personal property acquired or improved in whole or in part with funds under the Agreement as follows:

- A. Itemized inventory of real property recording legal and common descriptions and address, date of acquisition and/or improvements, cost of acquisition and/or improvements, and CDBG-funded share of cost;
- B. Itemized inventory of all non-expendable personal property recording full identification, current location, date and cost of acquisition, and CDBG-funded share of cost;
- C. Complete records of any authorized disposition of real or non-expendable personal property including how and to whom disposed, date, amount of disposition proceeds, market value at time of disposition and how determined, intended use, and any conditions governing use following disposition;
- D. At the termination of the Agreement, a record of the total purchase cost of all remaining unused expendable personal property.

## VI. Procurement Records

Subrecipient shall maintain all records of:

- A. Subrecipient's adopted code of conduct governing officers' and employees' actions in contracting and purchasing;
- B. Subrecipient's standard operating procedures for authorizing and executing purchases and contract procurements of various sizes and types.
- C. Subrecipient's individual purchases or contracts over \$10,000 as required by 2 CFR part 200.317 – 200.326.
- D. Subrecipient's procurement procedures utilized and the bases for supplier selection/contract award, for individual purchases or contracts over \$10,000.

## VII. Nondiscrimination and Equal-Opportunity Records

Subrecipient shall maintain:

- A. A recordation and tabulation of the racial classification of all individual persons or households receiving program benefits, and of whether these benefited persons are single head of household.

- B. A tabulation of all Subrecipient employees classified by race, position, and salary in the format of the U.S. Equal Employment Opportunity Commission Form EEO-4.
- C. Data identical to that required under A. and B. above for any subcontractor or agent employed in the performance under the Agreement.
- D. Documentation of all substantive actions taken to assure that no prohibited discrimination occurs in the conduct of any of the Subrecipient's operations.
- E. Documentation of all actions taken to make minority residents aware of the Subrecipient's services and provide them with equal access to benefits.
- F. Record of the racial classification and gender of the majority owners of each private for-profit business with which the Subrecipient contracts with any funds provided under this Agreement.

#### VIII. Conflict of Interest

- A. Records documenting that all Subrecipient board members, officers, employees and consultants have been informed of the conflict of interest provisions of 2 CFR part 200.112 and have acknowledged understanding those provisions.
- B. Complete records of all requests for exceptions submitted under 24 CFR § 570.611(d).

#### IX. Verification of Subcontractor's Eligibility

The Subrecipient shall maintain records documenting that the Subrecipient, all subcontractors, and consultants have been determined not to be currently debarred, suspended, denied participation or declared ineligible to participate in federal government funded programs. Verification of eligibility shall be accomplished by signing the Certification Regarding Debarment and Suspension, which is attached and incorporated as Exhibit "F".

#### X. Additional Requirements for Acquisition or Improvement of Real Property Projects

- A. For construction contracts exceeding the Simplified Acquisition Threshold, records documenting compliance with the bonding requirements of 2 CFR 200.325.
- B. Flood Insurance, Flood Disaster Protection Act of 1973; and Federal Insurance Administration Notice in Federal Register Vol. 24, No. 133, July 13, 1989.
  - 1. Record of determination whether the assisted project is located within a designated flood plain or flood hazard area.

2. If the project is within such area: (1) Evidence of current participation in the National Flood Insurance Program; and (2) Evidence of flood insurance coverage in force on all significant project structures.
- C. Lead-Based Paint – Records required to document compliance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801, et seq.), as amended and the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§ 4851, et seq.), and the implementing regulations 24 CFR § 35.
  - D. Labor Standards – Records required to document compliance with all requirements of Davis-Bacon and Related Acts (40 U.S.C. §§ 3141 and 3142); Contract Work Hours and Safety Standards Act (40 U.S.C. § 3701, et seq.); Copeland Act (18 U.S.C. § 874); US Secretary of Labor Regulations (29 CFR §§ 3, 5, 6, and 7).
  - E. Real Property Acquisition and Relocation – Records required to document compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601, et seq., as amended; and the implementing regulations 49 CFR § 24. The Subrecipient shall consult the City for complete instruction prior to undertaking any action which may result in displacement of persons as defined at 49 CFR § 24.2(g).
  - F. Miscellaneous Records – The Subrecipient shall maintain such other records as may be required by HUD or the City.

#### XI. Retention of Records

Except where otherwise specifically provided, all records as of the end of the term of the Agreement shall be kept in an accessible file for four (4) years thereafter (2 CFR part 200.333). Exceptions to the four (4) year retention period are as follows: (1) Records that are the subject of litigation, claim, or audit findings shall be retained for ten (10) years after the date all issues have been resolved and final action taken; and (2) Records for real property and equipment shall be retained for three (3) years after its final disposition, with the retention period starting from the date of the disposition, replacement, or transfer at the direction of the City (24 CFR § 570.84(b)).

**EXHIBIT D  
QUARTERLY PROGRAM REPORT**

To: City of Marysville		From: (Subrecipient)	
Name:	<b>Amy Hess</b>	Name:	
Department:	<b>Community Development</b>	Agency:	
Address:	<b>80 Columbia Avenue</b>	Address:	
City, State, Zip:	<b>Marysville, WA 98270</b>	City, State, Zip:	
Voice:	<b>360.363.8215</b>	Voice:	
Fax:	<b>360.651.5099</b>	Fax:	
e-mail:	<a href="mailto:ahess@marysvillewa.gov">ahess@marysvillewa.gov</a>	e-mail:	

Reporting Period	Program

**Sec 1: Program Milestones**

Program Milestones Accomplished	Comments

**Sec 2: Note: Unduplicated client counts must be reported both quarterly and year-to-date**

Service Unit/Performance Measure	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	Year to Date Total
Marysville Persons Served					
Marysville families/households Served (subset of above)					

**Sec. 3: Provide a narrative explanation if performance measures were not met for the contract year.**

**Sec. 3: Race/Ethnicity**

NOTE: Column A should equal the totals in the race groups (columns H-R). The totals for the three income groups (columns B-E) should equal the total in column A. If you serve a “Presumed Benefit” clientele, write “PB” in columns C-E instead of numbers. Columns F and G should equal total in column A. Columns S and T stand alone.

MONTH	Total # Persons Assisted	Non-Low/Mod Clients	Moderate-Income Clients (A=B+C+D+E)	Low-Income Clients (A=B+C+D+E)	Extremely Low Income Clients (A=B+C+D+E)	Hispanic	Non-Hispanic	White	Black/African American	Asian	American Indian/Alaskan Native	Native Hawaiian/Other Pacific Islander	American Indian/Alaskan Native and White	Asian and White	Black/African American and White	American Indian/Alaskan Native and Black	American Indian/Alaskan Native and Black/African American	Other Multi-racial	Persons with Disabilities	Female Head of Household
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T
SEP																				
OCT																				
NOV																				
DEC																				
JAN																				
FEB																				
MAR																				
APR																				
MAY																				
JUN																				
JUL																				
AUG																				
YTD																				

**Sec 4 Homeless**

Note: Complete only for individuals & families who have been assisted with transitional and permanent housing.

<b>Unduplicated Units</b>	<b>1<sup>st</sup></b>	<b>2<sup>nd</sup></b>	<b>3<sup>rd</sup></b>	<b>4<sup>th</sup></b>	<b>Year to Date</b>
Individuals					
Families					
Total Homeless					

**Sec 5: Accomplishment****Complete for Public Services Projects:**

<b>Of the Total Persons, Number of:</b>	<b>1<sup>st</sup></b>	<b>2<sup>nd</sup></b>	<b>3<sup>rd</sup></b>	<b>4<sup>th</sup></b>	<b>Year to Date</b>
With New or Continuing Access to Service or Benefit					
With Improved Access to a Service or Benefit					
Receive a Service or Benefit that is No Longer Substandard					

**Complete for Capital Facilities & Infrastructure Projects:**

<b>Of the Total Persons, Number of:</b>	<b>1<sup>st</sup></b>	<b>2<sup>nd</sup></b>	<b>3<sup>rd</sup></b>	<b>4<sup>th</sup></b>	<b>Year to Date</b>
With New Access to this type of Public Facility or Infrastructure Improvement					
With Improved Access to this Type of Public Facility or Infrastructure Improvement					
With access to Public Facility or Infrastructure that is No Longer Substandard					

**Complete for Homeowner Rehab Projects:**

<b>Of the Total Owner Units, Number of:</b>	<b>1<sup>st</sup></b>	<b>2<sup>nd</sup></b>	<b>3<sup>rd</sup></b>	<b>4<sup>th</sup></b>	<b>Year to Date</b>
Units Occupied by Elderly					
Units moved from Substandard to Standard					
Units Qualified as Energy Star					
Units built prior to 1978					
Exempt from Lead Paint Requirements: No paint disturbed					
Exempt from Lead Paint Requirements: Housing constructed 1978 or later					

Person completing the form: \_\_\_\_\_  
(Printed Name & Title)

Signed: \_\_\_\_\_ DATE: \_\_\_\_\_

**For Department Use Only:** Enter notes if Agency underperformed.

--

For Department Use Only			
Contractual Obligations Met			
By:		Date:	

## Exhibit E

### Request For CDBG Reimbursement

City of Marysville Community Development Department - 80 Columbia Ave - Marysville, WA 98201

**Total Reimbursement Requested:** **\$0.00**

(Must match the "Reimbursement Requested - This Date" Total)

**Subrecipient Contact**

Agency Name:  
(Street Address)  
(City, State, Zip Code)

Project No: \_\_\_\_\_  
Project Title: Crosswalk Improve  
Preparers Name: \_\_\_\_\_  
Reporting Period: \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

(must be original signature)

BARS	Expenditure Category	Reimbursement Requested		CDBG Bud
		This Date	Cummulative	Approved Total
10	Salaries/Wages			
20	Benefits			
30	Office & Operating Supplies			
41	Professional Services			
42	Postage			
42	Telephone			
42	Internet Access			
43	Mileage			
44	Advertising			
45	Operating Rentals/Leases			
46	Insurance			
47	Utilities			
48	Repairs/Maint			
49	Printing/Copying			
49	Dues/Subscriptions			
49	Registration/Tuition			
49	Direct Client Assistance			
49	Other (Please Specify)			
64	Machinery/Equipment			
	<b>Total Direct Costs</b>	0.00	0.00	0.00
	<b>Admin/Indirect Costs</b>			
	<b>Total Project Costs</b>	0.00	0.00	0.00

\*\* Subrecipient must expend funds awarded under this Agreement in accordance with the approved budget set out in subsequently amended. Amendments to the approved budget must be made in accordance with the Agreement and Marysville procedures.

<b>Compliance Review</b>	
<input type="checkbox"/> Authorized Signature <input type="checkbox"/> Allowable/Eligible Costs Grantee Manager _____	<input type="checkbox"/> Within Budget <input type="checkbox"/> Meets Contract Terms Date _____

Reimbursement Certification

City of Marysville CFDA 14.218 CDBG Entitlement

(Agency/Project)









**City of Marysville**  
**Exhibit F**  
**Certification Regarding Debarment and Suspension**

Subrecipient Contact:		Project No:	
Agency Name:		Project Title:	
Street Address:			
City, State, Zip Code:			

**Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;
  - b. Have not within a three-year period preceding this proposal, 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 (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. 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 this certification; and
  - d. Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
  
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Instructions for Certification (A)**

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency’s determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government/City of Marysville, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or

agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government/City of Kent, the department or agency may terminate this transaction for cause of default.

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

1. The prospective lower tier participant certifies, by submission of this proposal, 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.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Instructions for Certification (B)**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier

participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government/City of Kent, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

Primary Subrecipient/Sub-Contractor <b>(Print Below)</b>	Date
Authorized Signature <b>(Sign Below)</b>	Title

**City of Marysville  
Exhibit G  
Certification Regarding Lobbying**

Subrecipient Contact:	City of Marysville Parks	Project No:	
Agency Name:	City of Marysville	Project Title:	Crosswalk Improvement
Street Address:	80 Columbia Ave		
City, State, Zip Code:	Marysville WA 98270		

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name <b>(Print Below)</b>	Title
Authorized Signature <b>(Sign Below)</b>	Date





## INSTRUCTION FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. Of the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the report entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
  1. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
  2. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
  3. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
  4. Provide a specific and detailed description of the service that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
  5. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
  6. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington D.C. 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES**  
CONTINUATION SHEET

Approved by OMB  
0348-0046

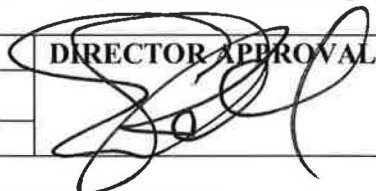
Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

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# *Index #7*

**CITY OF MARYSVILLE AGENDA BILL  
EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: June 28, 2021**

<b>AGENDA ITEM:</b>	
Fourth Amendment to the 1995 Agreement Between City of Marysville and the Tulalip Tribes to Wheel Water	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Karen Latimer, Utility Manager	
<b>DEPARTMENT:</b>	
Public Works – Water Division	
<b>ATTACHMENTS:</b>	
<ol style="list-style-type: none"> <li>1. Fourth Amendment to the 1995 Agreement Between City of Marysville and the Tulalip Tribes to Wheel Water</li> <li>2. Exhibit A</li> </ol>	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
N/A	N/A
<b>SUMMARY:</b>	

On September 5, 1995, the City of Marysville (City) and the Tulalip Tribes (Tribes) entered into a water wheeling agreement (Agreement) to convey water originating at the Joint Operating Agreement pipeline through the City water distribution system to the Tribes water system. On February 17, 2021, the City and Tribes executed a Third Amendment to the Agreement to extend the termination date of the agreement to July 1, 2021, so the City and Tribes could finish negotiating a replacement agreement. Negotiation work was delayed due to COVID-19 and will not be completed before the agreement termination date. The City and Tribes desire to extend the agreement for one additional year to July 1, 2022, so this work may be completed.

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor to sign and execute the Fourth Amendment to the 1995 Agreement Between City of Marysville and the Tulalip Tribes to Wheel Water.

**RECOMMENDED MOTION:**

I move to authorize the Mayor to sign and execute the Fourth Amendment to the 1995 Agreement to wheel water.

FOURTH AMENDMENT TO THE 1995 AGREEMENT BETWEEN CITY OF  
MARYSVILLE AND THE TULALIP TRIBES TO WHEEL WATER

This Fourth Amendment to the 1995 Agreement between the City of Marysville and the Tulalip Tribes to Wheel Water (the "Wheeling Agreement"), is made and entered into as of the date of the last signature below by and between the CITY OF MARYSVILLE, a municipal corporation, and the TULALIP TRIBES.

WHEREAS, the parties hereto executed the Wheeling Agreement on September 5, 1995, attached hereto as **Exhibit A**; and

WHEREAS, the parties hereto executed the Third Amendment to the Wheeling Agreement on February 17, 2021 to amend the term of the contract from the date of its mutual acceptance by all parties until July 1, 2021; and

WHEREAS, the term of Wheeling Agreement is set to expire on July 1, 2021; and

WHEREAS, parties desire to extend term of the Wheeling Agreement by one year.

NOW, THEREFORE, the Wheeling Agreement between the City of Marysville and the Tulalip Tribes, dated September 5, 1995, is amended as follows:

1. Section XI of the Wheeling Agreement, titled "Term and Expiration," is amended to read as follows:

“(1) The term of this contract shall be from the date of its mutual acceptance by all parties until July 1, 2022, plus such extensions as may be mutually agreed upon.”

2. Each and every provision of the Wheeling Agreement shall remain in full force and effect, except as modified herein.

**[SIGNATURES ON FOLLOWING PAGE]**

DATED \_\_\_\_\_, 2021

THE CITY OF MARYSVILLE

\_\_\_\_\_

JON NEHRING, Mayor

Attest/Authenticated:

\_\_\_\_\_

Tina Brock, Deputy City Clerk

Approved as to form:

\_\_\_\_\_

Jon Walker, City Attorney

DATED \_\_\_\_\_, 2021

TULALIP TRIBES

By \_\_\_\_\_

Its \_\_\_\_\_

THIRD AMENDMENT TO THE 1995 AGREEMENT BETWEEN CITY OF MARYSVILLE  
AND THE TULALIP TRIBES TO WHEEL WATER

This First Amendment to the 1995 Agreement between the City of Marysville and the Tulalip Tribes to Wheel Water (the "Wheeling Agreement"), is made and entered into as of the date of the last signature below by and between the CITY OF MARYSVILLE, a municipal corporation, and the TULALIP TRIBES.

WHEREAS, the parties hereto executed the Wheeling Agreement on September 5, 1995, attached hereto as **Exhibit A**; and

WHEREAS, the term of Wheeling Agreement is set to expire on July 1, 2020; and

WHEREAS, parties desire to extend term of the Wheeling Agreement by one year.

NOW, THEREFORE, the Wheeling Agreement between the City of Marysville and the Tulalip Tribes, dated September 5, 1995, is amended as follows:

1. Section XI of the Wheeling Agreement, titled "Term and Expiration," is amended to read as follows:

“(1) The term of this contract shall be from the date of its mutual acceptance by all parties until July 1, 2021, plus such extensions as may be mutually agreed upon.”

2. Each and every provision of the Wheeling Agreement shall remain in full force and effect, except as modified herein.

**[SIGNATURES ON FOLLOWING PAGE]**

DATED \_\_\_\_\_, 2020

THE CITY OF MARYSVILLE

\_\_\_\_\_  
JON NEHRING, Mayor

Attest/Authenticated:

\_\_\_\_\_  
Tina Brock, Deputy City Clerk

Approved as to form:

\_\_\_\_\_  
Jon Walker, City Attorney

DATED 2/17/2021, 2020

TULALIP TRIBES

DocuSigned by:  
*Teri Gobin*  
By \_\_\_\_\_  
7F0A44895428425...  
Its Teri Gobin  
11/12/20 Chairwoman

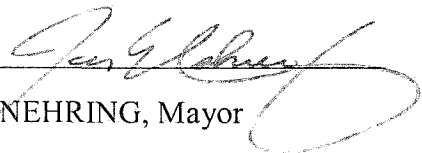


DATED June 24, 2020

DATED \_\_\_\_\_, 2020

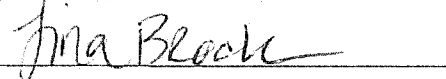
THE CITY OF MARYSVILLE

TULALIP TRIBES

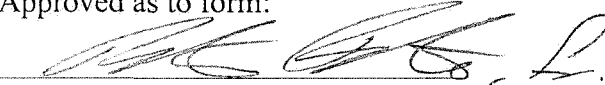
  
\_\_\_\_\_  
JON NEHRING, Mayor

By \_\_\_\_\_  
Its \_\_\_\_\_

Attest/Authenticated:

  
\_\_\_\_\_  
Tina Brock, Deputy City Clerk

Approved as to form:

  
\_\_\_\_\_  
Jon Walker, City Attorney

SECOND AMENDMENT TO  
1995 AGREEMENT BETWEEN CITY OF MARYSVILLE AND THE TULALIP TRIBES TO  
WHEEL WATER

WHEREAS, on September 5, 1995 the City of Marysville and Tulalip Tribes entered into an agreement entitled "1995 Agreement Between City of Marysville and the Tulalip Tribes to Wheel Water"; and

WHEREAS, that agreement was first amended in 2005 by an "addendum" document which added a third point of connection at 116<sup>th</sup> Street; and

WHEREAS, the parties now wish to further amend said 1995 wheeling agreement by revising Section VIII entitled "WATER RATE";

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. The agreement entitled "1995 Agreement Between City of Marysville and the Tulalip Tribes to Wheel Water" is hereby amended, as set forth in this second amendment.
2. Section VIII of the original 1995 agreement is deleted in its entirety and substituted with the language set forth in paragraph 4 below.
3. Except as set forth in paragraph 4 below, all other provisions of the 1995 Agreement Between City of Marysville and the Tulalip Tribes to Wheel Water and the first amendment thereto shall remain unchanged.
4. From and effective on the date of signature by all parties below, Section VIII is amended to read as follows:

VIII

WATER RATE

1. *The City will be compensated under this Agreement for delivering City of Everett water to the Tulalip Reservation through the JOA pipeline and through the City's existing water distribution system.*
2. *The cost to the Tribes for such water delivery shall be a water rate equal to the sum of the "JOA Water Rate" and a "Wheeling Charge" as those terms are defined in this Agreement. The cost shall be adjusted yearly on December 31<sup>st</sup> based upon costs and water quantities established one year prior to the effective date. (For example, the JOA Rates will be determined on December 31, 2007, based upon water quantities used and costs incurred in 2006.)*

3. The "JOA Water Rate" under this Agreement shall be determined under the following equation:

$$R = E + \frac{(P + M)(1.0 + OH) + 1.25DS + TD}{QE}$$

Where:

R = JOA water rate (per 100 cf)  
 E = Everett cost (per 100 cf)  
 P = Power cost for preceding year  
 M = Maintenance and operating cost for preceding year  
 Allocated to pipeline  
 OH = Water utility overhead rate  
 DS = Future debt service  
 TD = Transmission Depreciation  
 QE = Quantity of water conveyed from Everett for  
 Preceding year in 100 cf

Storage needs shall be provided by each purveyor.

4. The "Wheeling Charge" is a charge to JOA participants for water furnished through the Marysville distribution system from any source, and shall be determined by the following equation:

$$W = \$6,300 + (OM \times QM) + C$$

Where:

W = Wheeling Charge (Monthly)  
 OM = 150%(R-E), wheeling operation and maintenance cost (per 100 cf) for the City of Marysville water distribution system, see "JOA Water Rate" for R, and E  
 QM = Quantity of water metered into the Tribes system from the City of Marysville during the billing period (per 100 cf)  
 C = Customer costs associated with meter maintenance, operation, and replacement, meter reading, billing expense, and reports and collection

Storage needs shall be provided by each purveyor.

5. Other definitions:

Everett Cost = E

The Everett Water Cost shall be the then current water charges paid by the CITY as determined by the "Everett and

JOA Participants - Water Supply Contract" and any additional charges as agreed to in the future between the City of Everett and the CITY of Marysville or as determined by law. The rate shall continue to be computed to the nearest ten thousandth of a dollar.

Power Cost = P

Power cost shall include all electrical and heating charges at the CITY's existing water supply facilities, such as, standby wells, reservoirs, and the meter pits for the preceding year and such other wholesale facilities as may be constructed by the CITY.

Maintenance and Operations Cost = M

Maintenance and Operation Costs shall include all repairs of pumps, motors, and heaters at the standby wells serving the wholesale customers, telemetering repairs or additions, all labor costs for above and daily maintenance and operation of standby wells, transmission and distribution system maintenance, telemetering, "Master Meter" readings, and other maintenance and operation costs attributable to either "JOA Water Rate" or "Wheeling Charge" and the equipment necessary to perform said work.

JOA Transmission Depreciation = TD

Is defined as the total cost including but not limited to material, labor, engineering, sales tax, legal, administration, etc. of various segments of the JOA transmission line divided by the useful life. For this purpose, the depreciation rate for cost or ductile iron pipe shall be 100 years and for concrete cylinder, PVC, 3/16-inch shell or heavier steel pipe shall be 50 years. City records showing the original or estimated cost to be depreciated will be made available to the Tribes for verification is and when desired by the Tribes.

Depreciation shall continue until the useful life of the facility, defined above, is reached. At such time it is assumed a replacement facility will be constructed. The cost of the replacement facility will be borne by the City of Marysville. At the time the facility is replaced, the depreciation cost to the Tribes will be revised to reflect the replacement costs.

Water Utility Overhead Rate = OH

The formula for determining the overhead rate is attached as Exhibit B and includes the following components.

- General and specific overhead direct and indirect associated with water service excluding meter reading and billing cost
- Professional services
- Insurance
- Taxes and assessments: It is understood that the Tribes are not subject to the same taxes as the City. At the Tribes' option and expense they may seek to have its portion of such taxes exempted from payment to the City, in which case the credit would be passed onto the Tribes. Written proof of such exemption shall be provided to the City reflecting such tax exemption, if any.
- Transmission and distribution supervision

Future Debt Service = DS

Future debt service shall include bonded debt service required for any future pumping, or distribution lines as may be required. Cost will be included in the appropriate formula added to this agreement at the second billing period to the TRIBES after sale of bonds issued for construction of the above future facilities. In the event the CITY elects to finance any future facilities out of CITY general construction funds, then such total costs will be added to this agreement by the second billing period of the following year and paid for under maintenance and operation costs.

The CITY bond covenants require a bond coverage of 1.25 times the Debt Service which is incorporated in the rate formula. The CITY policy is to use any coverage money not required for the bond reserve fund, refunding of bonds, or the retirements of bonds for JOA pipeline improvements to the extent possible.

It is understood that debt service is an alternative to depreciation in the formula. With both parties' concurrence, a facility(ies) can be exempt from depreciation charge if future replacement or repair is anticipated to be finance through issuing bonds. Whereby

the annual cost for facility replacement would be included as debt service. Specific facilities that were exempt from depreciation would be attached as an addendum to this agreement.

[END OF SECTION VIII]

DATED this 9 day of Oct, 2008.

THE TULALIP TRIBES OF WASHINGTON

By: *Ma Sheldon*  
Chairman, Board of Directors

Attest: *Maren Zyberg*  
Secretary, Board of Directors

APPROVED AS TO FORM:

By: *ARAA*  
Ofc .of Reservation Attorney

CITY OF MARYSVILLE

By: *Dennis L Kendall* *11/24/08*  
Mayor *Date*

Attest: *Jenny Peff*  
City Clerk

APPROVED AS TO FORM:

By: *Frank Weed*  
City Attorney

1995

AGREEMENT BETWEEN  
CITY OF MARYSVILLE AND THE TULALIP TRIBES  
TO WHEEL WATER

IT IS HEREBY AGREED by and between the CITY OF MARYSVILLE, a municipal corporation of Snohomish County, Washington, hereinafter referred to as the "CITY," and the TULALIP TRIBES, hereinafter referred to as "TRIBES."

WHEREAS, the CITY and the TRIBES have a joint operating agreement (JOA) dated January 10, 1991, which envisions coordination in implementation of an adequate and safe water supply for North Snohomish County.

WHEREAS, the CITY hereby agrees to provide the following services to the TRIBES. Conveyance of water originating at the JOA pipeline through the City's existing distribution system and administration of payment to the City of Everett for water utilized through the JOA pipeline.

WHEREAS, it is proposed that a "Wheeling Charge" in accordance with Section 4E of the JOA be established which will fairly and reasonably compensate the City for conveying water through the City's existing water distribution system from the terminus of the Phase I JOA pipeline to the points of connection with the TRIBES as established by this agreement.

NOW, THEREFORE, IT IS AGREED as follows:

I

DEFINITIONS

As used in this Agreement, the following words and phrases shall have the meanings hereinafter set forth unless the context shall clearly indicate that another meaning is intended.

(1) The term "Transmission Main" shall mean that part of the supply system having a primary purpose of carrying a supply of water between the source and the distribution systems and has no direct service connections except by variance by the City Council to individuals or final users tapped into this main.

(2) The term "Service Connections" shall mean those separate connections between a distribution system main and the final consumer.

(3) The term "Distribution Main" shall mean any size water main which has service connections tapped directly to the water main supplying an individual or final consumer.

(4) The term "Distribution Facilities" shall mean that system of pipes and appurtenances used for receiving a supply of water and distributing it directly to the consumers or final users. For the purpose of this contract, it shall be further understood to mean that the "distribution facilities" are separate parts of a water system and as such are all operated and controlled by either the TRIBES or the CITY individually, but not jointly.

(5) The term "Service Meters" shall mean the meter or measuring device installed on a service line or service connection for the purpose of measuring the water service furnished to the final consumer.

(6) The term "Master Meter" shall mean the measuring device placed in the flow of a large main not being a service connection.

(7) The term "Everett and JOA Participants – Water Supply Contract" shall mean that a certain contract and agreement existing between the City of Everett and Joint Operating Agreement participants (specifically the City of Marysville, Public Utility District No. 1 of Snohomish County and the Tulalip Tribes of Washington) as relates to water supply and dated January 10, 1991, as it now exists and as it may be amended in the future.

(8) The term "Cubic Foot" shall mean a unit of measurement of flowing water equal to 7.48 gallons past a given point, usually a meter.

(9) The term "JOA Water Rates" shall include all applicable costs, including the Everett water cost, maintenance and operating costs allocated to the JOA pipeline, power costs, direct overhead costs of the City of Marysville Utility Department, and indirect city overhead costs, all divided by the quantity of water conveyed from Everett from the preceding year in 100 cubic feet increments.

(10) The term "Wheeling Charge" shall include all applicable costs, including Marysville system costs, direct overhead costs of the utility department, and indirect city overhead costs, all divided by the quantity of water metered in the system in 1,000-gallon increments. In addition, there will be a fixed charge levied on a periodic basis for costs associated with meter operation, maintenance, and calibration; meter reading; billing expense; and reports and collection.

(11) The term "Terminal Storage Reservoir" defines a storage reservoir used primarily to provide reserves against transmission failure from the supply, supply or pumping failure, and which permits a reduced sizing in the supply transmission and pumping system to the terminal storage reservoirs.

(12) The term "Peak Day Water" is the 24-hour average flow rate for any maximum usage day during a calendar year.



## II

FUTURE FACILITY ACQUISITIONS

The TRIBES and the CITY agree that, at some future time it may be desirable for the CITY to extend its CWSP boundaries to include a part of the TRIBES service area, the "Distribution Facilities" used exclusively to serve such area may become the property of the CITY at the discretion of the TRIBES and the CITY shall pay to the TRIBES as follows:

If the TRIBES has or should construct additions or replacements to its "Distribution Facilities" in any area within its boundaries and said area becomes the service area of the CITY, the CITY shall pay the TRIBES upon acquiring these facilities the amount of money expended by the TRIBES from general TRIBES or Construction Funds, not covered by assessments for the construction of these improvements computed on a straight line depreciation formula. For these purposes, the depreciation rate for cast or ductile iron pipe shall be 100 years and for concrete cylinder, 3/16" shell or heavier steel pipe or reservoirs shall be 50 years. TRIBES records showing the original cost to be depreciated will be made available to the CITY for verification if and when desired by the CITY. Payment for the facilities acquired by the CITY shall be computed as herein specified but in no case shall it be less than that required under bond covenants for all outstanding revenue obligations of the TRIBES.

Upon City service in areas where facilities were installed under Local Improvement Districts or private plat developments, the CITY shall pay the TRIBES an amount equal to that required under the bond covenants for all outstanding revenue obligations of the TRIBES before acquisition from the TRIBES.

When the CITY serves a future area of the TRIBES's service area, the CITY shall pay for the improvements installed by the TRIBES as outlined above within 180 days from the date of service. Upon final payment, conveyance of said improvements shall be made by issuance of a Bill of Sale by the TRIBES to the CITY.

It is further understood and agreed by the TRIBES and CITY that these provisions with respect to the acquisition of facilities owned by the TRIBES do not apply to existing "Transmission Mains" or appurtenances or those which may be constructed and provided by the TRIBES for the single purpose of supplying water to distribution systems operated independently by the TRIBES or any legally constituted municipality owned and operated distribution system supplied by the TRIBES.

## III

DEDICATED TRIBAL WATER LINE

Should the TRIBES be required or elect to install and maintain a water transmission line or lines within the CITY corporate limits to supply water to the TRIBES' service and/or storage area, the TRIBES agree to apply for, and the CITY agrees to grant, subject to all CITY rules, policies, regulations and ordinances, necessary permits, franchises and rights-of-way to the TRIBES as reasonably required provided further that the TRIBES shall pay for all acquisition of rights-of-way required to be obtained on other than public streets and public properties of the CITY. All necessary permits and/or franchise fees required shall be paid by the TRIBES. The TRIBES agrees to construct along the rights-of-way covered by the leases, permits, and franchises by the CITY's Public Works Department and permitted by the CITY's codes and ordinances. The TRIBES agrees to maintain all the facilities constructed by it within the corporate limits of the CITY in good working order and will save harmless the CITY from any and all claims for damages to property or persons resulting from its failure to comply with this agreement or from acts of omissions by its agents.

## IV

POINTS OF CONNECTION

The CITY agrees to deliver peak day water needed by the TRIBES at the agreed connection points on the regional supply main within the CITY's existing distribution facilities at rates as hereinafter set forth, subject to limits of the "Everett and JOA Participant - Water Supply Contract." Said agreed connection points and peak day water volumes include:

- Single point of connection at 88th Street N.E. with a peak day water demand of 210 gallons per minute.

- Single point of connection at Marine Drive with a peak day water demand of 440 gallons per minute.

- Simultaneous delivery at two points of connection at Marine Drive and 88th Street N.E. with a peak day water demand of 366 gallons per minute and 176 gallons per minute, respectively, for a total of 542 gallons per minute; and an average day water demand of 473 gallons per minute and 240 gallons per minute, respectively, for a total of 713 gallons per minute.

The actual point of delivery at each connection point shall be the upstream flange of the valve downstream of each "Master Meter" and check valve. If the CITY's supply is limited by Everett, the TRIBES' supply will be limited in the same proportion as the entire CITY will be limited. The TRIBES may be delivered water at other points in the CITY's system; however, the amount of water available is limited. The TRIBES may improve the distribution system to increase flow with permission of the CITY.

The agreement to supply water by the CITY to the TRIBES shall be subject to and limited by unavoidable accidents, acts of God, and any conditions beyond the control of the CITY. If the CITY declares an emergency on limited water available through accident, catastrophe, or limitations by Everett by contract or its own emergency and notifies the TRIBES of the limitations imposed by the CITY, the TRIBES shall comply with those limitations or be subject to the CITY's controlling delivery of water at the "Master Meters" during that emergency. The CITY will treat any major interruption to the supply to the TRIBES as an urgent matter and will attempt to restore or cause to be restored normal service to the TRIBES as expeditiously as possible. As such, the TRIBES agrees to save and hold harmless the CITY, its officers, agents, and employees, from and against any and all liabilities, claims, actions, or damages by the TRIBES and customers thereof relating to or arising out of unavoidable accidents, acts of God, catastrophe, limitations by Everett either through contract or its own emergency, and any and all other conditions beyond the control of the CITY. Any and all claims arising out of such circumstances by customers of the TRIBES shall be referred directly to the TRIBES and it shall review, adjust, and/or defend said claims at its own expenses, as appropriate.

The quantity of water delivered shall be measured by the "Master Meters" referred to in Section VI herein. Nothing herein, however, should be construed as obligating the TRIBES to take or purchase any minimum quantity of water from the CITY at any time.

## V

### STORAGE DEFICIENCY DEMAND CHARGE

The CITY shall implement a demand charge based on the TRIBES' deficient water storage or control thereof and the equivalent cost to provide storage, when the instantaneous flow rate for the sum of all supply points exceeds 4.09 million gallons per day as determined by the 15-minute peak instantaneous flow rate, and such demand charge shall be applied only if the average demand factor exceeds 1.3 as outlined in the following paragraphs.

Such demands charge and method of application thereof shall be as follows:

(1) The policy of the CITY is to supply "Peak Day Water" to the TRIBES at the 24-hour average flow rate. The TRIBES shall provide or pay for storage for peaking rates above such average flow rate as described herein.

(2) A demand charge will be applicable to the TRIBES when it is found to have deficient storage as determined in the following paragraphs.

(3) The "Master Meter" or meters to the TRIBES will be monitored by the CITY to determine applicability of the demand charge. Demand metering equipment telemetered to the CITY's Public Works Department will be installed on "Master Meters" at the TRIBES expense and maintained by the CITY.

(4) A day for purposes of the schedule commences at 9:00 a.m. and ends at 9:00 a.m. the following calendar day.

(5) The demand factor for each "Master Meter" service is the peak flow rate as defined in subparagraph 13 of this section divided by the 24-hour average flow rate of the same day as shown on the telemetered chart in the CITY's Public Works Department for each "Master Meter."

(6) The 10 maximum flow days each year for each "Master Meter" service will be used to determine the average demand factor from which storage deficiency will be calculated. (Such, 10 maximum flow days need not necessarily be consecutive.) The average demand factor is the average of the demand factors of the 10 maximum flow days for each "Master Meter" service each year.

(7) A demand charge for each "Master Meter" service shall be applied only when the average factor for that meter exceed 1.3.

(8) The deficient storage volume of each "Master Meter" service for charge calculation rate shall be  $S = 0.22 (F - 1.0) Q$ : Where S = storage deficiency in gallons. F = average demand factor and Q = average daily quantity of water in gallons used in the 10 maximum flow days for each "Master Meter" for each year.

(9) The demand charge shall be calculated by applying a storage deficiency rate per month per thousand gallons of deficient storage. The base rate beginning in 1995 is \$5.50 per month per thousand gallons based on an Engineering News Record Index of Construction Costs for 20 cities of 5,432.08. The rate in subsequent years will be adjusted based upon the ratio of the current ENR index in January of the year in which the demand charge is applied to 5,432.08.

(10) The demand charge will be calculated by the first of November of each year after evaluation of the summer months (June, July, and August) water delivery flow rates. The monthly storage deficiency demand charge billing shall commence in January of the year following the instantaneous flow rate exceeding 4.09 million gallons per day and the demand factor exceeding 1.3 and continue for one calendar year until the following January at which time a new charge, if any, shall be applied.

(11) Peak flow caused by accidents in the TRIBES' water system will be excluded in determining the demand charge. Documentation shall be provided by the TRIBE to the Public Works Director of the CITY within 30 days after an accident.

(12) Artificially created flow rates shall be disallowed in calculating the demand charge, such as a catastrophe causing fires or water line ruptures and electrical storms interfering with the telemetering signals.

(13) The peak flow rate under paragraph (5) above shall be the average of not less than a 15-minute peak rate as shown on the telemetered chart.

## VI

### MASTER METER

All water supply delivered by the CITY to the TRIBES through the permanent supply points at Marine Drive and 88th Street N.E. shall be measured through the "Master Meter." Said "Master Meter" shall include telemetry of flow data and any necessary control functions and shall meet all specifications and approval of the CITY. All costs of installation, maintenance, repair, and replacement thereof shall be borne by the TRIBES. The "Master Meter" and facilities to the downstream face of the meter vault shall be owned by the City of Marysville.

Access to the meter and the flow records shall be made available to the CITY at all times. The CITY shall maintain, repair, and replace the remote control recording equipment at the meter at TRIBES expense. The meter shall be checked by the CITY for accuracy on an annual basis as part of normal maintenance. However, either party to this agreement may, at its option, request or cause to be tested the main line meter for accuracy at any other time between the annual checks. All tests shall be conducted in a manner agreeable to both parties and the costs of the testing other than the annual check shall be borne in the following manner: If both parties agree to the test, then costs will be shared equally. If either of the parties singularly requests the test, then the cost shall be borne by the party causing the test to be performed providing the test indicates the meter to be performing within 2% of the degree of accuracy guaranteed by the manufacturer of the equipment. In the event the meter is not performing within the allowable limits (2% of the manufacturer's guaranteed accuracy) then the party benefiting as a result of the malfunction shall bear the cost of the test that the meter is not functioning within the herein agreed tolerance, then an adjustment in charges for water supply shall be determined as follows:

The meter error percentage determined from the test shall be used to adjust recorded deliveries and shall apply for a period of time being one-half the time between the last satisfactory test and the test at which the malfunction was determined, plus all of the time between discovery of the error and completion of repairs or adjustment of the meter. Either a credit or additional billing at the rates hereinafter provided for water supply shall accrue to the appropriate party. The "Master Meter" installation shall include a blank meter case with cover plate for testing meter immediately downstream of the "Master Meter" at Marine Drive and 88th Street N.E. with appropriate valving and bypass around said meter and meter case to facilitate testing of meter. The CITY will provide and insert test meter for accuracy certification of "Master Meter." A strainer immediately upstream of "Master Meter." will be included as part of the "Master Meter" installation.

The CITY shall construct, purchase, and install a new "Master Meter" facility meeting all CITY specifications at each connection point and at such other locations as mutually agreed between the parties. Within thirty (30) days of the construction, purchase, and installation of

such meter facility, the TRIBES shall reimburse the CITY for all expenses associated with the metering facility. Said meters shall be installed in an adequately drained vault separate from pressure-reducing equipment. The CITY shall operate, maintain, repair, and test the "Master Meters" and may bill the TRIBES for the cost of such services in the month following the month in which the costs are incurred. The CITY shall provide documentation of all maintenance, repairs, and testing to the TRIBES, along with its billing for such services.

Should the test meter record a higher consumption than the master meter, consumption will be adjusted to the test meter as aforementioned. Consumption will continue to be based upon an adjustment to the test meter unless the master meter is recalibrated.

## VII

### WATER QUALITY

The CITY will make every reasonable effort to deliver a quality of water to the TRIBES equal to the quality delivered to the CITY by the City of Everett under Section 4G of the "Everett and JOA Participants Water Supply Contract," and the CITY makes no other promise, representation, or warranty regarding the quality of water delivered to the TRIBES. In the event sources of other water, such as from the CITY's well system are available and the CITY determines in its discretion to supply such water, and the TRIBES agrees to accept such water, the quality of such water shall be "well water" and the CITY shall not be required to treat, filter, or otherwise modify the water provided by such other supplies.

The TRIBES shall provide means, at its own expense, to assure that water will not backflow into the CITY system. The CITY further agrees that it will continue to cooperate on an ongoing basis with the City of Everett to pursue compliance with the Federal Safe Drinking Water Act – Public Law 93-523.

## VIII

### WATER RATE

The City will be compensated for City of Everett water utilized through the JOA pipeline defined as "JOA Water Rate" and through a "wheeling charge" for water transmittal through the City's existing water distribution system." The cost to the TRIBES shall be the sum of the "Wheeling Charge" plus the "JOA Water Rate." The cost to the Tribes shall be adjusted yearly on December 31st based upon costs and water quantities established one year prior to the effective date (e.g., December 31, 1995, adjusted cost based upon 1994 costs and water quantities).

The rate to be paid by the TRIBES to the CITY for water shall be based on the sum of the "JOA Water Rate" plus the "Wheeling Charge" computed from the following formulas:

1. "JOA Water Rates" at termination of JOA pipelines – storage needs provided by each purveyor.

$$R = E + \frac{(P + M)(1.0 + OH) + 1.25DS + TD}{QE}$$

R	=	JOA water rate (per 100 cf)
E	=	Everett cost (per 100 cf)
P	=	Power cost for preceding year
M	=	Maintenance and operating cost for preceding year allocated to pipeline
OH	=	Water utility overhead rate
DS	=	Future debt service
TD	=	Transmission Depreciation
QE	=	Quantity of water conveyed from Everett for preceding year in 100 cf

2. "Wheeling Charge" to JOA participants for water furnished through the Marysville distribution system from any source. Storage needs provided by each purveyor.

$$W = \frac{(MV)(1.0 + OH)}{QM} + C$$

W	=	Wheeling Charge (per 1,000 gallons)
MV	=	Marysville system costs (per 1,000 gallons)
OH	=	Water utility overhead rate
QM	=	Quantity of water metered into the system exclusively for Marysville and the Tribes from all sources, including water metered at JOA pipeline (per 1,000 gallons)
C	=	Customer costs associated with meter maintenance, operation and replacement, meter reading, billing expense, and reports and collection

3. Total cost to TRIBES will be "Wheeling Charge" and "JOA Water Rates."
4. Rate Component Descriptions.

Everett Cost = E:

The Everett Water Cost shall be the then current water charges paid by the CITY as determined by the "Everett and JOA Participants – Water Supply Contract" and any additional charges as agreed to in the future between the City of Everett and the CITY of Marysville or as determined by law. The rate shall continue to be computed to the nearest ten thousandth of a dollar.

Power Cost = P:

Power cost shall include all electrical and heating charges at the CITY's existing water supply facilities, such as, standby wells, reservoirs, and the meter pits for the preceding year and such other wholesale facilities as may be constructed by the CITY.

Maintenance and Operations Cost = M:

Maintenance and Operation Costs shall include all repairs of pumps, motors, and heaters at the standby wells serving the wholesale customers, telemetering repairs or additions, all labor costs for above and daily maintenance and operation of standby wells, transmission and distribution system maintenance, telemetering, "Master Meter" readings, and other maintenance and operation costs attributable to either "JOA Water Rate" or "Wheeling Charge" and the equipment necessary to perform said work.

JOA Transmission Depreciation = TD:

Is defined as the total cost including but not limited to material, labor, engineering, sales tax, legal, administration, etc. of various segments of the JOA transmission line divided by the useful life. For this purpose, the depreciation rate for cast or ductile iron pipe shall be 100 years and for concrete cylinder, PVC, 3/16-inch shell or heavier steel pipe shall be 50 years. City records showing the original or estimated cost to be depreciated will be made available to the Tribes for verification if and when desired by the Tribes.

Depreciation shall continue until the useful life of the facility, defined above, is reached. At such time it is assumed a replacement facility will be constructed. The cost of the replacement facility will be borne by the City of Marysville. At the time the facility is replaced, the depreciation cost to the Tribes will be revised to reflect the replacement costs.

Marysville System Costs = MV:

The following is a breakdown of system costs by expense item for JOA participants using the Marysville distribution system:

- i) Supply – Supply meters other than JOA pipeline.
- ii) Pumping and Treatment Costs
  - Operation of equipment
  - Power
  - Supplies
  - Maintenance of structures
  - Maintenance of equipment



iii) Transmission and Distribution Costs:

- Outside engineering
- Trans. and distr. line expense
- Supplies, excluding meters
- Other operating expenses
- Maintenance of structures and improvements
- Maintenance of mains
- Maintenance of miscellaneous plant, excluding storage, meters, and hydrants

iv) Wheeling Charge Depreciation:

Depreciation will include distribution pipelines associated with wheeling water from the JOA pipeline to the points of connection with the Tulalip Tribes. For this purpose, the depreciation rate for cast or ductile iron pipe shall be 100 years and for concrete cylinder, 3/16-inch shell or heavier steel pipe shall be 50 years. City records showing the original or estimated cost to be depreciated will be made available to the Tribes for verification if and when desired by the Tribes.

Depreciation shall continue until the useful life of the facilities, defined above, is reached. At such time it is assumed that replacement facility(ies) will be constructed. The cost of the replacement facility(ies) will be borne by the City of Marysville. At the time portions of the distribution system are replaced, the depreciation cost to the Tribes will be revised to reflect the replacement costs.

Water Utility Overhead Rate = OH:

The formula for determining the overhead reate is attached as Exhibit B and includes the following components.

- General and specific overhead direct and indirect associated with water service excluding meter reading and billing cost
- Professional services
- Insurance
- Taxes and assessments: It is understood that the Tribes are not subject to the same taxes as the City. At the Tribes' option and expense they may seek to have its portion of such taxes exempted from payment by the City, in which case the credit would be passed on to the Tribes. Written proof of such exemption shall be provided to the City reflecting such tax exemption, if any.
- Transmission and distribution supervision

Future Debt Service = DS:

Future debt service shall include bonded debt service required for any future pumping, or distribution lines as may be required. Cost will be included in the appropriate formula added to this agreement at the second billing period to the TRIBES after sale of bonds issued for construction of the above future facilities. In the event the CITY elects to finance any future facilities out of CITY general construction funds, then such total costs will be added to this agreement by the second billing period of the following year and paid for under maintenance and operation costs.

The CITY bond covenants require a bond coverage of 1.25 times the Debt Service which is incorporated in the rate formula. The CITY policy is to use any coverage money not required for the bond reserve fund, refunding of bonds, or the retirement of bonds for JOA pipeline improvements to the extent possible.

It is understood that debt service is an alternative to depreciation in the formula. With both parties' concurrence, a facility(ies) can be exempt from depreciation charge if future replacement or repair is anticipated to be financed through issuing bonds. Whereby the annual cost for facility replacement would be included as debt service. Specific facilities that were exempt from depreciation would be attached as an addendum to this agreement.

(5) Initial Water Rates:

The initial water rate to the TRIBES shall be 0.5539 cents per 100 cubic feet for "JOA Water Rate," 0.24 cents per 1,000 gallons for "Wheeling Charge," and a flat rate of \$250 per month for customer fixed costs associated with meter maintenance, operation, replacement, reading, billing expense, reports, and collection. Such rates will be effective the following month after date of execution of this agreement and actual connection to the City's distribution system; and billings to the TRIBES for water consumed after this date shall be computed at this rate through December 31, 1996.

IX

NOTICE OF NEGOTIATION

A thirty (30) day advance notice of negotiation with the City of Everett for any future rate change or any other change to the Everett and JOA Participants Water Supply Contract which may impact the TRIBES shall be given to the TRIBES by written notice, and the TRIBES shall have the right to be present at such meetings.

## X

BILLING AND PAYMENT

The period of billing for water supplied under this agreement shall be on regular monthly intervals.

The "Master Meter" shall be read and recorded near the last normal workday of the month in which the service was furnished. Billing to the TRIBES will be made by the 10th day of the month following, and payment to the CITY becomes due by the 30th day of the month in which the statement is received. If any payment or portion thereof due to the CITY shall remain unpaid for 15 days following its due date, the TRIBES shall be charged with and pay to the CITY interest on the amount unpaid from its due date until paid at the rate of 12% per annum. In the event the CITY is required to collect any delinquent fees, rates, costs, or billings which become past due, both parties stipulate and consent to both venue and jurisdiction of the Snohomish County Superior Court. The substantially prevailing party in such action shall be entitled to its cost and reasonable attorney fees from the other party.

## XI

TERM AND EXPIRATION

(1) The term of this contract shall be from the date of its mutual acceptance by all parties until July 1, 2020, plus such extensions as may be mutually agreed upon.

## XII

DISPUTE RESOLUTION

The parties desire to avoid and settle without litigation future disputes which may arise between them relative to this agreement. Accordingly, the parties agree to engage in good faith negotiations to resolve any such dispute. In the event they are unable to resolve any such dispute by negotiation, then such dispute concerning any claim arising out of or relating to this agreement or the performance or interpretation thereof shall be submitted to arbitration in accordance with the arbitration rules of the American Arbitration Association (hereinafter "Rules") then in effect, and the award rendered by the arbitrator shall be binding as between the parties. The judgment on such award may be entered in any court having jurisdiction thereof.

The written demand for arbitration shall contain a statement of the question to be arbitrated and the name of the independent arbitrator appointed by that party. The other party to this agreement shall, within ten (10) days of the receipt of the written demand, appoint an independent arbitrator and give notice in writing thereof to the party who commenced arbitration. A third independent arbitrator shall be appointed by requesting a list of five (5) arbitrators from the American Arbitration Association. The selection of the third independent arbitrator shall be

made by each party to this agreement taking turns striking names from said list until one such name shall remain. A coin shall be tossed to determine which party strikes the first name. The arbitrator selected from the list, hereafter "independent arbitrator", shall select a time, date, and place for hearing, and shall give each party not less than thirty (30) days' notice in writing thereof.

The parties agree that after any such demand for arbitration has been made, they shall, before the hearing thereof, make discovery and disclosure of all matters relevant to such dispute, to the extent and in the manner provided by the Federal Rules of Civil Procedure. All questions that may arise with respect to the obligation of discovery and disclosure and the protection of the disclosed and discovered materials shall be referred to the independent arbitrator. A stenographic record shall be made of any arbitration hearing.

The parties shall share the cost of arbitration.

This agreement shall be construed, and the legal relations between the parties hereto, shall be determined in accordance with the substantive law of the State of Washington.

The substantially prevailing party in any arbitration action or action to enforce judgment or any appeal thereof shall be entitled to all costs and its reasonable attorney fees.

### XIII

#### WAIVER, ASSIGNMENT, NOTICES, AND ENTIRETY

(1) Waiver: No waiver by either party hereto of any terms or conditions of this agreement shall be deemed or construed to be a waiver of any other term or condition, nor shall the waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or any other term or condition of this agreement.

(2) Assignment: Except where one of the parties merges or combines with another entity, neither this agreement nor any of the rights, interest, or obligations created hereunder may be assigned by either party without the written consent of the other party. This agreement shall be binding upon and inure to the benefit of the respective customers and assigns of the parties.

(3) Notices: Notices required or permitted to be given hereunder shall become effective upon being deposited as registered or certified mail in a United States Post Office, addressed as follows:

To The Tulalip Tribes:

Chairman, Board of Directors  
The Tulalip Tribes  
6700 Totem Beach Road  
Marysville, WA 98271-9715

To The City:

Honorable Mayor  
City of Marysville  
Marysville City Hall  
514 Delta Avenue  
Marysville, WA 98270

or to such other address as may be substituted in writing by the addressee.

(4) Entirety: Except as provided the Settlement and Compromise Agreement between the parties dated April 25, 1983 which shall remain in full force and effect, unchanged, and except as provided in the JOA between the parties, all prior negotiations and agreements between the parties hereto relating to the subject matter hereof are merged into and superseded by this agreement, and shall constitute the entire agreement between the Tribes and the City concerning the sale of water to the Tribes for the use as hereinbefore provided.

DATED this ~~4~~ 5<sup>th</sup> day of September, 1995

TULALIP TRIBES

By: Stanley H. Jones Sr.  
Title

Attest: Charman  
Title

(Seal)

CITY OF MARYSVILLE

By: David Cairns  
Mayor

Attest: Mary P. Swenson  
City Clerk

(Seal)

**AGREEMENT BETWEEN TULALIP TRIBES OF WASHINGTON  
AND CITY OF MARYSVILLE, WASHINGTON**

THIS AGREEMENT is entered into this 31<sup>st</sup> day of March, 2005 by and between the Tulalip Tribes of Washington, a federally recognized Indian tribe organized pursuant to Section 16 of the Indian Reorganization Act of 1934, as amended, and governed by the Board of Directors of the Tulalip Tribes of Washington, hereinafter referred to as "the Tribe" and the City of Marysville, a municipal corporation of the State of Washington, hereinafter referred to as "the City".

**I. RECITALS.**

A. The City is undertaking the construction of certain roadway improvements at the intersection of State Avenue and 116<sup>th</sup> Street, N.E. and within the 116<sup>th</sup> Street, N.E. corridor between State Avenue and Interstate 5. The project is being funded in part by Transportation Improvement Board (TIB) funds. In order to receive said funds the City must be able to certify that it possesses all real property rights necessary to construct said street and intersection improvements.

B. Certain property within the 116<sup>th</sup> Street, N.E. corridor is owned by the Tribe and/or is held in trust for the Tribe by the United States government. An easement in favor of the City for street, utility and other public purposes is necessary to enable the construction of the improvements referenced in I(A) above.

C. The City owns certain real property located within the Tribe's Reservation which is surplus to the needs of the City and which can serve as consideration for the grant of the easement described in I(B) above.

D. The Tribe and the City wish to memorialize other and further agreements relating to the planning of a future transportation center station, wheeling of water, annexation and other jurisdictional and planning issues as more specifically described herein.

II. **EASEMENT.** The Tribe agrees to grant a easement to the City within the 116th Street corridor in the form attached hereto as **Exhibit A**. The grant and execution of the easement shall be concurrent with the execution of this agreement. The Tribe further covenant and agree to take such actions as may be necessary to provide an easement in the form necessary to permit the City to acquire title insurance insuring the interest granted in the easement. If necessary to provide insurable title, the Tribe covenant and agree to secure proper execution of the easement attached as

**EXHIBIT B** hereto by the Bureau of Indian Affairs/Department of the Interior and deliver the same to the City for recording not later than thirty (30) business days after execution of this agreement by both parties.

III. **DEEDING OF PROPERTY.** The City agrees to deed certain real property to the Tribe located within the boundaries of the Tulalip Reservation. The form of the deed is attached hereto as **Exhibit C**. The deed shall be executed concurrent with the execution of this agreement.

IV. **WATER WHEELING AGREEMENT ADDENDUM.** The City and the Tribe agree to execute an Addendum to the 1995 Water Wheeling Agreement between the parties in the form attached hereto as **Exhibit D**. The Addendum shall be executed by the parties concurrent with the execution of this agreement.

V. **FUTURE TRANSPORTATION CENTER.** The parties agree that a future transportation center will be located south of 116th Street, N.E. and west of State Avenue (Smokey Point Boulevard). The City agrees to utilize a Master Plan approach to aid in facilitation of a future transportation center at that location and will encourage and support the participation by the Tribe in such process to facilitate inter-modal transportation connections between the two communities.

VI. **URBAN GROWTH AREA OF CITY.** The City, its employees and agents agree to not request Snohomish County to modify the City's Urban Growth Area to include any portion of the Tulalip Indian Reservation as it exists at the date of this agreement. The Tribe agrees that it will not apply for trust status of any real property it owns within the N.W. quarter and of the S.W. quarter of Section 9, Township 30 North, Range 5 East, W.M. situated in Snohomish County, Washington. The Tribe agrees to withdraw and cease to process any application for trust status which may be pending within said Area. This growth agreement summarized here is memorialized in a Contract attached hereto as **Exhibit E** and made a part of this agreement.

VII. **FUTURE ROADWAY.** The City and Tribe agree to plan for and cooperate concerning the design and construction of a new roadway located on the west side of Interstate 5 between 172nd Street, N.E. and 140th Street, N.E.

VIII. **EMERGENCY INTERTIE.** The City agrees that the current sewer connections at 88<sup>th</sup> street/I-5 highway may be used by the Tribe on an emergency basis for the conveyance of wastewater to the capacity of the lift station at that location. The use of said emergency sewer intertie shall be subject to payment to the City by the Tribe of the applicable, utility rates and compliance with applicable provisions of the City's Utility Code. This waste water agreement summarized here is memorialized by an addendum (see **Exhibit F**) to the April 12, 1999 Wastewater agreement between the Tribe and the City.



**IX. SOUTHBOUND EASEMENT.** The Tribe agree to grant an easement to the City in the form attached hereto as **Exhibit G**. This ninety foot wide north/south easement (explicitly depicted as a north/south roadway in the promulgated 'Marysville Comprehensive Plan', figure 10, effective at the date of this writing) is for public street and utility purposes across that portion of the NW quarter and of the SW quarter of Section 9, Township 30 North, Range 5 East, W.M. situate in Snohomish County, Washington known as tax parcel ID number: 300509-003-033-00. The deed shall be executed concurrent with the execution of this agreement. If necessary to provide insurable title, the Tribe covenant and agree to secure proper execution of the easement attached as **EXHIBIT G** hereto by the Bureau of Indian Affairs/Department of the Interior and deliver the same to the City for recording not later than thirty (30) business days after execution of this agreement by both parties.

**X. WASTEWATER CAPACITY TRANSFER:** The Tribe constructed and paid fees for a waste water intertie at the 88<sup>th</sup> Street/I-5 highway intersection connection to the City's wastewater system in the 1990's. This intertie connection will remain in place and operational solely for the purposes as agreed in VIII paragraph above. This 50,000 gpd capacity/service in the City's pipes and plant is being transferred by this agreement to the intersection at 116th Street, N.E. and State Avenue with a tee to provide future sewer service to the above-described property. Service shall be subject to the terms of the MOA dated April 12, 1999 and the Tribes compliance with City development and utility codes and standards whether any of said property is in trust status. It is specifically understood that no sewer service at said location shall be provided without compliance with said codes and payment of applicable fees.


**XI. ENTIRE AGREEMENT.** This agreement, with the attachments incorporated herein by reference, constitutes the entire agreement between the parties and there are no verbal agreements, nor will there be any verbal agreements, which modify or amend this agreement. Time is of the essence in this agreement.

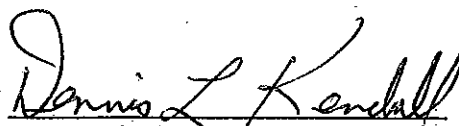
**XII. SEVERABILITY.** If any section, subsection, sentence, clause, phrase or word of this agreement should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this agreement.

**XIII. VENUE/DISPUTES.** The parties each agree and consent to the resolution of any dispute relating to the breach, interpretation, or application of this agreement to the Superior Court of Snohomish County Washington.

DATED this 31<sup>st</sup> day of March, 2005.

TULALIP TRIBES OF WASHINGTON THE CITY OF MARYSVILLE

  
Stanley G. Jones, Sr.  
Chairman

  
Dennis L. Kendall, Mayor

**EXHIBIT A**

AFTER RECORDING RETURN TO:

City of Marysville  
 1049 State Ave.  
 Marysville, WA 98270

**CITY OF MARYSVILLE****EASEMENT FOR PUBLIC STREET AND UTILITIES**

Grantor: TULALIP TRIBES OF WASHINGTON  
 Grantee: CITY OF MARYSVILLE  
 Legal Description: Ptn. SW ¼ & NW ¼ 9-30-05 Add'l on page 1 & 2  
 Tax Parcel ID#: 300509-003-033-00

THIS INDENTURE is made this 31<sup>st</sup> day of March, 2005, between TULALIP TRIBES OF WASHINGTON, a federally recognized Indian tribe organized pursuant to Section 16 of the Indian Reorganization Act of 1934, as amended, 25 U.S.C §476, governed by the Board of Directors of the Tulalip Tribes of Washington as provided in Article VI of the Constitution and Bylaws of the Tribes, and recognized as a "public agency" as defined in RCW 39.34.020, hereinafter referred to as "Grantor," and the CITY OF MARYSVILLE, a municipal corporation of the State of Washington, hereinafter referred to as "Grantee"; WITNESSETH:

WHEREAS, Grantor is the owner of certain lands and premises situated in the County of Snohomish, State of Washington described as follows:

That portion of the Northwest Quarter and of the Southwest Quarter of Section 9, Township 30 North, Range 5 East, W.M., as described in those conveyances to the United States of America recorded under Auditor's file numbers 746345 and 746283 and transferred to the Tulalip Indian Nation under Auditor's file number 889496 and known as the Wye Connection Depot Railroad.

Situate in the County of Snohomish, State of Washington.

and,

WHEREAS, Grantee is desirous of acquiring certain rights and privileges across, over, under and upon said lands and premises;

NOW, THEREFORE, Grantor, for valuable consideration, the adequacy and receipt of which is hereby acknowledged, hereby conveys and warrants to the Grantee, its successors and assigns, and its contractors, employees, permittees and licensees, a perpetual, nonexclusive right-of-way for public street and utilities, including, but not limited to, water, sanitary sewers and storm sewers, and other public purposes over, under, through, across and upon the following-described lands and premises situated in the County of Snohomish, State of Washington, to-wit:

That part of the above-described parcel described as follows:

The South 37.00 feet of the Northwest Quarter and the North 53.00 feet of the Southwest Quarter of Section 9, Township 30 North, Range 5 East, W.M. except that portion lying within the existing right-of-way of 116th Street NE.

CONTAINING 9,292 SQUARE FEET, MORE OR LESS

TOGETHER WITH the perpetual right, privilege and authority to construct, reconstruct, alter, change, improve, repair, renew, operate, maintain and patrol the public street and utility improvements, pipes and appurtenances, and the right at anytime to remove said public street, utility lines and appurtenances, or any of them.

AND TOGETHER WITH the right to remove the pump station currently located within the right-of-way area, at Grantee's expense.

The Grantor shall make no use of the right-of-way area which is inconsistent with the rights granted to the Grantee hereunder or which endangers the public safety.

The Grantor shall not erect any buildings or structures of any nature in the right-of-way area or undertake any activity on the right-of-way area which would disturb the right-of-way improvements or endanger the lateral support of the improvements. If Grantor violates this paragraph, Grantee shall have the right to remove, or require removal of, any obstruction, or to restore, or require restoration of, the right-of-way

area to the condition which existed before violation of this paragraph; either of which shall be accomplished within a reasonable period of time and at Grantor's expense.

Grantee shall indemnify and hold Grantor harmless from any and all claims or causes of action arising out of Grantee's exercise of the rights conveyed herein, except where such claim or cause of action arises out of or on account of the actions of Grantor.

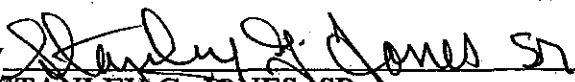
The Grantor covenants to and with the Grantee that Grantor is lawfully seized and possessed of the land aforesaid; has a good and lawful right and power to sell and convey same; that same is free and clear of encumbrances, except as above indicated; and that Grantor will forever warrant and defend the title to said right-of-way and the quiet possession thereof against the lawful claims and demands of all persons whomsoever. The Grantor further represents, warrants and covenants that the Board of Directors of the Tulalip Tribes of Washington has approved this right-of-way and has authorized the undersigned to execute this right-of-way, and that the undersigned has the requisite authority to bind the Grantor, without further approval of any other public agency including, but not limited to, the Bureau of Indian Affairs and the Federal Department of the Interior.

This conveyance shall be a covenant running with the land, and shall be binding on the Grantor and Grantor's heirs, successors and assigns forever.

The rights, title, privileges and authority hereby granted shall be enforceable in the Snohomish County Superior Court, State of Washington, and shall continue to be in force until such time as the Grantee, its successors or assigns, shall permanently remove said public street, utilities and appurtenances from said lands, or shall otherwise permanently abandon said public street, utilities and appurtenances, at which time all such rights, title, privileges and authority hereby granted shall terminate.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

TULALIP TRIBES OF WASHINGTON, Grantor

By   
 STANLEY G. JONES, SR.  
 Chairman, Tribal Board of Directors

ACCEPTED:

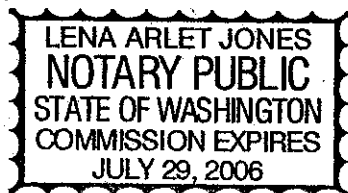
CITY OF MARYSVILLE

By Dennis L. Kendall  
DENNIS L. KENDALL, Mayor

STATE OF WASHINGTON )  
 )ss.  
COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that STANLEY G. JONES, SR. is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Chairman of the Tribal Board of Directors of TULALIP TRIBES OF WASHINGTON to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 1st day of April, 2005.



Lena Arlet Jones  
Lena Arlet Jones  
(Legibly print name of notary)  
NOTARY PUBLIC in and for the State of  
Washington, residing at Tulalip  
My commission expires 7-29-06

**EXHIBIT B**

AFTER RECORDING RETURN TO:

City of Marysville  
 1049 State Ave.  
 Marysville, WA 98270

**CITY OF MARYSVILLE****EASEMENT FOR PUBLIC STREET AND UTILITIES**

Grantor: UNITED STATES OF AMERICA IN TRUST FOR  
 THE TULALIP TRIBES OF THE TULALIP INDIAN  
 RESERVATION, WASHINGTON  
 Grantee: CITY OF MARYSVILLE  
 Legal Description: Ptn. SW ¼ & NW ¼ 9-30-05  
 Add'l on page 1 & 2  
 Tax Parcel ID#: 300509-003-033-00

THIS INDENTURE is made this \_\_\_\_\_ day of \_\_\_\_\_, 2005, between UNITED STATES OF AMERICA IN TRUST FOR THE TULALIP TRIBES OF THE TULALIP INDIAN RESERVATION, WASHINGTON, hereinafter referred to as "Grantor," and the CITY OF MARYSVILLE, a municipal corporation of the State of Washington, hereinafter referred to as "Grantee"; WITNESSETH:

WHEREAS, Grantor is the owner of certain lands and premises situated in the County of Snohomish, State of Washington described as follows:

That portion of the Northwest Quarter and of the Southwest Quarter of Section 9, Township 30 North, Range 5 East, W.M., as described in those conveyances to the United States of America recorded under Auditor's file numbers 746345 and 746283 and transferred to the Tulalip Indian Nation under Auditor's file number 889496 and known as the Wye Connection Depot Railroad.



Situate in the County of Snohomish, State of Washington.

and,

WHEREAS, Grantee is desirous of acquiring certain rights and privileges across, over, under and upon said lands and premises;

NOW, THEREFORE, Grantor, for valuable consideration, the adequacy and receipt of which is hereby acknowledged, hereby conveys and warrants to the Grantee, its successors and assigns, and its contractors, employees, permittees and licensees, a perpetual, nonexclusive right-of-way for public street and utilities, including, but not limited to, water, sanitary sewers and storm sewers, and other public purposes over, under, through, across and upon the following-described lands and premises situated in the County of Snohomish, State of Washington, to-wit:

That part of the above-described parcel described as follows:

The South 37.00 feet of the Northwest Quarter and the North 53.00 feet of the Southwest Quarter of Section 9, Township 30 North, Range 5 East, W.M. except that portion lying within the existing right-of-way of 116th Street NE.

CONTAINING 9,292 SQUARE FEET, MORE OR LESS

TOGETHER WITH the perpetual right, privilege and authority to construct, reconstruct, alter, change, improve, repair, renew, operate, maintain and patrol the public street and utility improvements, pipes and appurtenances, and the right at anytime to remove said public street, utility lines and appurtenances, or any of them.

AND TOGETHER WITH the right to remove the pump station currently located within the right-of-way area, at Grantee's expense.

The Grantor shall make no use of the right-of-way area which is inconsistent with the rights granted to the Grantee hereunder or which endangers the public safety.

The Grantor shall not erect any buildings or structures of any nature in the right-of-way area or undertake any activity on the right-of-way area which would disturb the right-of-way improvements or endanger the lateral support of the improvements. If Grantor violates this paragraph, Grantee shall have the right to remove, or require

removal of, any obstruction, or to restore, or require restoration of, the right-of-way area to the condition which existed before violation of this paragraph; either of which shall be accomplished within a reasonable period of time and at Grantor's expense.

Grantee shall indemnify and hold Grantor harmless from any and all claims or causes of action arising out of Grantee's exercise of the rights conveyed herein, except where such claim or cause of action arises out of or on account of the actions of Grantor.

The Grantor covenants to and with the Grantee that Grantor is lawfully seized and possessed of the land aforesaid; has a good and lawful right and power to sell and convey same; that same is free and clear of encumbrances, except as above indicated; and that Grantor will forever warrant and defend the title to said right-of-way and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

This conveyance shall be a covenant running with the land, and shall be binding on the Grantor and Grantor's heirs, successors and assigns forever.

The rights, title, privileges and authority hereby granted shall be enforceable in the Snohomish County Superior Court, State of Washington, and shall continue to be in force until such time as the Grantee, its successors or assigns, shall permanently remove said public street, utilities and appurtenances from said lands, or shall otherwise permanently abandon said public street, utilities and appurtenances, at which time all such rights, title, privileges and authority hereby granted shall terminate.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

UNITED STATES OF AMERICA IN TRUST FOR  
THE TULALIP TRIBES OF THE TULALIP  
INDIAN RESERVATION, WASHINGTON

By \_\_\_\_\_

CITY OF MARYSVILLE

By *Dennis L. Kendall*  
DENNIS L. KENDALL, Mayor

STATE OF Washington )  
 )ss.  
COUNTY OF Snohomish )

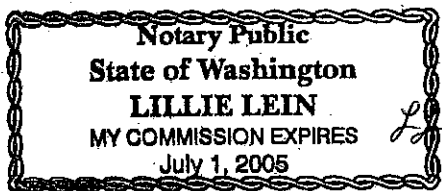
I certify that I know or have satisfactory evidence that Dennis L. Kendall  
\_\_\_\_\_ is the person who appeared before me, and said  
person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized  
to execute the instrument and acknowledged it as the Mayer  
of City of Marysville  
to be the free and voluntary act of such party for the uses and purposes mentioned in the  
instrument.

DATED this 1<sup>st</sup> day of April, 2005.

Lillie Lein  
\_\_\_\_\_  
Lillie Lein

(Legibly print name of notary)  
NOTARY PUBLIC in and for the State of

residing at Marysville  
My commission expires 07-01-05



## EXHIBIT C

**After Recording Return to:**

TULALIP TRIBES OF WASHINGTON  
6700 TOTEM BEACH  
MARYSVILLE, WA 98271

## QUIT CLAIM DEED

THE GRANTOR, CITY OF MARYSVILLE, a municipal corporation of the State of Washington, for and in consideration of fulfillment of agreements in connection with the City of Marysville's State Avenue / 116th Improvement Project and other agreements set forth in that certain agreement between Grantor and Grantee dated 31<sup>st</sup> Mar, 2005, conveys and quit claims to the TULALIP TRIBES OF WASHINGTON, a federally recognized Indian tribe organized pursuant to Section 16 of the Indian Reorganization Act of 1934, the following-described real estate, situated in the County of Snohomish, State of Washington, including any interest therein which Grantor may hereafter acquire:

PARCEL 1:

The West half of the Southeast quarter of the Southwest quarter of the Northeast quarter of Section 1, Township 30 North, Range 4 East, W.M. in Snohomish County, Washington.

Assessor's Tax Parcel ID#: 300401-001-010-00

PARCEL 2:

The Southwest quarter of Government Lot 3 and the Northwest quarter of Government Lot 4, in Section 19, Township 30 North, Range 5 East, W.M., in Snohomish County, Washington.

Assessor's Tax Parcel ID#: 300519-003-002-00

DATED this 31<sup>st</sup> day of Mar, 2005.

CITY OF MARYSVILLE

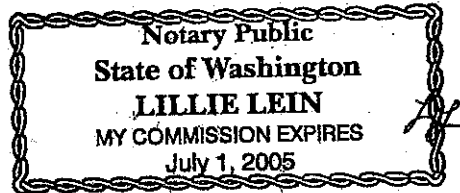
By Dennis L. Kendall  
DENNIS L. KENDALL, Mayor

STATE OF WASHINGTON )  
 )ss.  
COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that DENNIS L. KENDALL is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of CITY OF MARYSVILLE to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 1<sup>st</sup> day of April, 2005.

Lillie Lein  
Lillie Lein  
(Legibly print name of notary)  
NOTARY PUBLIC in and for the State of  
Washington, residing at Marysville  
My commission expires 07-01-05



## EXHIBIT D

### Addendum to 1995 Agreement Between The City of Marysville And The Tulalip Tribes of Washington to Wheel Water

This Addendum is hereby entered into by and between the City of Marysville, a municipal corporation of Snohomish County, Washington hereinafter referred to as the "City" and the Tulalip Tribes of Washington, hereinafter referred to as the "Tribes," as follows:

1. This Addendum is intended to supplement and amend that certain agreement between the parties entitled "1995 Agreement Between City of Marysville and the Tulalip Tribes to Wheel Water" dated September 5, 1995.
2. The purpose of this Addendum is to modify the existing Wheeling Agreement at Sections IV "Points of Connection", and Section XI "Term and Expiration". In Section IV, the following bullets will be deleted from the existing agreement.

- Single point connection 88th Street N.E. with a peak day of water demand of 210 gallons per minute.
- Single point of connection at Marine Drive with a peak day water demand of 440 gallons per minute.
- Simultaneous delivery at two points of connection at Marine Drive and 88<sup>th</sup> Street N.E. with a peak day water demand of 366 gallons per minute and 176 gallons per minute, respectively, for a total of 542 gallons per minute; and an average day water demand of 473 gallons per minute and 240 gallons per minute, respectively, for a total of 713 gallons per minute.

#### AND REPLACE WITH THE FOLLOWING:

Simultaneous delivery at three service points of connections: Marine Drive, 88<sup>th</sup> Street N.E., and the 116<sup>th</sup> Street N.E. with a peak day demand of 440 gallons per minute at Marine Drive (170 zone), and the simultaneous peak day water demand for the 88<sup>th</sup> Street N.E. plus 116<sup>th</sup> N.E. (240 zone) shall not exceed 2,400 gallons per minute.

3. Section XI shall be omitted and replaced with the following: "The term of this contract shall be from the date of its mutual acceptance by all parties until the expiration of the Everett and JOA Participants-Water Supply Contract, plus such

extensions as may be mutually agreed upon."

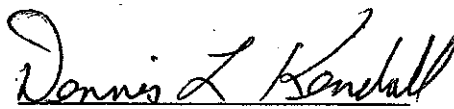
- 4. All other parts and paragraphs of this agreement remain as written and continue with full force and effect.

**TULALIP TRIBES OF WASHINGTON**

**THE CITY OF MARYSVILLE**



Stanley G. Jones, Sr.  
Chairman



Dennis L. Kendall, Mayor



AFTER RECORDING, RETURN TO:

Tulalip Tribes of Washington (McK)  
8802 27<sup>th</sup> Ave NE  
Tulalip, WA 98271

## CONTRACT AGREEMENT

### THE TULALIP TRIBES OF WASHINGTON AND THE CITY OF MARYSVILLE, WA

This contract is made this \_\_\_<sup>st</sup> day of March, 2005 between The Tulalip Tribes of Washington, a federally recognized Indian Tribe organized pursuant to Section 16 of the Indian Reorganization Act of 1934, as amended, 25 U.S.C. § 476, governed by the Board of Directors of the Tulalip Tribes of Washington as provided in Article VI of the Constitution and Bylaws of the Tribes, and recognized as a "public agency" as defined in RCW 39.34.020, hereinafter referred to as "The Tribe" and the City of Marysville, a Municipal Corporation of the State of Washington, hereinafter referred to as "The City".

**WHEREAS**, The Tribe has granted a right-of-way and easement on a portion of "Trust" real property (see legal title in Attachment A) who's title is held by the United States of America for the benefit of The Tribe, and

**WHEREAS**, the Exterior Boundaries of the Tulalip Indian Reservation were established by the United States of America by the Treaty of Point Elliott in the year 1855, and

**WHEREAS**, The City respects these Exterior Boundaries of the Tulalip Indian Reservation as established by the United States, and

**WHEREAS**, The City respects the right and privilege of The Tribe to govern, control, and to establish laws, regulations, and ordinances for all real property within the exterior boundaries of the Reservation, and

**NOW, THEREFORE BY THIS CONTRACT AGREEMENT**, The City agrees not to take any action and/or make any effort whatsoever to amend boundaries, annex, include, or incorporate any real property within the Exterior Boundaries of the Reservation, and

**FURTHER, BE IT CONSUMMATED BY THIS CONTRACT AGREEMENT**, The City will not amend, modify, adjust, change, nor advocate, recommend or urge any other Government to change the City's legal boundaries to incorporate, or include any portion of the boundaries of the Federally recognized) Tulalip Indian Reservation, and

**FURTHER, BE IT CONSUMMATED BY THIS CONTRACT AGREEMENT**, that in the event an effort is made by the government body, an elected official, contractor, consultant or employed staff of The City at any time in the future to annex or incorporate any properties within the Exterior Boundaries of the Reservation, the aforementioned right-of-way and easement agreement is of no further force and its effect is null and void.

Contract Agreement between The Tulalip Tribes of Washington and the City of Marysville, WA Page 1 of 2  
Listed here as Exhibit E

FURTHER, BE IT CONSUMMATED BY THIS CONTRACT AGREEMENT, both parties to this contract agree that this agreement is binding on both parties and their governments in perpetuity and is forever linked to the aforementioned real property lease in that if the terms of the real property right-of-way agreement are violated, this agreement is null and void and has no further force or effect, and

FURTHER, BE IT CONSUMMATED BY THIS CONTRACT AGREEMENT, that the names and signatures of the officials appearing below are authorized to sign for the respective governments, have executed the necessary legal instruments to cause this contract agreement to be binding upon the respective party.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

THE TULALIP TRIBES OF WASHINGTON

CITY OF MARYSVILLE

*Stanley G. Jones Sr.*  
Stanley G. Jones, Sr.  
Chairman

*Dennis L. Kendall*  
Dennis L. Kendall  
Mayor

STATE OF WASHINGTON  
COUNTY OF SNOHOMISH

I certify that I know or have satisfactory evidence that STANLEY G. JONES, SR. is the person who appeared before me, and said person acknowledged that he signed this instrument on oath stated that he was authorized to execute the instrument and acknowledged it as the Chair of the Tribal Board of Directors of the TULALIP TRIBES OF WASHINGTON, to be the free and voluntary act of such party for the uses and purposes mentioned

*in the instrument.*  
LENA ARLET JONES  
NOTARY PUBLIC  
STATE OF WASHINGTON  
COMMISSION EXPIRES  
JULY 29, 2006

*April*  
day of ~~March~~, 2005

*Lena Jones*  
*Lena Arlet Jones*  
Wendy Church: NOTARY PUBLIC in and for  
the State of Washington, residing at Tulalip, WA  
My commission expires 7-29, 2006

STATE OF WASHINGTON  
COUNTY OF SNOHOMISH

I certify that I know or have satisfactory evidence that DENNIS KENDALL is the person who appeared before me, and said person acknowledged that he signed this instrument on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the City of Marysville, Washington to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 1<sup>st</sup> day of ~~March~~, 2005

*RE*  
*Lillie Lein*  
*Lillie Lein* *RE*

Wendy Church: NOTARY PUBLIC in and for *Marysville*  
the State of Washington, residing at *Tulalip*, WA My  
commission expires 07-01, 2005

Notary Public  
State of Washington  
LILLIE LEIN  
MY COMMISSION EXPIRES  
July 1, 2005

Contract Agreement between The Tulalip Tribes of Washington and the City of Marysville, WA Page 2 of 2  
Listed here as Exhibit E

**ATTACHMENT A  
TO A CONTRACT AGREEMENT**

**THE TULALIP TRIBES OF WASHINGTON AND THE CITY OF MARYSVILLE, WA**

The United States holds in Trust for The Tulalip Tribes certain lands and premises situated in the County of Snohomish, State of Washington described as follows:

That portion of the Northwest Quarter and of the Southwest Quarter of Section 9, Township 30 North, Range 5 East, W.M., as described in those conveyances to the United States of America recorded under Auditor's file numbers 746345 and 746283 and transferred to the Tulalip Indian Nation under Auditor's file number 889496 and known as the Wye Connection Depot Railroad all situated in the County of Snohomish, State of Washington.

This right-of-way and easement concerns that part of the above-described parcel described as follows:

The South 37.00 feet of the Northwest Quarter and the North 53.00 feet of the Southwest Quarter of Section 9, Township 30 North, Range 5 East, W.M. except that portion lying within the existing right-of-way of 116th Street NE.

**CONTAINING 9,292 SQUARE FEET, MORE OR LESS**

**EXHIBIT F**

ADDENDUM TO THE  
MEMORANDUM OF AGREEMENT  
BETWEEN  
THE CITY OF MARYSVILLE  
AND THE TULALIP TRIBES OF WASHINGTON  
DATED APRIL 12, 1999

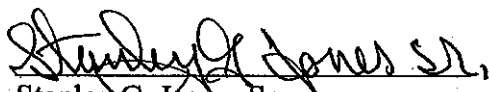
By this writing, the Memorandum of Agreement between the City of Marysville and the Tulalip Tribes of Washington dated April 12, 1999 concerning wastewater service at the 88<sup>th</sup> street pump station is hereby amended by adding to the original writing in section 1 - Policy Issue by inserting paragraph (b.) as written below.

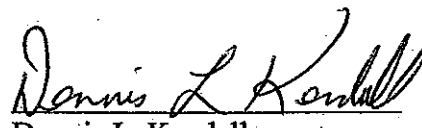
1. The City Agrees that the current sewer connections at 88<sup>th</sup> street may be used by the Tribe on an emergency basis for the conveyance of wastewater to the capacity of the lift station at that location. The use of said emergency sewer intertie shall be subject to payment to the City by the Tribe of the applicable utility rates and compliance with applicable provisions of the City's Utility Code.
2. The Tribe constructed and paid fees for a waste water intertie in the amount of 50,000 gpd at the 88<sup>th</sup> Street intersection connection to the City's wastewater system in the 1990's. This intertie connection will remain in place and operational. This 50,000 gpd capacity/service at 88<sup>th</sup> Street in the City's pipes and plant is hereby transferred by this agreement to the intersection at 116th Street, N.E. and State Avenue with a tee to provide for sewer service to the above-described property

All other parts and paragraphs of this agreement remain as written and continue with full force and effect.

TULALIP TRIBES OF WASHINGTON

THE CITY OF MARYSVILLE

  
Stanley G. Jones, Sr.  
Chairman

  
Dennis L. Kendall  
Mayor

**EXHIBIT G**

AFTER RECORDING RETURN TO:

City of Marysville  
 1049 State Ave.  
 Marysville, WA 98270

**CITY OF MARYSVILLE****EASEMENT FOR PUBLIC STREET AND UTILITIES**

Grantor:	TULALIP TRIBES OF WASHINGTON	
Grantee:	CITY OF MARYSVILLE	
Legal Description:	Ptn. SW ¼ & NW ¼ 9-30-05	Add'l on page <u>1 &amp; 2</u>
Tax Parcel ID#:	300509-003-033-00	

THIS INDENTURE is made this 31<sup>st</sup> day of March, 2005, between TULALIP TRIBES OF WASHINGTON, a federally recognized Indian tribe organized pursuant to Section 16 of the Indian Reorganization Act of 1934, as amended, 25 U.S.C §476, governed by the Board of Directors of the Tulalip Tribes of Washington as provided in Article VI of the Constitution and Bylaws of the Tribes, and recognized as a "public agency" as defined in RCW 39.34.020, hereinafter referred to as "Grantor," and the CITY OF MARYSVILLE, a municipal corporation of the State of Washington, hereinafter referred to as "Grantee"; WITNESSETH:

WHEREAS, Grantor is the owner of certain lands and premises situated in the County of Snohomish, State of Washington described as follows:

That portion of the Northwest Quarter and of the Southwest Quarter of Section 9, Township 30 North, Range 5 East, W.M., as described in those conveyances to the United States of America recorded under Auditor's file numbers 746345 and 746283 and transferred to the Tulalip Indian Nation under Auditor's file number 889496 and known as the Wye Connection Depot Railroad.

Situate in the County of Snohomish, State of Washington.

and,

WHEREAS, Grantee is desirous of acquiring certain rights and privileges across, over, under and upon said lands and premises;

NOW, THEREFORE, Grantor, for valuable consideration, the adequacy and receipt of which is hereby acknowledged, hereby conveys and warrants to the Grantee, its successors and assigns, and its contractors, employees, permittees and licensees, a perpetual, nonexclusive easement for public street and utilities, including, but not limited to, water, sanitary sewers and storm sewers, and other public purposes over, under, through, across and upon the following-described lands and premises situated in the County of Snohomish, State of Washington, to-wit:

That part of the above-described parcel described as follows:

A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M. DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE ALONG THE WEST LINE OF SAID NORTHEAST QUARTER SOUTH 00°52'23" EAST A DISTANCE OF 598.90 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST LINE SOUTH 00°52'23" EAST A DISTANCE OF 345 FEET MORE OR LESS TO THE NORTH LINE OF "PARCEL A" OF THE LAND CONVEYED BY AUDITORS FILE NUMBER 7811170059; THENCE EASTERLY ALONG SAID NORTH LINE TO A POINT WHICH LIES 90.00 FEET FROM SAID WEST LINE, WHEN MEASURED AT RIGHT ANGLES TO SAID WEST LINE; THENCE PARALLEL TO AND 90.00 FEET FROM SAID WEST LINE NORTH 00°52'23" WEST A DISTANCE OF 355 FEET MORE OR LESS TO A POINT WHICH BEARS SOUTH 88°46'44" EAST FROM THE POINT OF BEGINNING; THENCE NORTH 88°46'44" WEST A DISTANCE OF 90.06 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

TOGETHER WITH the perpetual right, privilege and authority to construct, reconstruct, alter, change, improve, repair, renew, operate, maintain and patrol the public street and utility improvements, pipes and appurtenances, and the right at anytime to remove said public street, utility lines and appurtenances, or any of them.

AND TOGETHER WITH the right to remove the pump station currently located within the easement area, at Grantee's expense.

The Grantor shall make no use of the easement area which is inconsistent with the rights granted to the Grantee hereunder or which endangers the public safety.

The Grantor shall not erect any buildings or structures of any nature in the easement area or undertake any activity on the right-of-way area which would disturb the easement improvements or endanger the lateral support of the improvements. If Grantor violates this paragraph, Grantee shall have the right to remove, or require removal of, any obstruction, or to restore, or require restoration of, the easement area to the condition which existed before violation of this paragraph; either of which shall be accomplished within a reasonable period of time and at Grantor's expense.

In accepting this easement, Grantee recognizes the Tribe's right and privilege to construct a sixty foot wide transit rail line or roadway in an east to west direction across the above granted easement and makes the City's easement expressly subordinate to the Tribe's right granted herein.

Grantee shall indemnify and hold Grantor harmless from any and all claims or causes of action arising out of Grantee's exercise of the rights conveyed herein, except where such claim or cause of action arises out of or on account of the actions of Grantor.

The Grantor covenants to and with the Grantee that Grantor is lawfully seized and possessed of the land aforesaid; has a good and lawful right and power to sell and convey same; that same is free and clear of encumbrances, except as above indicated; and that Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever. The Grantor further represents, warrants and covenants that the Board of Directors of the Tulalip Tribes of Washington has approved this easement and has authorized the undersigned to execute this easement, and that the undersigned has the requisite authority to bind the Grantor, without further approval of any other public agency including, but not limited to, the Bureau of Indian Affairs and the Federal Department of the Interior.

This conveyance shall be a covenant running with the land, and shall be binding on the Grantor and Grantor's heirs, successors and assigns forever.

The rights, title, privileges and authority hereby granted shall be enforceable in the Snohomish County Superior Court, State of Washington, and shall continue to be in force until such time as the Grantee, its successors or assigns, shall permanently remove said public street, utilities and appurtenances from said lands, or shall otherwise permanently abandon said public street, utilities and appurtenances, at which time all such rights, title, privileges and authority hereby granted shall terminate.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.





# *Index #8*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: June 28, 2021**

<b>AGENDA ITEM:</b>	
An Ordinance Amending the 2021-2022 Biennial Budget and Providing for the Establishment of Pay Classifications and Grades or Ranges as Budgeted for in Ordinance No. 3160	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Sandy Langdon, Finance Director	
<b>DEPARTMENT:</b>	
Finance	
<b>ATTACHMENTS:</b>	
Proposed Ordinance	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
<b>SUMMARY:</b>	
<p>This budget amendment increases expenditures for the Affordable Housing Sales Tax Fund associated with the property purchase. For the Parks Capital and Fleet Services Funds, this amendment provides for the expenditure side of the fund transfers that were approved in the April amendments. Also, a correction for the Construction Tech. II from the April amendments is being amended for General Fund and it should be for Utilities. The General Fund adds the Human Resources Director Position.</p> <p>The amendment also updates the Management and Teamsters Pay Grids to add the following positions:          Information Services Director (IS Director)          Human Resources Director (HR Director)          Chief Administrative Officer          Parks Maintenance Lead II</p> <p><i>All pay grids included in the proposed ordinance for consistency.</i></p>	

<b>RECOMMENDED ACTION:</b>
Staff recommends that Council authorize the Mayor to sign and execute an ordinance amending the 2021-2022 Biennial Budget and Providing for the Establishment of Pay Classifications and Grades or Ranges as Budgeted for in Ordinance No. 3160.
<b>RECOMMENDED MOTION:</b>
I move to authorize the Mayor to sign and execute Ordinance No. _____.

CITY OF MARYSVILLE  
Marysville, Washington

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF MARYSVILLE AMENDING THE  
2021-2022 BIENNIAL BUDGET AND PROVIDING FOR THE  
INCREASE OF CERTAIN EXPENDITURE ITEMS AS BUDGETED FOR  
IN ORDINANCE NO. 3160.

THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON DO ORDAIN  
AS FOLLOWS:

Section 1. Since the adoption of the 2021-2022 budget by the City Council on October 26, 2020, it has been determined that the interests of the residents of the City of Marysville may best be served by the increase of certain expenditures in the 2021- 2022 budget. The following funds as referenced in Ordinance No. 3160 are hereby amended to read as follows:

<b>Fund Title</b>	<b>Fund No.</b>	<b>Description</b>	<b>Current Budget</b>	<b>Amended Budget</b>	<b>Amount of Inc/(Dec)</b>
General Fund	001	Beginning Fund Balance	\$ 14,447,658	\$ 14,447,658	\$ -
General Fund	001	Revenue	109,290,481	109,290,481	-
General Fund	001	Expenditures	116,652,275	116,750,471	98,196
General Fund	001	Ending Fund Balance	7,085,864	6,987,668	(98,196)
Affordable Housing Tax	115	Beginning Fund Balance	\$ 52,786	\$ 76,126	\$ 23,340
Affordable Housing Tax	115	Revenue	540,490	540,490	-
Affordable Housing Tax	115	Expenditures	500,000	600,000	100,000
Affordable Housing Tax	115	Ending Fund Balance	93,276	16,616	(76,660)
Parks Capital	310	Beginning Fund Balance	204,589	204,589	-
Parks Capital	310	Revenue	2,396,000	4,606,000	2,210,000
Parks Capital	310	Expenditures	2,530,740	4,740,740	2,210,000
Parks Capital	310	Ending Fund Balance	69,849	69,849	-
Water/Sewer Utilities	401	Beginning Fund Balance	11,703,663	11,703,663	-
Water/Sewer Utilities	401	Revenue	59,852,411	59,852,411	-
Water/Sewer Utilities	401	Expenditures	60,638,513	60,815,075	176,562
Water/Sewer Utilities	401	Ending Fund Balance	10,917,561	10,740,999	(176,562)
Fleet Services	501	Beginning Fund Balance	784,653	784,653	-
Fleet Services	501	Revenue	3,117,803	3,164,303	46,500
Fleet Services	501	Expenditures	3,126,366	3,172,866	46,500
Fleet Services	501	Ending Fund Balance	776,090	776,090	-

The detail concerning the above – referenced amendments are attached hereto as Exhibit “A”.

Section 2. Since the adoption of the 2021-2022 budget and in accordance with MMC 2.50.030, the 2021-2022 biennial budget hereby directs that City employees shall be

compensated in accordance with the established pay classifications and grades or ranges attached hereto and contained in Exhibit "B".

Section 3. Except as provided herein, all other provisions of Ordinance No. 3160 shall remain in full force and effect, unchanged.

Section 4. Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

Section 5. Effective date. This ordinance shall become effective five days after the date of its publication by summary.

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF MARYSVILLE

By \_\_\_\_\_  
MAYOR

ATTEST:

By \_\_\_\_\_  
DEPUTY CITY CLERK

Approved as to form:

By \_\_\_\_\_  
CITY ATTORNEY

Date of Publication: \_\_\_\_\_

Effective Date (5 days after publication): \_\_\_\_\_

**EXHIBIT A – 2019-2020  
Amendment Account Detail**

			<b>2021/2022</b>	<b>2021/2022</b>
			<b>Appropriation</b>	<b>Revenue</b>
<b>Fund</b>			<b>Biennial</b>	<b>Biennial</b>
<b>No./Dept.</b>	<b>Fund Title</b>	<b>Amendment Description</b>	<b>Request</b>	<b>Request</b>
001	General Fund	Correct Construction Tech. II	(176,562)	
001	General Fund	HR Director	274,758	
115	Affordable Housing Sales Tax	Duplex Purchase	100,000	
310	Parks Capital	Mother Nature's Window Cleanup	360,000	360,000
310	Parks Capital	Pickleball Courts	200,000	200,000
310	Parks Capital	Pump Track	275,000	275,000
310	Parks Capital	Strawberry Fields Playground	125,000	125,000
310	Parks Capital	Comeford Park Re-design	1,150,000	1,150,000
310	Parks Capital	Professional services – waterfront design/marketing	100,000	100,000
401	Utilities	Correct Construction Tech. II	176,562	
501	Fleet	Meter Technician - Vehicle	29,500	29,500
501	Fleet	Replacement Kubota Vehicle	17,000	17,000
			<b>2,631,258</b>	<b>2,256,500</b>

## EXHIBIT B – 2019-2020

CITY OF MARYSVILLE  
MANAGEMENT PAY GRID 2021

1.75% Increase

PAY CODE	TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
M112	Community Support Specialist	\$ 74,624 \$ 35.88	\$ 76,868 \$ 36.96	\$ 79,153 \$ 38.05	\$ 81,524 \$ 39.19	\$ 84,000 \$ 40.38	\$ 86,497 \$ 41.59	\$ 89,100 \$ 42.84	\$ 91,344 \$ 43.92	\$ 93,608 \$ 45.00
M113	Assistant Court Administrator Athletic Supervisor Community Center Supervisor Cultural Arts Supervisor Recreation Supervisor Utility Billing Supervisor Police Records Supervisor	\$ 81,333 \$ 39.10	\$ 83,767 \$ 40.27	\$ 86,307 \$ 41.49	\$ 88,868 \$ 42.72	\$ 91,555 \$ 44.02	\$ 94,307 \$ 45.34	\$ 97,122 \$ 46.69	\$ 99,555 \$ 47.86	\$ 102,032 \$ 49.05
M114	Human Resource Analyst Training & Community Outreach Administrator	\$ 87,323 \$ 41.98	\$ 89,947 \$ 43.24	\$ 92,656 \$ 44.55	\$ 95,407 \$ 45.87	\$ 98,286 \$ 47.25	\$ 101,227 \$ 48.67	\$ 104,296 \$ 50.14	\$ 106,878 \$ 51.38	\$ 109,545 \$ 52.67
M115	Administrative Services Manager GIS-Supervisor	\$ 93,460 \$ 44.93	\$ 96,233 \$ 46.27	\$ 99,132 \$ 47.66	\$ 102,116 \$ 49.09	\$ 105,185 \$ 50.57	\$ 108,339 \$ 52.09	\$ 111,598 \$ 53.65	\$ 114,349 \$ 54.98	\$ 117,206 \$ 56.35
M116	Parks Maintenance/Support Services Supervisor Prosecutor Risk/Emergency Management Manager Solid Waste/Fleet Services Supervisor Storm/Sewer Supervisor Street Supervisor Water Operations Supervisor Water Resource Supervisor Principal Planner	\$ 100,000 \$ 48.08	\$ 102,984 \$ 49.51	\$ 106,074 \$ 51.00	\$ 109,249 \$ 52.52	\$ 112,529 \$ 54.10	\$ 115,915 \$ 55.73	\$ 119,386 \$ 57.40	\$ 122,370 \$ 58.83	\$ 125,418 \$ 60.30
M117	Building Official Court Administrator Financial Operations Manager Financial Planning Administrator Planning Manager Senior Project Engineer Traffic Engineer Manager IT Supervisor	\$ 104,973 \$ 50.47	\$ 108,127 \$ 51.98	\$ 111,365 \$ 53.54	\$ 114,709 \$ 55.15	\$ 118,180 \$ 56.82	\$ 121,693 \$ 58.51	\$ 125,354 \$ 60.27	\$ 128,487 \$ 61.77	\$ 131,704 \$ 63.32
M118	Development Services Manager Senior Project Manager Civic Campus Project Manager	\$ 110,243 \$ 53.00	\$ 113,524 \$ 54.58	\$ 116,931 \$ 56.22	\$ 120,444 \$ 57.91	\$ 124,085 \$ 59.66	\$ 127,788 \$ 61.44	\$ 131,619 \$ 63.28	\$ 134,921 \$ 64.87	\$ 138,286 \$ 66.48
M119	Assistant Parks Director Utility Manager PW Services Manager	\$ 115,746 \$ 55.65	\$ 119,217 \$ 57.32	\$ 122,794 \$ 59.04	\$ 126,476 \$ 60.81	\$ 130,264 \$ 62.63	\$ 134,180 \$ 64.51	\$ 138,201 \$ 66.44	\$ 141,651 \$ 68.10	\$ 145,206 \$ 69.81
M120	No Position	\$ 121,524 \$ 58.42	\$ 125,164 \$ 60.17	\$ 128,910 \$ 61.98	\$ 132,804 \$ 63.85	\$ 136,783 \$ 65.76	\$ 140,889 \$ 67.73	\$ 145,122 \$ 69.77	\$ 148,741 \$ 71.51	\$ 152,465 \$ 73.30
M121	City Engineer Deputy City Attorney IS Manager	\$ 127,619 \$ 61.36	\$ 131,450 \$ 63.20	\$ 135,365 \$ 65.08	\$ 139,428 \$ 67.03	\$ 143,619 \$ 69.05	\$ 147,936 \$ 71.12	\$ 152,381 \$ 73.26	\$ 156,169 \$ 75.08	\$ 160,063 \$ 76.95
M122	Assistant Finance Director Assistant Public Works Director Human Resources Manager	\$ 133,989 \$ 64.42	\$ 137,989 \$ 66.34	\$ 142,137 \$ 68.34	\$ 146,434 \$ 70.40	\$ 150,815 \$ 72.51	\$ 155,323 \$ 74.67	\$ 159,979 \$ 76.91	\$ 164,000 \$ 78.85	\$ 168,084 \$ 80.81
M123	Assistant Police Chief	\$ 147,386 \$ 70.86	\$ 151,809 \$ 72.99	\$ 156,360 \$ 75.17	\$ 161,058 \$ 77.43	\$ 165,862 \$ 79.74	\$ 170,857 \$ 82.14	\$ 175,979 \$ 84.61	\$ 180,381 \$ 86.72	\$ 184,889 \$ 88.89
M124	Community Development Director Parks Director <b>IS Director</b> <b>HR Director</b>	\$ 154,751 \$ 74.40								\$ 198,074 \$ 95.23
M125	Finance Director	\$ 162,497 \$ 78.12								\$ 207,979 \$ 99.99
M126	Police Chief City Attorney Public Works Director	\$ 170,624 \$ 82.03								\$ 218,391 \$ 105.00
M130	<b>Chief Administrative Officer</b>	<b>\$ 184,402</b> <b>\$ 88.65</b>								<b>\$ 236,034</b> <b>\$ 113.48</b>

**CITY OF MARYSVILLE  
NON REPRESENTED PAY GRID 2021**

1.75% Increase

PAY CODE	TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
N110	Human Resource Assistant	\$ 65,799	\$ 67,767	\$ 69,799	\$ 71,894	\$ 74,053	\$ 76,275	\$ 78,561	\$ 80,529	\$ 82,540
	Planning Technician	\$ 31.63	\$ 32.58	\$ 33.56	\$ 34.56	\$ 35.60	\$ 36.67	\$ 37.77	\$ 38.72	\$ 39.68
	Confidential Legal Assistant									
	Computer Technician									
N111	Deputy City Clerk	\$ 69,735	\$ 71,852	\$ 73,989	\$ 76,212	\$ 78,497	\$ 80,825	\$ 83,280	\$ 85,354	\$ 87,492
	Probation Officer	\$ 33.53	\$ 34.54	\$ 35.57	\$ 36.64	\$ 37.74	\$ 38.86	\$ 40.04	\$ 41.04	\$ 42.06
	Communications/Marketing Specialist									
	Confidential Admin Specialist									
N112	Code Enforcement Officer	\$ 74,624	\$ 76,868	\$ 79,153	\$ 81,524	\$ 84,000	\$ 86,497	\$ 89,100	\$ 91,344	\$ 93,608
	Confidential Admin. Associate	\$ 35.88	\$ 36.96	\$ 38.05	\$ 39.19	\$ 40.38	\$ 41.59	\$ 42.84	\$ 43.92	\$ 45.00
	Development Services Technician									
	Financial Specialist - Engineering									
	GIS Technician									
	Inspector I - Building									
	Inspector I - Construction									
	Paralegal									
	Planning Assistant									
	Surface Water Specialist									
	Surface Water Inspector									
	Safety and Risk Specialist									
	Sr Systems & Operations Technician									
	N113	Associate Planner	\$ 81,333	\$ 83,767	\$ 86,286	\$ 88,868	\$ 91,534	\$ 94,307	\$ 97,122	\$ 99,555
I.S. Analyst		\$ 39.10	\$ 40.27	\$ 41.48	\$ 42.72	\$ 44.01	\$ 45.34	\$ 46.69	\$ 47.86	\$ 49.05
Engineering Technician										
Financial Analyst										
GIS Analyst										
Human Resource Specialist										
Inspector II - Building										
Inspector II - Construction										
Executive Services Coordinator										
NPDES Coordinator										
N114	Crime & Intelligence Analyst	\$ 87,323	\$ 89,947	\$ 92,656	\$ 95,407	\$ 98,286	\$ 101,227	\$ 104,296	\$ 106,878	\$ 109,545
	Electronic Control Systems Administrator	\$ 41.98	\$ 43.24	\$ 44.55	\$ 45.87	\$ 47.25	\$ 48.67	\$ 50.14	\$ 51.38	\$ 52.67
	Inspector III - Combo									
	Inspector III - Electrical									
	Planner Systems & Database Analyst									
N115	Assistant Building Official	\$ 93,460	\$ 96,233	\$ 99,132	\$ 102,116	\$ 105,185	\$ 108,339	\$ 111,598	\$ 114,349	\$ 117,206
	Civil Plan Review	\$ 44.93	\$ 46.27	\$ 47.66	\$ 49.09	\$ 50.57	\$ 52.09	\$ 53.65	\$ 54.98	\$ 56.35
	Project Engineer									
	Senior Planner									
	Associate Traffic Engineer									
N116	IS System Administrator	\$ 100,000	\$ 102,984	\$ 106,074	\$ 109,249	\$ 112,529	\$ 115,915	\$ 119,386	\$ 122,370	\$ 125,418
	Public Relations Administrator	\$ 48.08	\$ 49.51	\$ 51.00	\$ 52.52	\$ 54.10	\$ 55.73	\$ 57.40	\$ 58.83	\$ 60.30

Teamsters Pay Grid 2021

1.75% Increase

2021 Classification	2021 Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Custodian	U20	\$43,723	\$45,035	\$46,386	\$47,778	\$49,211	\$50,687	\$52,208	\$53,513	\$54,851
		\$21.02	\$21.65	\$22.30	\$22.97	\$23.66	\$24.37	\$25.10	\$25.73	\$26.37
Customer Service Representative	U25	\$52,468	\$54,042	\$55,663	\$57,333	\$59,053	\$60,825	\$62,649	\$64,216	\$65,821
Parks Maintenance Tech I		\$25.22	\$25.98	\$26.76	\$27.56	\$28.39	\$29.24	\$30.12	\$30.87	\$31.64
Streets Maintenance Tech I										
Accounting Tech - AP	U30	\$55,616	\$57,284	\$59,003	\$60,773	\$62,596	\$64,474	\$66,408	\$68,069	\$69,770
Accounting Tech - Utility Billing		\$26.74	\$27.54	\$28.37	\$29.22	\$30.09	\$31.00	\$31.93	\$32.73	\$33.54
CD Program Specialist										
Police Records Tech										
Purchasing/Inventory Specialist										
PW Administrative Assistant										
Storm/Sewer Tech I										
Utility Locator										
Judicial Process Specialist	U35	\$60,065	\$61,867	\$63,723	\$65,635	\$67,604	\$69,632	\$71,721	\$73,514	\$75,352
Meter Technician		\$28.88	\$29.74	\$30.64	\$31.56	\$32.50	\$33.48	\$34.48	\$35.34	\$36.23
Parks Administrative Associate										
Parks Maintenance Tech II										
Solid Waste Tech II										
Streets Maintenance Tech II										
Storm/Sewer Tech II										
Traffic Maintenance Worker II										
Traffic Control Systems Tech										
Small Equipment Mechanic	U40	\$63,669	\$65,579	\$67,547	\$69,573	\$71,660	\$73,810	\$76,024	\$77,925	\$79,873
Evidence Specialist		\$30.61	\$31.53	\$32.47	\$33.45	\$34.45	\$35.49	\$36.55	\$37.46	\$38.40
Parks Administrative Specialist										
Planning Administrative Specialist										
PW Administrative Specialist										
Police Administrative Specialist										
Senior Accounting Tech										
Senior Permit Tech										
WWTP Maintenance Tech I										
Cross Connection Control Specialist	U45	\$66,853	\$68,858	\$70,924	\$73,052	\$75,243	\$77,501	\$79,826	\$81,821	\$83,867
Parks Maintenance Lead I		\$32.14	\$33.10	\$34.10	\$35.12	\$36.17	\$37.26	\$38.38	\$39.34	\$40.32
Police Records Tech Lead										
Streets Maintenance Lead I										
Storm/Sewer Lead I										
Water Operations Tech II										
Construction Tech II										
Water Quality Specialist										
Facilities Maintenance Journeyman	U50	\$71,532	\$73,678	\$75,889	\$78,165	\$80,510	\$82,926	\$85,413	\$87,549	\$89,737
Industrial Waste/Pretreatment Technician		\$34.39	\$35.42	\$36.48	\$37.58	\$38.71	\$39.87	\$41.06	\$42.09	\$43.14
Mechanic										
Streets Maintenance Tech Lead II										
Storm/Sewer Tech Lead II										
Solid Waste Lead II										
Parks Maintenance Lead II										
WWTP Operator										
Construction Lead I										
Water Operator										
WWTP Maintenance Tech II										
Mechanic Lead II	U55	\$76,540	\$78,836	\$81,201	\$83,637	\$86,146	\$88,730	\$91,392	\$93,677	\$96,019
Senior Traffic Control Systems Tech		\$36.80	\$37.90	\$39.04	\$40.21	\$41.42	\$42.66	\$43.94	\$45.04	\$46.16
Construction Lead II										
Water Operations Lead II										
Water Quality Lead										
WWTP Maintenance Lead										
WWTP Operations Lead										
Utility Electrician										



**CITY OF MARYSVILLE**  
**MPMA - COMMANDER PAY GRID 2020**

TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Police Commander	\$125,416	\$129,187	\$133,043	\$137,028	\$141,141	\$145,383	\$149,754	\$153,481	\$157,316
	\$ 60.30	\$ 62.11	\$ 63.96	\$ 65.88	\$ 67.86	\$ 69.90	\$ 72.00	\$ 73.79	\$ 75.63

Wage re-opener begin 6/15/2021

**2021**

**MPOA - (OFFICERS & SERGEANTS)**

**January 1, 2021 Through December 31, 2021**

4% increase

Monthly

PAY CODE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5
Police Officers	6,367	6,610	6,847	7,221	7,636	7,939
Police Sergeant	8,977	9,368				
Entry Police	5,730					

**2021**

**MPOA - (CUSTODY OFFICER, CORPORAL & COMMUNITY SERVICE OFFICER)**

**January 1, 2021 - December 31, 2021**

3% increase

Monthly

PAY CODE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Community Service Officer	4,920	5,120	5,330	5,549	5,776	6,014	6,247
Custody Sergeant	6,832	7,035					
Custody Corporal	6,563	6,721					
Custody Officer	5,043	5,258	5,442	5,633	5,854	6,100	6,281

**CITY OF MARYSVILLE  
MANAGEMENT PAY GRID 2022**

2.0% Increase

PAY CODE	TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
M112	Community Support Specialist	\$ 76,116	\$ 78,405	\$ 80,736	\$ 83,154	\$ 85,680	\$ 88,227	\$ 90,882	\$ 93,171	\$ 95,480
		\$ 36.60	\$ 37.70	\$ 38.81	\$ 39.97	\$ 41.19	\$ 42.42	\$ 43.70	\$ 44.80	\$ 45.90
M113	Assistant Court Administrator	\$ 82,960	\$ 85,442	\$ 88,033	\$ 90,645	\$ 93,386	\$ 96,193	\$ 99,064	\$ 101,546	\$ 104,073
	Athletic Supervisor	\$ 39.88	\$ 41.08	\$ 42.32	\$ 43.57	\$ 44.90	\$ 46.25	\$ 47.62	\$ 48.82	\$ 50.03
	Community Center Supervisor									
	Cultural Arts Supervisor									
	Recreation Supervisor									
	Utility Billing Supervisor									
	Police Records Supervisor									
M114	Human Resource Analyst	\$ 89,069	\$ 91,746	\$ 94,509	\$ 97,315	\$ 100,252	\$ 103,252	\$ 106,382	\$ 109,016	\$ 111,736
	Training & Community Outreach Administrator	\$ 42.82	\$ 44.10	\$ 45.44	\$ 46.79	\$ 48.20	\$ 49.64	\$ 51.14	\$ 52.41	\$ 53.72
M115	Administrative Services Manager	\$ 95,329	\$ 98,158	\$ 101,115	\$ 104,158	\$ 107,289	\$ 110,506	\$ 113,830	\$ 116,636	\$ 119,550
	GIS-Supervisor	\$ 45.83	\$ 47.20	\$ 48.61	\$ 50.07	\$ 51.58	\$ 53.13	\$ 54.72	\$ 56.08	\$ 57.48
M116	Parks Maintenance/Support Services Supervisor	\$ 102,000	\$ 105,044	\$ 108,195	\$ 111,434	\$ 114,780	\$ 118,233	\$ 121,774	\$ 124,817	\$ 127,926
	Prosecutor	\$ 49.04	\$ 50.50	\$ 52.02	\$ 53.57	\$ 55.18	\$ 56.84	\$ 58.55	\$ 60.01	\$ 61.51
	Risk/Emergency Management Manager									
	Solid Waste/Fleet Services Supervisor									
	Storm/Sewer Supervisor									
	Street Supervisor									
	Water Operations Supervisor									
	Water Resource Supervisor									
	Principal Planner									
M117	Building Official	\$ 107,072	\$ 110,290	\$ 113,592	\$ 117,003	\$ 120,544	\$ 124,127	\$ 127,861	\$ 131,057	\$ 134,338
	Court Administrator	\$ 51.48	\$ 53.02	\$ 54.61	\$ 56.25	\$ 57.96	\$ 59.68	\$ 61.48	\$ 63.01	\$ 64.59
	Financial Operations Manager	\$ 8,922.67	\$ 9,190.13	\$ 9,465.73	\$ 9,750.00	\$ 10,046.40	\$ 10,344.53	\$ 10,656.53	\$ 10,921.73	\$ 11,195.60
	Financial Planning Administrator	\$ 4,461.33	\$ 4,595.07	\$ 4,732.87	\$ 4,875.00	\$ 5,023.20	\$ 5,172.27	\$ 5,328.27	\$ 5,460.87	\$ 5,597.80
	Planning Manager									
	Senior Project Engineer									
	Traffic Engineer Manager IT Supervisor									
M118	Development Services Manager	\$ 112,448	\$ 115,794	\$ 119,270	\$ 122,853	\$ 126,567	\$ 130,344	\$ 134,251	\$ 137,619	\$ 141,052
	Senior Project Manager	\$ 54.06	\$ 55.67	\$ 57.34	\$ 59.07	\$ 60.85	\$ 62.67	\$ 64.55	\$ 66.17	\$ 67.81
	Civic Campus Project Manager									
M119	Assistant Parks Director	\$ 118,061	\$ 121,601	\$ 125,250	\$ 129,006	\$ 132,869	\$ 136,864	\$ 140,965	\$ 144,484	\$ 148,110
	Utility Manager	\$ 56.76	\$ 58.47	\$ 60.22	\$ 62.03	\$ 63.88	\$ 65.80	\$ 67.77	\$ 69.46	\$ 71.21
	PW Services Manager	\$ 9,838.42	\$ 10,134.80	\$ 10,438.13	\$ 10,751.87	\$ 11,072.53	\$ 11,405.33	\$ 11,746.80	\$ 12,039.73	\$ 12,343.07
		\$ 4,919.21	\$ 5,067.40	\$ 5,219.07	\$ 5,375.93	\$ 5,536.27	\$ 5,702.67	\$ 5,873.40	\$ 6,019.87	\$ 6,171.53
M120	No Position	\$ 123,954	\$ 127,667	\$ 131,488	\$ 135,460	\$ 139,519	\$ 143,707	\$ 148,024	\$ 151,716	\$ 155,514
		\$ 59.59	\$ 61.37	\$ 63.22	\$ 65.13	\$ 67.08	\$ 69.08	\$ 71.17	\$ 72.94	\$ 74.77
M121	City Engineer	\$ 130,171	\$ 134,079	\$ 138,072	\$ 142,217	\$ 146,491	\$ 150,895	\$ 155,429	\$ 159,292	\$ 163,264
	Deputy City Attorney	\$ 62.59	\$ 64.46	\$ 66.38	\$ 68.37	\$ 70.43	\$ 72.54	\$ 74.73	\$ 76.58	\$ 78.49
	IS Manager									
M122	Assistant Finance Director	\$ 136,669	\$ 140,749	\$ 144,980	\$ 149,363	\$ 153,831	\$ 158,429	\$ 163,179	\$ 167,280	\$ 171,446
	Assistant Public Works Director	\$ 65.71	\$ 67.67	\$ 69.71	\$ 71.81	\$ 73.96	\$ 76.16	\$ 78.45	\$ 80.43	\$ 82.43
	Human Resources Manager									
M123	Assistant Police Chief	\$ 150,334	\$ 154,845	\$ 159,487	\$ 164,279	\$ 169,179	\$ 174,274	\$ 179,499	\$ 183,989	\$ 188,587
		\$ 72.28	\$ 74.45	\$ 76.67	\$ 78.98	\$ 81.33	\$ 83.78	\$ 86.30	\$ 88.45	\$ 90.67
M124	Community Development Director	\$ 157,846								\$ 202,035
	Parks Director	\$ 75.89								\$ 97.13
	<b>IS Director</b> <b>HR Director</b>									
M125	Finance Director	\$ 165,747								\$ 212,139
		\$ 79.68								\$ 101.99
M126	Police Chief	\$ 174,036								\$ 222,759
	City Attorney	\$ 83.67								\$ 107.10
	Public Works Director									
M130	<b>Chief Administrative Officer</b>	<b>\$ 188,090</b>								<b>\$ 240,755</b>
		<b>\$ 90.43</b>								<b>\$ 115.75</b>

**CITY OF MARYSVILLE  
NON REPRESENTED PAY GRID 2022**

2.0% Increase

PAY CODE	TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
N110	Human Resource Assistant	\$ 67,115	\$ 69,122	\$ 71,195	\$ 73,332	\$ 75,534	\$ 77,801	\$ 80,132	\$ 82,140	\$ 84,191
	Planning Technician	\$ 32.26	\$ 33.23	\$ 34.23	\$ 35.25	\$ 36.31	\$ 37.40	\$ 38.53	\$ 39.49	\$ 40.47
	Confidential Legal Assistant									
	Computer Technician									
N111	Deputy City Clerk	\$ 71,130	\$ 73,289	\$ 75,469	\$ 77,736	\$ 80,067	\$ 82,442	\$ 84,946	\$ 87,061	\$ 89,242
	Probation Officer	\$ 34.20	\$ 35.23	\$ 36.28	\$ 37.37	\$ 38.49	\$ 39.64	\$ 40.84	\$ 41.86	\$ 42.90
	Communications/Marketing Specialist									
	Confidential Admin Specialist									
N112	Code Enforcement Officer	\$ 76,116	\$ 78,405	\$ 80,736	\$ 83,154	\$ 85,680	\$ 88,227	\$ 90,882	\$ 93,171	\$ 95,480
	Confidential Admin. Associate	\$ 36.60	\$ 37.70	\$ 38.81	\$ 39.97	\$ 41.19	\$ 42.42	\$ 43.70	\$ 44.80	\$ 45.90
	Development Services Technician									
	Financial Specialist - Engineering									
	GIS Technician									
	Inspector I - Building									
	Inspector I - Construction									
	Paralegal									
	Planning Assistant									
	Surface Water Specialist									
	Surface Water Inspector									
	Safety and Risk Specialist									
	Sr Systems & Operations Technician									
N113	Associate Planner	\$ 82,960	\$ 85,442	\$ 88,012	\$ 90,645	\$ 93,365	\$ 96,193	\$ 99,064	\$ 101,546	\$ 104,073
	I.S. Analyst	\$ 39.88	\$ 41.08	\$ 42.31	\$ 43.57	\$ 44.89	\$ 46.25	\$ 47.62	\$ 48.82	\$ 50.03
	Engineering Technician									
	Financial Analyst									
	GIS Analyst									
	Human Resource Specialist									
	Inspector II - Building									
	Inspector II - Construction									
Executive Services Coordinator NPDES Coordinator										
N114	Crime & Intelligence Analyst	\$ 89,069	\$ 91,746	\$ 94,509	\$ 97,315	\$ 100,252	\$ 103,252	\$ 106,382	\$ 109,016	\$ 111,736
	Electronic Control Systems Administrator	\$ 42.82	\$ 44.10	\$ 45.44	\$ 46.79	\$ 48.20	\$ 49.64	\$ 51.14	\$ 52.41	\$ 53.72
	Inspector III - Combo									
	Inspector III - Electrical									
	Planner Systems & Database Analyst									
N115	Assistant Building Official	\$ 95,329	\$ 98,158	\$ 101,115	\$ 104,158	\$ 107,289	\$ 110,506	\$ 113,830	\$ 116,636	\$ 119,550
	Civil Plan Review	\$ 45.83	\$ 47.20	\$ 48.61	\$ 50.07	\$ 51.58	\$ 53.13	\$ 54.72	\$ 56.08	\$ 57.48
	Project Engineer									
	Senior Planner									
	Associate Traffic Engineer									
N116	IS System Administrator	\$ 102,000	\$ 105,044	\$ 108,195	\$ 111,434	\$ 114,780	\$ 118,233	\$ 121,774	\$ 124,817	\$ 127,926
	Public Relations Administrator	\$ 49.04	\$ 50.50	\$ 52.02	\$ 53.57	\$ 55.18	\$ 56.84	\$ 58.55	\$ 60.01	\$ 61.51

Teamsters Pay Grid 2022

2% Increase

2022 Classification	2022 Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Custodian	U20	\$44,598	\$45,936	\$47,314	\$48,733	\$50,195	\$51,701	\$53,252	\$54,843	\$55,948
		\$21.44	\$22.08	\$22.75	\$23.43	\$24.13	\$24.86	\$25.60	\$26.24	\$26.90
Customer Service Representative	U25	\$53,517	\$55,123	\$56,776	\$58,480	\$60,234	\$62,041	\$63,902	\$65,500	\$67,138
Parks Maintenance Tech I		\$25.73	\$26.50	\$27.30	\$28.12	\$28.96	\$29.83	\$30.72	\$31.49	\$32.28
Streets Maintenance Tech I										
Accounting Tech - AP	U30	\$56,728	\$58,430	\$60,183	\$61,989	\$63,848	\$65,764	\$67,737	\$69,430	\$71,166
Accounting Tech - Utility Billing		\$27.27	\$28.09	\$28.93	\$29.80	\$30.70	\$31.62	\$32.57	\$33.38	\$34.21
CD Program Specialist										
Police Records Tech										
Purchasing/Inventory Specialist										
PW Administrative Assistant										
Storm/Sewer Tech I										
Utility Locator										
Judicial Process Specialist	U35	\$61,267	\$63,105	\$64,998	\$66,948	\$68,956	\$71,025	\$73,156	\$74,984	\$76,859
Meter Technician		\$29.46	\$30.34	\$31.25	\$32.19	\$33.15	\$34.15	\$35.17	\$36.05	\$36.95
Parks Administrative Associate										
Parks Maintenance Tech II										
Solid Waste Tech II										
Streets Maintenance Tech II										
Storm/Sewer Tech II										
Traffic Maintenance Worker II										
Traffic Control Systems Tech										
Small Equipment Mechanic	U40	\$64,943	\$66,891	\$68,898	\$70,965	\$73,093	\$75,286	\$77,545	\$79,483	\$81,471
Evidence Specialist		\$31.22	\$32.16	\$33.12	\$34.12	\$35.14	\$36.20	\$37.28	\$38.21	\$39.17
Parks Administrative Specialist										
Planning Administrative Specialist										
PW Administrative Specialist										
Police Administrative Specialist										
Senior Accounting Tech										
Senior Permit Tech										
WWTP Maintenance Tech I										
Cross Connection Control Specialist	U45	\$68,190	\$70,235	\$72,342	\$74,513	\$76,748	\$79,051	\$81,422	\$83,458	\$85,544
Parks Maintenance Lead I		\$32.78	\$33.77	\$34.78	\$35.82	\$36.90	\$38.01	\$39.15	\$40.12	\$41.13
Police Records Tech Lead										
Streets Maintenance Lead I										
Storm/Sewer Lead I										
Water Operations Tech II										
Construction Tech II										
Water Quality Specialist										
Facilities Maintenance Journeyman	U50	\$72,963	\$75,152	\$77,406	\$79,729	\$82,120	\$84,584	\$87,122	\$89,300	\$91,532
Industrial Waste/Pretreatment Technician		\$35.08	\$36.13	\$37.21	\$38.33	\$39.48	\$40.67	\$41.89	\$42.93	\$44.01
Mechanic										
Streets Maintenance Tech Lead II										
Storm/Sewer Tech Lead II										
Solid Waste Lead II										
Parks Maintenance Lead II										
WWTP Operator										
Construction Lead I										
Water Operator										
WWTP Maintenance Tech II										
Mechanic Lead II	U55	\$78,070	\$80,413	\$82,825	\$85,310	\$87,869	\$90,505	\$93,220	\$95,551	\$97,939
Senior Traffic Control Systems Tech		\$37.53	\$38.66	\$39.82	\$41.01	\$42.24	\$43.51	\$44.82	\$45.94	\$47.09
Construction Lead II										
Water Operations Lead II										
Water Quality Lead										
WWTP Maintenance Lead										
WWTP Operations Lead										
Utility Electrician										

**CITY OF MARYSVILLE**  
**MPMA - COMMANDER PAY GRID 2020**

TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Police Commander	\$125,416	\$129,187	\$133,043	\$137,028	\$141,141	\$145,383	\$149,754	\$153,481	\$157,316
	\$ 60.30	\$ 62.11	\$ 63.96	\$ 65.88	\$ 67.86	\$ 69.90	\$ 72.00	\$ 73.79	\$ 75.63

Wage re-opener begin 6/15/2021

**CITY OF MARYSVILLE**

**2022**

**MPOA - (OFFICERS & SERGEANTS)**

**January 1, 2022 Through December 31, 2022**

4% increase

Monthly

PAY CODE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5
Police Officers	6,622	6,874	7,121	7,509	7,941	8,257
Police Sergeant	9,336	9,743				
Entry Police	5,959					

**CITY OF MARYSVILLE**

**2022**

**MPOA - (OFFICERS & SERGEANTS)**

**January 1, 2022 Through December 31, 2022**

4% increase

Monthly

PAY CODE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5
Police Officers	6,622	6,874	7,121	7,509	7,941	8,257
Police Sergeant	9,336	9,743				
Entry Police	5,959					

# *Index #9*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 6/28/2021**

<b>AGENDA ITEM:</b>	
Personnel Rules Update	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Jon Walker	
<b>DEPARTMENT:</b>	
Legal	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
<b>SUMMARY:</b>	

MMC 2.50.010 provides that the City Council will adopt personnel rules by resolution governing all city employees. This is the first update to the Personnel Rules since October 2014.

This update makes the following changes:

1. Numbers sections and subsections for ease of use and to facilitate amendments to the rules.
2. Authorizes the use of incentives to recruit for critical positions. (§3.1)
3. Updates sick leave provisions to be consistent with state law changes since 2014. (§8.4)
4. Updates provisions regarding which employees receive administrative leave. (§8.17)
5. Updates code of ethics provision to be consistent with code changes made by the Council since 2014. (§9.1)
6. Updates policies regarding use of computer systems and electronic communications and authorizes the Mayor to adopt policies and procedures to keep up with rapidly changing technology. (§11.2)
7. Eliminates prohibition on signing over L&I checks to the City. (§12.2)

A redlined copy is attached to this agenda bill for Council review. The attached resolution has a clean copy of the proposed Personnel Rules.

**RECOMMENDED ACTION: Staff recommends Council consider adopting the proposed changes to the Personnel Rules.**

**RECOMMENDED MOTION: I move to adopt Resolution No. \_\_\_ updating the Personnel Rules.**

CITY OF MARYSVILLE  
Marysville, Washington

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,  
WASHINGTON, REPEALING RESOLUTION NO. 2490 AND ADOPTING  
REVISED PERSONNEL RULES.**

WHEREAS, section 2.50.010 of the municipal code requires the City Council to adopt personnel rules governing all employees of the City of Marysville; and

WHEREAS, the last substantive update to the Personnel Rules was made in 2014 by Resolution No. 2366; and

WHEREAS, in November 2020, by Resolution No. 2490, the Council ratified a change to the Personnel Rules made by the Council in 2018; and

WHEREAS, the Personnel Rules should be revised to reflect current city policies and practices, and to be consistent with current state and federal laws and regulations.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE that Resolution No. 2490 is repealed and updated Personnel Rules are adopted.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE that City Council adopts the Personnel Rules for the City of Marysville as set forth in Exhibit A.

ADOPTED by the City Council at an open public meeting this \_\_\_\_\_ day of June, 2021.

CITY OF MARYSVILLE

By \_\_\_\_\_  
JON NEHRING, MAYOR

Attest:

By \_\_\_\_\_  
TINA BROCK, DEPUTY CITY CLERK

Approved as to form:



By \_\_\_\_\_  
JON WALKER, CITY ATTORNEY

# EXHIBIT A



**PERSONNEL RULES**

**FOR THE**

**CITY OF MARYSVILLE**

Revised: ~~Fall 2014~~October 2019

# PERSONNEL RULES CITY OF MARYSVILLE

## VISION

Marysville - Live, Work, Play

## MISSION

The City of Marysville partners with the community to provide quality, innovative and efficient municipal services which promote economic growth, thriving neighborhoods, healthful living, and financial sustainability for our residents and businesses

## CORE VALUES

- Integrity:** We conduct our work in an atmosphere of honesty, respect, and courtesy recognizing the impact our actions have on the quality of life now and in the future.
- Trust:** We are committed to earn, maintain, and enhance the trust of each other and the community.
- Teamwork:** We nurture successful working relationships with all our partners.
- Accountability:** In the performance of our duties, we are individually and collectively accountable to citizens, customers, and stakeholders. We are competent, responsible, and dedicated to providing effective and efficient services.
- Innovation:** We encourage and support new ideas and creative approaches.
- Commitment:** We provide quality services with a continuing focus on excellence.
- Diversity:** We value and respect the uniqueness of our employees and citizens.

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## **Section 1. GENERAL PROVISIONS**

### **1.1 PURPOSE**

These rules establish personnel policies for conducting human resources programs and activities throughout City government to enable employees to provide efficient service to the public.

### **1.2 SCOPE**

Where these policies conflict with collective bargaining agreements, civil service rules, or other state or federal laws or regulations, the provisions of the labor contract, civil service rules, or state or federal laws shall govern. In all other cases, these policies shall apply.

### **1.3 MANAGEMENT RIGHTS**

Nothing in these policies affects or abrogates the inherent exclusive rights of the City in matters of general legislative or managerial policy, including exclusive rights to make the following decisions or take the following actions.

- Determine the mission of City departments, commissions, and boards.
- Set standards for public service.
- Determine procedures and standards of selection for employment, promotion, and dismissal.
- Direct and supervise all City employees.
- Decide and implement disciplinary actions.
- Relieve employees from duty due to lack of work.
- Terminate employees at will.
- Maintain the efficiency of governmental operations.
- Determine the methods, means, and personnel by which government operations are conducted.
- Exercise complete control and discretion over the City's organization and the technology of performing its work.
- Take all necessary actions to carry out its mission in emergencies.

This handbook of personnel policies is intended to provide general guidance only, it is not a contract or promise of specific treatment in specific situations, and it does not create any binding obligations upon the City. The City reserves the right to alter, amend, or modify these guidelines in its sole discretion. Amendment to these policies shall be by resolution of the City Council.

The Chief Administrative Officer (CAO), with the approval of the Mayor, may vary or modify the strict application of these policies in cases in which their strict application would result in practical difficulties or unnecessary hardships. Such variances shall not be construed as setting a precedent for other cases.

## **1.4 ADMINISTRATIVE PROCEDURES**

The CAO or designee, with the approval of the Mayor, will establish administrative procedures to implement or enforce these personnel policies. These administrative procedures may be adopted, amended, or rescinded at any time. They shall be circulated to all department directors and the City Council prior to their effective date and placed on record in the office of the City Clerk, together with these policies.

## **1.5 MANAGEMENT-EMPLOYEE COMMUNICATIONS**

The Mayor, as the chief executive officer of the City, and the CAO, as the Mayor's assistant, shall strive to maintain open communications with all City employees and shall have unrestricted access to employee records.

The City Council, as the legislative body of the City, should not initiate or accept communications with City employees on [administrative or personnel matters that are within the Mayor's scope of authority](#) without informing the Mayor or CAO. [Employees may communicate with Council members on matters of public concern during non-work hours.](#)

## **1.6 APPOINTING AUTHORITY**

The Mayor has the power to appoint and remove all City employees. The Mayor may delegate such authority, in whole or part, to the CAO or department directors.

## **1.7 GENDER**

Whenever words denoting the masculine or feminine gender are used in this document, they are intended to apply equally to both genders.

## **1.8 EXISTING LEAVE BENEFITS**

All accrued leave time that has been earned by City employees as of the date of adoption of these policies by the City Council shall continue in full force and effect for such employees.

## **Section 2. EMPLOYMENT PRACTICES**

### **2.1 EQUAL EMPLOYMENT OPPORTUNITY**

The City provides equal employment opportunities to all employees and applicants for employment without regard to race; color; religion; gender; sexual orientation; age; marital status; national origin; the presence of any physical, mental, or sensory impairment, whether temporary or permanent, that exists or is perceived to exist; honorably discharged veteran or military status; genetic information; or on any other basis that violates applicable federal, state, and local laws. This policy applies to terms and conditions of employment including, but not limited to, hiring, placement, transfer, promotion, termination, layoff, recall, leaves of absence, compensation, and training.

### **2.2 DISABILITY ACCOMMODATION ~~(NEW)~~**

The City complies fully with its duty to provide reasonable accommodation to allow an employee with physical, mental, or sensory disabilities to perform the essential functions of his/her job, which includes reliable attendance. If you have a disability that limits or affects your ability to perform your job, please inform the Human Resources Director of your request for accommodation.

Examples of accommodations include adjustments to the work environment and equipment, work schedule, work-related duties, reassignment to another available position, and time off. Whether an accommodation is considered reasonable is decided on a case-by-case basis depending on the individual circumstances.

In order to provide a reasonable accommodation, the City may seek to communicate with an employee and their medical provider(s) to gain a better understanding of any limitations and how an accommodation would allow the employee to perform the essential functions of the position. Such communications will only occur after the employee has given written consent. Refusal to allow such communication may relieve the City of any legal obligation to accommodate the disability.

### **2.3 RELIGIOUS ACCOMMODATION ~~(NEW)~~**

The City complies fully with its duty to provide reasonable accommodation of an employee's sincerely held religious beliefs and practices. For example, if an employee requires a certain work schedule, or to dress or attire themselves in a way that varies from any dress code adopted by the City, please inform the Human Resources Director of your request for accommodation. Whether an accommodation is considered reasonable is decided on a case-by-case basis depending on the individual circumstances.

## **2.4 UNLAWFUL RETALIATION ~~(NEW)~~**

Any employee who complains of unlawful discrimination or harassment in good faith will be entitled to protection from retaliation for making a complaint. Any employee who cooperates in an investigation of a discrimination or harassment complaint will be entitled to protection from retaliation for such cooperation.

Unlawful retaliation occurs when an employee is targeted for unfavorable treatment by the City, or by coworkers, as a result of complaining or cooperating. Unfavorable treatment may include official action, like termination, demotion, or reassignment, or unofficial action like shunning or isolation or ongoing harassment.

If an employee believes he/she is being retaliated against, the employee should complain immediately to the Human Resources Director. If the employee believes the Human Resources Director is involved in the retaliation, the employee should complain to the CAO. Any complaints of retaliation will be investigated separately, and the City will take prompt, corrective action to remedy any complaints found to have merit.

## **2.5 EMPLOYMENT AT WILL**

Employment at the City of Marysville is on an “at-will” basis. The statements of policy contained in this handbook are not a contract nor are they to be interpreted as a promise of employment. Employment may be discontinued at any time by the City or by the employee, with or without cause, subject to applicable labor contracts or civil service rules, and applicable federal, state, and local laws.

## **2.6 EMPLOYMENT RECORDS**

Employees’ personnel files are maintained in the Human Resources office and are confidential. These files are maintained in accordance with federal and state laws and guidelines and to ensure confidentiality to the extent allowed by law. Employees may have access to review their own personnel files annually during regular business hours, except as waived by the CAO, in the Human Resources office. Employees may add statements to their files, but may not alter, amend, or remove any documents contained in the files. Personnel files may not be removed from the Human Resources office.

The City complies with the Washington State Public Records Act, valid court orders, and government requests that direct the City to provide information from personnel records to outside representatives. Representatives of government or law enforcement agencies, during the course of their business, may be allowed access to employment records information. This decision will be made at the discretion of the Human Resources Director, who may consult with the City Attorney, in response to the request, legal subpoena, or court order.

Requests for references on all employees, both past and present, must be directed to the Human Resources office. Without employees' written authorization, generally only the following information will be verified to banks, credit agencies, mortgage companies, or prospective employers: dates of employment, job titles, and employment status (regular, part-time etc.).

Managers and supervisors may request access to personnel file information for employees under their supervision and when considering the hire of a former employee or transfer of a current employee.

Medical information about employees is maintained in the Human Resources office in a separate, confidential medical file, as required by law. Human Resources staff will provide this information to supervisors and managers only on a "need to know" basis for the limited purposes of identifying necessary medical restrictions on employees' work or duties or determining necessary accommodations for employees' disabilities. [Supervisors and managers will keep information obtained for such purposes confidential.](#)

## **2.7 EMPLOYMENT OF RELATIVES**

The City is an equal opportunity employer and does not discriminate due to marital status. The employment of relatives, including registered domestic partners, is handled on a case-by-case basis and will be left to the discretion of the Mayor and CAO.

All employees will be treated fairly and equitably in all employment decisions, and it is important to avoid even the appearance of potential inequity in employment actions. For this reason, the following employment guidelines apply to employees who are related to each other or share an intimate relationship.

- Under no circumstances may one employee audit or evaluate the work of the other related employee or oversee such audits or evaluations.
- One employee should not have the authority or practical power to supervise, appoint, remove, or discipline the other related employee.
- The related employees should not be assigned duties which would place them in a situation of actual or reasonably foreseeable conflict between the City's interests and their own.

When a relationship between employees occurs during employment, the two employees may remain in their positions provided they are not in conflict with the restrictions stated above. If the new relationship places the employees in potential conflict with the above restrictions, the City will try to arrange a transfer or change in position for one of the employees; if this is not possible, one employee must separate from employment with the City. The decision to transfer, change position, or terminate may be made in consultation and with the agreement of the involved related employees; however, the Mayor or designee retains the right to determine the employment actions that are in the best interests of the City.

## **Section 3. EMPLOYMENT ACTIONS**

### **3.1 EMPLOYEE RECRUITMENT**

The Human Resources office, with the assistance of affected departments, may prepare job announcements to fill vacant positions. When regular full- or part-time positions become vacant, current City employees may be given first consideration for filling vacancies, unless non-City employee applicants have substantially better qualifications and abilities. Job announcements should be posted at City offices for the benefit of City employees for a period of five working days. Job announcements, however, will be given such publicity as is appropriate to reach prospective, well-qualified applicants. [The CAO, with the approval of the mayor, may offer incentives to facilitate recruitment for critical positions.](#) All job announcements and related material shall explicitly state that the City of Marysville is an equal opportunity employer.

### **3.2 APPLICANT SCREENING**

Job applicants must submit a completed City job application form to be considered for appointment to a vacant position, unless this requirement is waived by the CAO. The City's job application form solicits applicant job-related data about job-related training, experience, and references.

Applications will be screened by the Human Resources staff. Applicants may be disqualified for employment consideration based on factors including, but not limited to, the following:

- Applicant cannot establish his or her United States citizenship or authorization to be employed in the United States on a full-time basis, as required by law.
- Applicant does not possess the qualifications for the job.
- Applicant is not physically or mentally fit to perform the essential functions of the job, with or without reasonable accommodations.
- Applicant has demonstrated an unsatisfactory employment record as evidenced by the results of a reference check.
- Applicant has made false statements of any material facts or practiced deception in his or her application.

Only those applicants who appear to possess the minimum qualifications required may be considered for further testing and potential employment. In cases where there are a substantial number of applications, the Human Resources staff will provide the hiring department with an appropriate number of best qualified applicants.

### **Information from Previous Employers**

Applicants for positions that require a Commercial Driver's License (CDL) and who have worked as drivers of commercial motor vehicles during the previous two years must authorize their previous DOT employers to release their records of applicants' positive alcohol or drug tests or refusals to be tested to the City. The City will make a good faith effort to obtain and review the information from prior employers within 14 days of new employees performing safety-sensitive duties for the first time.

If records from previous employers contain verified positive drug test, alcohol tests with 0.04 or higher alcohol concentration, or refusals to be tested within the past two years, job candidates and new employees are prohibited from driving commercial motor vehicles unless subsequent information indicates that an evaluation by a substance abuse professional was made and return-to-duty testing was administered. The City may provide job candidates and new employees with names of substance abuse professionals qualified to conduct return-to-duty testing; however, the cost of this testing will be paid by the job candidate or new employee. An employee who refuses to provide such consent may not perform safety-sensitive functions.

### **3.3 EXAMINATIONS**

All appointments of City employees shall be made on the basis of ability, training and/or experience of the appointees to perform the essential functions of the job. Applicants' job qualifications will be assessed by careful and impartial evaluation of specific job-related criteria, designed to measure their ability to perform the essential functions of the job, with or without reasonable accommodations.

Examinations may be used to evaluate applicants' qualifications. Examinations shall consist of material that tests the capacity and fitness of applicants to effectively perform the essential duties, with or without reasonable accommodations, of the specific positions for which they are applying. Examinations may be written, computerized, oral, a measurement of physical fitness, practical, or any combination. There may be a fee assessed to cover the costs of testing.



## **3.4 EMPLOYMENT STATUS**

Employees' positions are categorized in several ways—type of appointment, work schedule, and eligibility for overtime compensation—which affect compensation and eligibility for a variety of benefits. Following is a brief description of employment categories.

### **Type of Appointment**

- **Regular**: Employment is for an indefinite period of time. Employees may be eligible for all employment benefits offered by the City. Employees have successfully completed their orientation period.
- **Temporary**: Employment is for a specified, limited time period or an indefinite period of time. The number of hours a temporary employee may work annually may be subject to applicable collective bargaining agreements. Employees are eligible for only those employment benefits that are legally required.

Temporary appointments shall be made by the appointing authority only for the following reasons:

- As a substitution for a regular employee who is absent from his or her position.
- When recruitment difficulties make it impossible to make a regular appointment to a position.
- When budget appropriations provide only for temporary employment.
- During a state of emergency.
- **Seasonal**: Employment is for a specified, limited period approximately six months or less. The number of hours seasonal employees may work annually is subject to applicable collective bargaining agreements. Employees are eligible for only those employment benefits that are legally required.

### **Work Schedule**

- **Full-time**: Employees regularly work 40 hours per week. Employees may be eligible for all employment benefits offered by the City.
- **Part-time**: Employees regularly work at least 20 hours per week. Unless otherwise stated, employees may be eligible for employment benefits on a prorated basis, depending on usual number of hours worked per week.

### **Eligibility for Overtime Compensation**

- **Nonexempt**: Employees are in a position classified as nonexempt under the Fair Labor Standards Act (FLSA). Employees must receive overtime compensation or compensatory time off at the rate of 1½ times the hourly wage rate for hours worked in excess of 40 in one workweek. Nonexempt employees may be paid either on an hourly or salary basis.

- **Exempt:** Employees classified as exempt from the overtime provisions of the FLSA. These employees are not entitled to overtime pay or compensatory time off.

All appointments of City employees shall be made by the Mayor or designee.

Employment at the City of Marysville is on an “at-will” basis. The statements of policy contained in these rules are not a contract nor are they to be interpreted as a promise of employment. Subject to any applicable labor contract, civil service rules, or federal, state, or local laws, employment may be discontinued at any time by the City or by the employee, with or without cause.

### **3.5 ORIENTATION PERIOD**

Most newly-hired employees and former City employees serve an orientation period for six months. These employees should receive performance evaluations at the end of three working months and again toward the end of the six-month period. Employees’ department directors will recommend to the CAO that employees have successfully completed the orientation period, recommend an extension of the orientation period, or recommend dismissal; the orientation period may be extended for one additional six-month period.

Employees who are promoted or transferred to another position serve an orientation period of four months and may be demoted at any time during the orientation period without appeal. In this case, employees may be returned to the position from which they were promoted or transferred, even though this may necessitate the layoff of another employee occupying this position.

Commissioned employees of the Police Department serve a probationary period at time of hire and when promoted as specified in the Civil Service Rules.

Employees will be notified when they have successfully completed their orientation periods and become regular status employees, provided that successful completion of an orientation period does not modify an employee’s at-will status.

### **3.6 TRANSFER**

The CAO may transfer employees to other positions, upon recommendation of department directors or employees’ requests, to meet the needs of the City. Employees may not transfer to positions for which they do not possess the qualifications to perform the essential functions of the job, with or without reasonable accommodations. Transfers shall not be used to circumvent policies regarding promotions, demotions, or terminations.

See the *Orientation Period* policy regarding the orientation period following transfers and the potential for employees to return to their former positions. See *Pay Plan* policy for transfer compensation practices.

### **3.7 PROMOTION**

Employees may be promoted into vacant positions when there is a significant change in job duties and/or an increase in job responsibilities. Promotions will not be made to circumvent compensation policies and practices or solely to increase an employee's compensation.

Vacancies in positions above entry level shall be filled by a promotion whenever, in the judgment of the CAO, it is in the best interests of the City to do so. Promotions may be made on a competitive basis, and appropriate consideration given to the applicant's qualifications, record of performance, seniority, and employment tenure. . External applicants may be sought if the CAO finds that the number of persons qualified for the position internally is insufficient.

See the *Orientation Period* policy regarding the orientation period following promotions and the potential for employees to return to their former positions. See *Pay Plan* policy for promotion compensation practices.

### **3.8 RECLASSIFICATION**

Positions may be considered for reclassification to a different job class when the job duties or responsibilities have significantly changed. Reclassifications will not be made to circumvent compensation policies and practices or solely to increase an employee's compensation.

Department directors submit written requests for job analyses to the Human Resources Director who performs a job analysis and submits his or her recommendation to the CAO. Upon approval by the CAO, the recommendation is sent to the City Council for its consideration and action. Reclassification of civil service personnel shall first be approved by the Civil Service Commission.

See *Pay Plan* policy for reclassification compensation practices.

### **3.9 DEMOTION**

The Chief Administrative Officer may demote employees when they have been promoted or hired into -a position for which the responsibilities are beyond employees' capabilities. Demotions shall occur only after a thorough evaluation by department directors and the CAO and after adequate written warning. Employees shall not be demoted to a position for which they do not possess the qualifications to perform the essential functions of the job, with or without reasonable accommodations.

Demotions may be authorized by the CAO for an employee who requests it or to prevent a layoff. Demotions to prevent layoffs may be reversed when employees' previous positions are reinstated or reopened.

### **3.10 DISCIPLINE**

Violations of City policies are taken seriously; employees who violate policies or procedures stated in this handbook, in civil service rules, and collective bargaining agreements, as applicable, are subject to disciplinary action. Disciplinary action may also be taken for unsatisfactory performance. The principles of progressive discipline are generally applicable; however, the City reserves the right to take whatever action it deems appropriate, which may include immediate termination. The degree of discipline administered generally depends on the severity of the infraction or performance issue and will comply with applicable labor contracts, civil service rules, and federal, state, or local laws.

The following are some examples of conduct that may lead to discipline or discharge. This list is not all-inclusive; other behavior may also be grounds for discipline or discharge.

- Failure or refusal to perform the essential functions of the position assigned, with or without reasonable accommodations.
- Insubordination, generally defined as disrespectful conduct toward a supervisor or failure to follow a supervisor's instructions. This may include other misconduct, such as making threats, using coercion or physical violence or abusive language, or making malicious statements.
- Refusal to work overtime or standby, as determined by the supervisor.
- Inability of employees in supervisory positions to effectively plan, organize, and direct the work of subordinate employees.
- Inability of employees in executive positions requiring initiative and independent judgment to perform effectively, except under excessive supervision by the CAO.
- Habitual failure to maintain a satisfactory working relationship with other employees or the public.
- Theft, fraud, or sabotage against another employee, customer, or the City.
- Theft, destruction, or gross negligence that results in damage or loss to City equipment, time, or property.
- Unauthorized use of City equipment and/or supplies.
- Deliberate or repeated discourtesy to the public.
- Conviction of a felony or any misdemeanor which relates to the employee's scope of duties. An employee may be placed on suspension by the CAO pending outcome of a criminal charge if circumstances warrant.
- Any act or conduct detrimental to the good of the City or its services and any other offense against the public interest.

The City is an at-will employer. Employees have the right to leave employment at any time, and the City has the right to terminate employment at any time, with or without cause, subject to applicable labor contract, civil service rules, or federal, state or local laws.

### **3.11 PRE-DISCIPLINARY HEARING**

The CAO may provide and arrange for a pre-disciplinary hearing prior to demotion, suspension, or discharge of employees. [The CAO will provide and arrange for a pre-disciplinary hearing prior to demotion, suspension, or discharge of employees who are members of the civil service or who are covered by a collective bargaining agreement. To the extent the procedures set forth in the civil service rules or a collective bargaining agreement conflict with those set forth in this section, the civil service rules or collective bargaining agreement will take precedence over this section.](#) The following rules shall govern the conduct of such hearings.

- If a pre-disciplinary hearing is scheduled, the CAO shall provide the employee with written notice of the cause for discipline and a summary of the City's evidence relating to the same. This notice shall advise the employee of his or her right to a pre-disciplinary hearing. In extraordinary circumstances, the CAO may suspend an employee, with pay, pending the scheduling of such a hearing.
- At the employee's reasonable request, he or she may have legal counsel or union representation at the pre-disciplinary hearing. This hearing shall be held before the Mayor or designee. The hearing shall be informal. The employee or his or her representative shall be given an opportunity to respond to all charges, orally or in writing.
- The City's explanation of the evidence at the pre-disciplinary hearing shall be sufficient to inform the employee of the basis for the proposed action. This rule, however, shall not limit the City at a subsequent hearing from presenting more detailed and complete evidence, including presentation of witnesses and documents not available at the pre-disciplinary hearing.
- After the pre-disciplinary hearing, if the Mayor determines that discipline is appropriate, written notice of it shall be given to the employee. Such notice shall include the charge against the employee and a general statement of the evidence supporting the charges.

### **3.12 SUSPENSION**

The Chief Administrative Officer may suspend employees from their positions without pay at any time with or without cause. Suspensions shall not be for a period longer than 30 calendar days. Employees do not accrue seniority, paid leave, or other employee benefits during the suspension period. Suspensions of exempt employees must be in full week increments, except that suspensions for violations of major safety rules may be in one-day increments.

The CAO shall provide employees with written notice of facts supporting their suspensions. This notice will become part of an employee's personnel file.

[Suspension of an employee covered by a collective bargaining agreement will follow the procedures set forth in the collective bargaining agreement.](#)

### **3.13 DISCHARGE**

The Chief Administrative Officer may discharge any employee with or without just cause, subject to applicable labor contracts, civil service rules, and federal, state and local laws.

### **3.14 LAYOFF**

Layoffs may result from lack of work or budgetary restrictions, among other reasons. Employees to be laid off shall be given 14 days notice, except in cases of emergency, before layoffs occur. Regular employees shall not be laid off while another person in the same classification is employed on a temporary or casual basis or is still in an orientation period in a position for which regular employees are qualified.

### **3.15 RESIGNATION**

The City's at-will employment relationship does not require advance notice of resignations or terminations; however, employees are encouraged to submit written resignations to their department directors at least two weeks prior to the effective date of resignation.

Department directors shall send resignation notifications to the CAO as soon as possible. Failure to provide the requested notice may result in forfeiture of accrued vacation leave; however, department directors may waive the two week notice requirement.

### **3.16 RETIREMENT**

All regular full- and part-time City employees belong to a Washington State-sponsored retirement plan. Some employees working in temporary or casual positions may belong to a Washington State-sponsored retirement plan; the State establishes eligibility rules and plan requirements. Employees and the City both contribute a percentage of employees' wages into the retirement system plans monthly.

## **Section 4. COMPENSATION**

### **4.1 CLASSIFICATION PLAN**

In the City's job classification system, all positions are assigned to a "class" with other positions requiring a similar level of knowledge, skills, abilities, responsibilities, and accountability. The City has analyzed and evaluated the duties and responsibilities of all job positions, and a job classification plan has been adopted by the City Council. The Human Resources Director shall periodically review the classification plan and make recommendations for change to the CAO who, upon approval, will submit the plan to the City Council for its approval. The City Council makes final decisions about placement of positions within the classification plan.

### **4.2 PAY PLAN**

As part of the classification program, a compensation plan has been established which includes all -salaried positions. Each job class is assigned to a salary range, which after job analysis and market considerations reflects appropriate compensation for those positions. The plan consists of salary ranges with set salary steps based on job tenure, which are separated by a fixed percentage.

Typically, salaries for newly hired or promoted employees will be set at the bottom step in the salary range for their positions, except that the appointing authority may set salaries for employees hired with special experience or qualifications, or under special circumstances, at any step within the salary range for their position.

Employees are eligible to advance from one salary step to the next per their job tenure. Step increases may be denied, however, upon the recommendation of department directors and approval of the CAO, provided that employees receive advance written notice outlining the reasons. Employees are eligible for merit increases to the top step of salary ranges after one additional year of service at the recommendation of their department directors. Merit increases shall not be automatic.

Non-represented employees may be eligible for an annual performance award for exceptional performance on a major project, assignment or accomplishment. The amount of the award will be reviewed annually during the budget process and may vary based on the availability of funds, market data and trends. The performance award will be given at the end of the year and will not be added to base pay.

The salary ranges for department director positions have base and maximum salaries--there are no fixed wage steps—and each department director's salary is set within the applicable range. Salary increases for department directors shall range from 0% - 6%, based on their abilities to meet projected goals, performance standards, and overall department operations.

All employees shall be assigned to the salary range for their job classifications. Employees promoted or reclassified to new positions having higher pay ranges shall receive a salary increase of at least 2.5% or the lowest step in the new position classification, whichever is greater, except as otherwise approved by the CAO in extraordinary circumstances. Employees reclassified to new positions having lower pay ranges shall have their new compensation set within the pay range of the new position.

Employees assigned, in writing, to work in a temporary capacity in a higher classification shall receive appropriate compensation as determined by the CAO.

Employees assigned to perform additional responsibilities outside of their regular work schedule or responsible for performing mission critical emergency support may receive appropriate compensation as determined by the CAO. Any compensation may be amended or rescinded -at any time at the discretion of the CAO.

Employees shall not receive any additional compensation or fringe benefits due to employment tenure with the City except as specifically provided in these policies or in the duly-adopted pay plan of the City.

The City Council allocates funds in the annual budget for employee compensation, and all compensation actions must comply with the budget.

### **4.3 OVERTIME COMPENSATION**

The federal Fair Labor Standards Act mandates compensation for overtime work for nonexempt employees. Nonexempt employees must receive either overtime pay or compensatory time off at a rate of 1 ½ -times their regular rate of pay for time worked in excess of 40 hours per workweek, unless otherwise granted more expansive compensation for overtime in a collective bargaining agreement. The City may not compel use of compensatory time off in lieu of monetary compensation for overtime worked.

Before overtime is worked, employees must have verbal approval from their department directors or designee. Approved vacation leave, compensatory time off, and holidays are counted as time worked for the purposes of computing overtime worked. All other absences, including sick leave, are not counted as time worked for the purposes of computing overtime, except as approved by the CAO in extraordinary circumstances.

### **4.4 COMPENSATORY TIME**

Nonexempt employees may request compensatory time off at the rate of 1½ times the actual time worked as overtime hours, in lieu of monetary compensation. Compensatory time will not accrue until a minimum of one-half hour has been earned.



Employees' supervisors have the discretion to approve use of compensatory time off. Compensatory time off shall be scheduled as soon as possible after accrual to meet the needs of employees and the City. Compensatory time off may be used to extend vacation periods or on its own; in either case, it may be used for up to four days or four shifts at one time. The City reserves the right to compel use of accrued compensatory time.

Accrued compensatory time shall not exceed 80 hours in a calendar year; no more than 40 hours of compensatory time shall be carried over into the next calendar year. All amounts in excess of 80 hours will be paid out as overtime as they occur. All hours over the 40-hour limit on December 31<sup>st</sup> will be paid out on the last pay check for December.

Exempt employees are not eligible for compensatory time off.

## **4.5 PAYROLL DEDUCTIONS**

Some regular deductions from employees' earnings are required by law; other deductions are voluntary and must be specifically authorized by employees. The City will withhold from employees' paychecks those deductions required or permitted by law and voluntary deductions authorized by employees, an applicable union contract, or statute. Voluntary deductions must be requested in writing by employees to the Human Resources office.

## **4.6 EXEMPT EMPLOYEES**

Federal and state regulations require exempt employees to be paid on a salary basis. Exempt employees are not eligible for overtime; they are expected to work as many hours as required to perform the duties of the position.

Generally after accrued paid leave is used, exempt employees' salaries may be reduced only for full day absences for personal reasons, illness, or injury. Deductions for unpaid family and medical leave (per the Family and Medical Leave Act), however, may be made in partial-day increments. Also, exempt employees may be paid for partial workweeks in the first and last weeks of their employment with the City.

Exempt employees continue to receive their full salary during workweeks that they are on jury duty, serving as a court witness, or on temporary military leave, beyond that which is expressly provided for in these policies, as long as they work during part of every workweek. Employees do not need to be at the work site to perform work; responding to phone or email messages is considered work (provided that remote work must generally be approved in advance by an employee's supervisor).

Unpaid disciplinary suspensions for exempt employees must be in increments of a week, except for violations of safety rules of major significance, which may be in one day increments.

The City complies with the salary basis requirements of the Fair Labor Standards Act (FLSA) and does not make improper deductions from the salaries of exempt employees. Exempt employees are those employed in a bona fide executive, administrative, or professional capacity and who are exempt from the FLSA's overtime pay requirements. Circumstances when partial or full day deductions may be made include the initial or terminal week of employment; unpaid leave under the Family and Medical Leave Act or; for penalties imposed in good faith for infraction of safety rules of major significance.

Exempt employees who believe that an improper deduction has been made to their salary, should immediately report this information to the Human Resources Department. Reports of improper deductions will be promptly investigated and, if it is determined that an improper deduction has occurred, prompt reimbursed for any improper deduction will be made.

## **Section 5. HOURS OF WORK**

### **5.1 WORKWEEK AND TIMESHEETS**

The typical workweek for City employees is 8:00 a.m.-5:00 p.m., Monday through Friday, with a one hour meal period during which employees are completely relieved of all duties; this is a 40-hour workweek. The typical full week is Monday through Sunday. Due to the nature of their work and the needs of the City, some departments may have different schedules or workweeks, as determined by the CAO. Normal workweeks may be modified by the CAO in response to budget requirements or emergency conditions. The City will consider requests for alternative work schedules on an individual basis.

Employees shall not begin work before their normal starting time or work after their normal ending time without the prior approval of their supervisor, nor shall they work overtime hours without verbal approval from their department directors or designees.

Overtime compensation begins when an employee works in excess of 40 hours in one workweek. Approved vacation leave, compensatory time off, and holidays are counted as time worked for the purposes of computing overtime. All other absences, including sick leave, are not counted as time worked for the purposes of computing overtime, except as approved by the CAO for extraordinary circumstances.

Official payroll records, including timesheets, are kept by the Finance Department. Employees must accurately report all hours worked and leaves taken on specified payroll forms. Falsifying payroll records, such as underreporting of leave time or over reporting of working time, is prohibited; failure to accurately complete payroll forms is grounds for disciplinary action.

Department directors shall turn in signed timesheets for all employees within their departments, recording hours worked, leaves taken, and overtime hours worked for each payroll period. Earned or accrued compensatory time shall be documented on City forms, including the date, number of hours, and the activity for which compensatory time is being claimed. The Mayor or designee shall sign timesheets for department directors.

### **5.2 ATTENDANCE AND PUNCTUALITY**

Attendance is essential to the performance of an employee's job. Absences lower production levels, decrease efficiency, and may reduce the quality of customer service. Employees are expected to report for work at their scheduled times and be ready to work.

Employees must receive prior approval from their supervisors to take all leaves authorized in these personnel policies. When employees know they will be late to or absent from work for an unscheduled leave, they must contact their supervisors prior to the start of their shift to enable supervisors to make necessary arrangements to continue employees' functions during their

absences. Failure to report to work on time and to work the full hours scheduled costs the City money in decreased productivity and potentially increased staffing. Failing to notify supervisors in a timely manner regarding an unscheduled absence, or arriving late and leaving early at any point in the work shift, are considered unauthorized absences and may result in disciplinary action.

### **5.3 REST BREAKS AND MEAL PERIODS**

Non-exempt City employees are entitled to a 15-minute break on the employer's time for every four hours worked. Office personnel should take their breaks in designated areas. Field employees should take their breaks on the job site or station premises. With the approval of department directors, work breaks may be taken in places other than designated areas. Misuse of work breaks may be cause for disciplinary action.

Employees working more than five hours in a day must take an unpaid meal period of at least 30 minutes, which shall be scheduled by department directors. Meal period times may vary depending upon department workload, but they must occur not less than two hours nor more than five hours from the beginning of the employee's shift. Meal periods shall be on the employer's time when the employee is required by the employer to remain on duty on the premises or at a prescribed work station site in the interest of the employer.

Additionally, for one year following childbirth, non-exempt employees who are nursing mothers are entitled to unpaid breaks during the workday for the purpose of expressing breast milk. These breaks will be paid to the extent they run concurrently with the above-referenced daily breaks. The City will provide a suitable, private location for nursing breaks. An employee who needs nursing breaks may confer with her supervisor or Human Resources to make appropriate arrangements for those breaks.

### **5.4 INCLEMENT WEATHER**

During inclement weather, the CAO will decide whether or not to close City offices/workplaces. If the ~~offices are~~ workplace is open but ~~an~~ employees are ~~is~~ unable to travel to the ~~office~~ workplace, they must contact their supervisors. ~~For a Nonexempt employees, an absence due to inclement weather will be treated as vacation time or unpaid time off, at employees' discretion, regardless of whether the offices are open or will be paid normal wages if the workplace is closed due to inclement weather, unless if they are able to work at a remote location, as approved by their supervisors, they will do so.~~

### **5.5 ALTERNATIVE WORK SCHEDULE**

Regular full-time employees are eligible to apply for alternative work schedules. Alternative work schedules may be approved if they will not materially interfere with the City's regular business operations and will not compromise the City's existing service to citizens.

Department directors and the Human Resources Director will recommend action on employees' requests, and the CAO has the sole discretion to approve alternative work schedules based on objective review of the individual circumstances and the demands of the position and needs of the department and City. Employees who have documented performance problems or employees in their orientation periods may be denied their request for an alternative work schedule based on individual circumstances.

Approved alternative work schedules will be implemented for a trial period not to exceed six months. After three months working an alternative work schedule, the department director and Human Resources Director will reevaluate the situation and recommend its continuance or discontinuance to the CAO. Alternative work schedules can be discontinued at any time, with or without cause.

There are a variety of possible alternative work schedules. Three of the most common are the following:

- 4/40: Employees work four days per week for ten hours per day. Any change in day off must be preapproved and will be a change in employees' regular work schedules.
- 9/80: Employees work 80 hours over a two week period of nine working days. For example: Employees work four days of nine hours per day and one day of eight hours the first week, and the second week, they work four days of nine hours per day. This results in one extra (in addition to regular nonworking days, such as weekends) day off every two weeks.
- Flexible hours: Core hours, those hours that must be part of a regular work schedule, are established, and employees have flexibility to alter the start and end of their regular workday. For example, for an 8-hour day (plus a 1-hour lunch break), if core hours are set at 10 a.m.-4 p.m., the employee could work from 7 a.m.-4 p.m., 9 a.m.-6 p.m., or a similar schedule.

Alternative work schedules must be predesignated and are not flexible. Employees' workweeks, as defined by the Fair Labor Standards Act, are a fixed and regular recurring period of 168 hours—seven consecutive 24-hour periods. The workweek can begin on any day of the week and at any hour of the day. Once the beginning time of a workweek is established, however, it must remain fixed regardless of the schedule of hours worked by employees. The beginning of the workweek may be changed if changes are intended to be permanent and are not designed to evade overtime requirements of the FLSA.

Changes in alternative work schedules must be preapproved by department directors, Human Resources Director, and CAO and will be a change in employees' regular work schedules.

During weeks in which paid holiday leave occurs, employees on alternative work schedules have two choices. They may either revert to a regular 5 days/40 hours schedule (employees working a 9 days/80 hours schedule will need to revert for two weeks) or they may use accrued

vacation or compensatory leave time to make up any difference in the number of regularly scheduled work hours since a holiday is always considered to be eight hours.

Sick leave and vacation leave will continue to accrue at the regular rate. When employees use a full workday of sick or vacation leave, the time charged will be equivalent to the number of hours they were scheduled to work that day. This accounts for actual time absent for regularly scheduled work hours.

Rest breaks and meal periods must be taken per the *City's Rest Breaks and Meal Periods* policy.

Employees interested in applying for an alternative work schedule should contact the Human Resources office to obtain the appropriate form.

## **Section 6. EVALUATION, TRAINING, AND DEVELOPMENT**

### **6.1 EMPLOYEE DEVELOPMENT**

The City of Marysville encourages professional development of employees to their fullest potential. The CAO or designee and department directors will establish in-service training programs designed to improve the effectiveness and knowledge of employees in performing their assigned duties. They shall establish training expenditures, maintain records of achievement, and evaluate methods and results of all department-sponsored training.

City-sponsored training required to increase the knowledge, skills, and abilities of employees to perform their jobs shall be arranged during regularly-scheduled work hours whenever possible. Department directors may change employees' regular working hours to accommodate or require attendance at training activities during off-duty hours.

### **6.2 PERFORMANCE EVALUATION**

The employee performance evaluation program is designed to provide supervisors and employees an annual opportunity to sit down and discuss employees' accomplishments and positive contributions, as well as identify things they would like to improve, change, or learn. The employee performance evaluation form is both a progress report and statement of mutually agreed-upon goals and action plan to attain the goals; this becomes part of employees' personnel files.

The purpose of performance evaluation is for supervisors and employees to focus on job performance, not the personality of the individual. Supervisors should be aware of employees' job performance throughout the evaluation period and discuss and address performance issues as they arise. Supervisors should not save these concerns to "unload" on employees during the evaluation session.

Supervisors and employees will thoroughly discuss each job evaluation element; employees will provide their input first, followed by the supervisors' input, and discussion between them should be specific and realistic. Mutually agreed-upon goal statements, aimed to enhance the effectiveness and efficiency of the work being performed, is required as part of the performance evaluation. Supervisors complete evaluation forms, both parties sign the document, employees' receive copies of it, and it becomes part of employees' personnel files.

A performance develop plan needs to be completed if the overall rating for any job evaluation element is Below Expectations or Unsatisfactory. The purpose of the plan is to address the most significant areas the employee needs to improve performance or knowledge.

Performance evaluations are not scored, and there is no pass or fail mark. Performance evaluations, however, will be considered in promotions, transfers, merit raises, disciplinary actions, and other personnel actions.

Evaluation sessions should occur in January, or annually in the employee's anniversary month, as determined by department directors. Newly-hired employees should receive a three-month evaluation as well as a six-month evaluation. Employees who transfer to another position or are promoted receive a four-month evaluation.

### **6.3 TUITION REIMBURSEMENT**

The City of Marysville recognizes that additional training and education will improve employees' knowledge and skills, which maintains and improves the quality of service to the public. The tuition reimbursement program provides financial assistance for eligible City employees seeking job-related education and training through a regionally accredited education institution, including colleges, universities, and vocational training institutions.

Regular full- and part-time employees who have completed their orientation periods may be eligible for tuition reimbursement. During the annual budget process, the City will determine the level of tuition reimbursement for college level coursework. Tuition payments will be made only with funds budgeted for such purpose by departments. If there are insufficient funds to fund all requests, applications for reimbursement will be considered based on the needs of the City. All tuition reimbursement requests must be preapproved by department directors and the CAO; situations with extenuating circumstances may be approved by the CAO on a case-by-case basis.

Employees seeking tuition reimbursement must apply to department directors at least 60 days before the funds are needed. Employees are responsible for ensuring that tuition has been properly paid to the educational institution.

Tuition reimbursement requests that meet the following criteria may be approved.

- The education or training is related employees' current positions or to a field which is within a reasonable line of professional progression for employees within the City.
- Paid time cannot be used to participate in education or training under this program, as distinct from mandatory education or training requirements.
- Payment will be made for actual tuition costs only; no City funds will be paid for books, lab fees, or other costs associated with the education or training.
- Reimbursement will be based upon actual cost as verifiable by receipt.
- Employees must not be receiving tuition reimbursement from other sources.



- Courses must be taken at times that will not interfere with the employees' regular duties and responsibilities with the City, and study assignments must be completed outside employees' working hours.
- Employee must receive a grade of "C" or better, or a grade of "passing" in a pass/fail class, within three weeks of completing the course.

Tuition reimbursement payments are loans that must be repaid to the City by employees who separate from employment with the City for any reason other than layoff or permanent disability resulting from an on-the-job injury prior to 24 months after completion of the reimbursed education or training. Employees are required to agree, in writing, to repay reimbursement payments in such circumstances, as a condition of receiving tuition reimbursement.

## **6.4 PARTICIPATION IN COMMUNITY CLUBS AND SERVICE ORGANIZATIONS**

The City of Marysville encourages employees to participate in activities of Marysville civic and service organizations. Employees are encouraged to seek membership in organizations where membership will promote the City of Marysville's interests, provide benefit to the community or enhance the City's image and effectiveness in the community.

The Chief Administrative Officer (CAO) and/or Mayor may identify certain organizations in which it is in the interest of the City to be represented. The CAO/Mayor may designate the employees that will be sponsored for membership. In no case shall the City sponsor more than four employees per organization.

Factors normally considered when selecting organizations and employees include: the nature and purpose of the club or organization; the potential benefit to the City of Marysville, including the enhancement of the employee's leadership skills; the cost of membership; and the extent to which the City is already represented in the organization.

The Mayor, CAO, Directors and Police Commanders are eligible for sponsorship under this policy unless otherwise determined by the Mayor or CAO. Changes to civic and service organization sponsorship can be made at any time by the Mayor or CAO. An initial sponsorship does not guarantee continued City sponsorship. An employee must be a member in good standing to be reimbursed for membership.

Employees who are sponsored for membership are eligible for reimbursement of the civic or service organization dues through the reimbursable expense process.

- Associated costs of membership, including mileage, expenses and time incurred by an employee as a result of their membership such as, committee participation, appointed/volunteer/elected position duties and participation, or time and expenses

incurred as a result of attendance at related meetings such as regional, state, or national conventions, will not be reimbursed or authorized for payment by the City.

- Any meal expense considered an integral and mandatory portion of the membership may be reimbursed and may be considered a benefit subject to taxation and payroll deduction.
- Depending upon budget, no more than \$2,500 will be paid to a single organization for organization dues.

Employees sponsored for membership act as representatives of the City of Marysville and are prohibited from exerting influence on other employees or officers to provide financial contributions or other support to the civic or service organization; using the civic or service organization as a forum for lobbying in support of or opposition to political or legislative actions; and using the civic or service organization as a forum for promoting endeavors in which the officer or employee may have a direct or indirect financial interest or may acquire a personal benefit or gain.

## **Section 7. HEALTH AND WELFARE BENEFITS**

### **7.1 OVERVIEW OF HEALTH AND WELFARE BENEFITS**

The City of Marysville offers various health and welfare benefits for its regular full- and part-time employees. Many benefits are prorated for part-time employees. There may be other benefits provided that are required by state or federal statute, including workers' compensation and unemployment compensation, which are not described below; these benefits may be provided to temporary employees as well as regular employees. Contact the Human Resources staff for information about these benefits.

Benefits available to eligible employees may include health insurance, retirement plan, deferred compensation, employee assistance program, flexible spending accounts, HRA VEBA accounts and optional employee-paid supplemental insurance. Many of these benefits are provided at the City's discretion, and the City reserves the right to make changes to or discontinue them at any time. Detailed plan documents describing these benefits are distributed to employees at orientation, when plans change, in response to employees' questions, and as otherwise required by law.

Employees are responsible for notifying the Human Resources office of status changes that might affect their eligibility for benefits, or that of their spouse, domestic partner, or dependents, including births, adoptions, marriages, legal separations, divorces, and dependents' 26<sup>th</sup> birthdays.

Some insurance and retirement plans require employees to designate a beneficiary(ies) for employees' death benefits. This designation must be made in writing in a form acceptable to the insurance company or retirement plan. Employees are responsible for maintaining the proper beneficiary designation and notifying, in writing, the Human Resources office of any changes in status affecting eligibility or designations.

Following is a summary of some of these health and welfare benefits. This is only an overview of the plans; contact the Human Resources staff for detailed information. Official benefits plans' documents take precedence over all other sources of information, written or verbal.

#### **Health Insurance**

**Health coverage is administered in accordance with the Employer Shared Responsibility provisions of the Patient Protection and Affordable Care Act, as amended (PPACA). The benefits, terms, and conditions of the health benefit plan, including costs owed by eligible employees, are explained in a separate plan document (the "Plan") or in applicable collective bargaining agreements. If there are conflicts between this policy, the Plan, and any collective bargaining agreements, the document satisfying the minimum protections of the PPACA shall apply.**

A choice of health insurance plans may be offered; typically, health insurance includes medical, dental, and vision coverage. There may be an annual open enrollment period when a different health insurance plan may be selected or a spouse, domestic partner, or dependents may be added to employees' health insurance coverage. If an employee's spouse and/or dependents have medical insurance coverage through another employer's insurance plan, the employee may be eligible for the City's dual coverage medical insurance incentive program.

### **Definitions and Classifications**

Full-time. At time of hire or change in job classification, employee is reasonable expected to work an average of 30 or more hours per week. Full-time employees are eligible for health coverage and will be enrolled in health coverage as specified in the Plan.

Part-time. At time of hire or change in job classification, employee is reasonable expected to work less than 30 hours per week. Part-time employees are subject to monthly and annual hours' limitations and are generally not eligible for health coverage, unless otherwise specified under the terms of the Plan or applicable collective bargaining agreement.

Variable-hour. At time of hire or change in job classification, the City cannot determine whether employee will or will not average 30 or more hours per week. Variable-hour employees are subject to monthly and annual hours limitations and are generally not eligible for health coverage, unless otherwise specified under the terms of the Plan or applicable collective bargaining agreement.

Seasonal. At time of hire or change in job classification, employee is hired or re-hired into a position for which the customary annual employment is approximately six months or less, beginning in approximately the same season of each calendar year. Seasonal employees are subject to a mandatory annual break in service of six continuous months and are not eligible for health coverage, unless otherwise specified under the terms of the Plan or applicable collective bargaining agreement.

Dependents. Children of qualified full-time employees, up to age 26, are eligible for health coverage. Includes biological and adopted children but excludes spouses, domestic partners, stepchildren and foster children.

Volunteers. Individuals who provide services to the City on a voluntary basis are not employees and are not eligible for health coverage.

## Work Hours Limitations

*For certain employee classifications, the City restricts the maximum annual and/or monthly hours of work.*

Full-time employees:

- Are not subject to an annual or monthly work hour's limitation.
- May work 30 or more hours per week, without limit, unless otherwise limited by the City Personnel Rules or applicable collective bargaining agreement.
- Are not subject to initial or standard measurement, administrative, or stability periods (discussed below).

Part-time employees:

- Are subject to an annual work hour's limitation and may not exceed **1500 hours** annually.
- May not exceed **125 hours** in any single calendar month.
- Are subject to initial and standard measurement, administrative, or stability periods (discussed below) and are generally not eligible for health coverage, unless otherwise specified under the terms of the Plan or applicable collective bargaining agreement.

Variable-hour employees:

- Are subject to an annual hour's limitation and may not exceed **1500 hours** annually.
- Hours may vary from week to week but not exceed **125 hours** in any single calendar month.
- Are subject to initial and standard measurement, administrative, or stability periods (discussed below) and are generally not eligible for health coverage, unless otherwise specified under the terms of the Plan or applicable collective bargaining agreement.

Seasonal employees:

- Work 30 or more hours per week, without limit, unless otherwise limited by the City's overtime policy, job description or the terms of any applicable collective bargaining agreement.
- Annual employment is six months or less with a break in service of six continuous months before eligible for re-hire. Employment typically begins at approximately the same time each year.
- Are subject to initial and standard measurement, administrative, and stability periods (discussed below) and are generally not eligible for health coverage, unless otherwise specified under the terms of the Plan or applicable collective bargaining agreement.

## Measurement and Administrative Periods – Initial Periods

The City uses a 12-month initial measurement period to measure the hours of new part-time, variable-hour, and seasonal employees.

The City uses an initial administrative period of not longer than two months, divided in two phases. The first phase begins on the date of hire of a new part-time, variable-hour, or seasonal employee and continues until the last day of that calendar month. The second phase begins at the end of the 12-month initial measurement period and lasts for one full calendar month. The purpose of the first phase of the initial administrative period is to reduce administrative complexity by consolidating all new part-time, variable-hour, and seasonal employees hired during a month into the same initial measurement and stability periods. The purpose of the second phase of the initial administrative period is to allow the City to calculate the hours worked by employees during the initial measurement period and to enroll eligible employees in health coverage.

The City uses a 12-month initial stability period for purposes of providing or excluding health coverage to new part-time, variable-hour, and seasonal employees. If an employee works an average of 30 hours or more per week during an initial measurement period, the employee will be deemed a full-time employee and will be eligible for health coverage during the initial stability period, regardless of the hours worked during the initial stability period, so long as the employee remains employed by the City.

Initial Administrative Period (Phase 1) Begins on date of hire, continues until end of month.

Initial Measurement Period Begins on first day of first full calendar month following date of hire and continue for 12 months.

Initial Administrative Period (Phase 2) Begins on first day of the first full calendar month following Initial Measurement Period and lasts for the entire month.

Initial Stability Period Begins on first day of first full calendar month following Phase 2 of Initial Administrative Period and continues for 12 months.

To determine the average hours worked by each employee during the 12-month initial measurement period, the City will divide the employee's total hours worked during the period by 52.

The measurement, administrative, and stability periods discussed above are in accordance with the 'look-back' requirements of the PPACA. In addition, pursuant to the City's policy, and apart from the requirements of the PPACA, part-time employees working 20 or more hours per week, but less than 30 hours per week, may also be eligible for health coverage. For purposes of administrative record-keeping, such part-time employees will continue to have their hours measured pursuant to the City's initial and standard measurement periods, but will remain eligible for health coverage at all times during their employment.

## Measurement and Administrative Periods – Standard Periods

The City uses a 12-month standard measurement period to measure the hours of all ongoing part-time, variable-hour, and casual employees hired on or before the start of a standard measurement period.

The City uses a standard administrative period of 31 days. The purpose of the standard administrative period is to calculate the hours worked by employees during the preceding standard measurement period and to enroll eligible employees in health coverage during the resulting standard stability period.

The City uses a 12-month standard stability period for purposes of providing or excluding health coverage to ongoing part-time, variable hour, and seasonal employees. If an employee works an average of 30 hours or more per week during a standard measurement period, the employee will be deemed a full-time employee and will be eligible for health coverage during the resulting standard stability period, regardless of the hours worked during the standard stability period, so long as the employee remains employed by the City. If an employee works an average of less than 30 hours per week during the standard measurement period, the employee will not be deemed a full-time employee and may be eligible for employee only health coverage during the resulting standard stability period.

<u>Standard Measurement Period</u>	December 1 of (Year 1) through November 30 of (Year 2)
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<u>Standard Administrative Period</u>	December 1 through December 31 of each year.
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<u>Standard Stability Period</u>	January 1 through December 31 of each year.
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To determine the average hours worked by each employee during the 12-month standard measurement period, the City will divide the employee's total hours worked during the period by 52.

The measurement, administrative, and stability periods discussed above are in accordance with the 'look-back' requirements of the PPACA. In addition, pursuant to the City's policy, and apart from the requirements of the PPACA, part-time employees working 20 or more hours per week, but less than 30 hours per week, may also be eligible for health coverage. For purposes of administrative record-keeping, such part-time employees will continue to have their hours measured pursuant to the City's initial and standard measurement periods, but will remain eligible for health coverage at all times during their employment.

## **Measurement and Administrative Periods – Overlapping Initial and Standard Periods**

The City's standard measurement periods apply to all ongoing part-time, variable-hour, and seasonal employees hired by the City on or before the start date of a standard measurement period. New part-time, variable-hour, and seasonal employees will be measured by both the City's initial measurement period and the first standard measurement period beginning on or after each employees' date of hire.

Based on the overlapping nature of initial and standard measurement and stability periods, situations will arise where part-time, variable-hour, and seasonal employees will be subject to simultaneous initial and standard measurement, administrative, and stability periods.

If the City determines an employee is eligible for health coverage during an initial measurement period or standard measurement period, the employee must be enrolled in health coverage for the entire associated stability period. This is the case even if the employee is determined to be eligible for health coverage during the initial measurement period but determined not to be eligible for coverage during the overlapping or immediately following standard measurement period. In such a case, the City may exclude the employee from health coverage only after the end of the initial stability period. Thereafter, the employee's eligibility for health coverage would be determined in the same manner as that of other ongoing part-time, variable-hour, or seasonal employees.

In contrast, if the City determines an employee is not eligible for coverage during the initial measurement period, but is eligible for coverage based on the overlapping or immediately following standard measurement period, employee will be eligible for health coverage for the entire standard stability period (even if the standard stability period begins before the end of the initial stability period). Thereafter, the employee's eligibility for health coverage would be determined in the same manner as other part-time, variable-hour, or seasonal employees.

## **Rules Concerning Eligibility and Enrollment**

To be enrolled in health coverage under the Plan, eligible employees must comply with all applicable application requirements and deadlines. Failure to do so may result in delayed or no enrollment until the next annual enrollment period or upon a qualified change in status.

If an eligible employee's payment for the cost of health coverage is untimely, the terms of the Plan provides when coverage terminates and whether there is a grace period for payment. The City is not required to provide health coverage for the period for which the cost of health coverage is not timely paid and may terminate coverage.

Eligible employees, up to 25%, have the right to waive enrollment in the City's health coverage. The City will provide a written waiver that must be timely completed, signed, and submitted by the eligible employee desiring to waive enrollment. Unless the Plan specifies otherwise, a new



waiver must be completed annually. Otherwise eligible employees who previously waived enrollment may re-enroll annually during open enrollment.

### **Hours for Paid and Unpaid Leave ~~During~~during Measurement Periods**

Hours of service for employees during measurement periods include both actual hours of service worked and paid hours for vacation leave, sick leave, holiday leave, or other paid leave.

Periods of unpaid leave, including unpaid FMLA or military leave, are excluded from the hours calculation during any measurement period.

Administrative periods overlap with measurement and stability periods. Employees offered health coverage during a stability period must remain enrolled in coverage during a subsequent administrative period. Employees excluded from health coverage during a stability period remain excluded from coverage during a subsequent administrative period.

### **Breaks in Service**

Employees, regardless of classification, who separate their employment with the City, voluntarily or involuntarily, must have a break in service of at least 13 continuous weeks before being eligible for re-hire. Employees re-hired after a break in service of at least 13 continuous weeks will be treated as a “new” employee, without any consideration given to previous hours worked or previous measurement or stability periods that may have applied prior to separation.

Employees who are re-hired into full-time and qualifying part-time (20 hours per week or more) positions must be enrolled in health coverage no later than the first day of the month following their date of re-hire. Employees who are re-hired into variable-hour or seasonal positions are subject to the City’s initial measurement, initial administrative, and initial stability periods.

The City reserves the right to suspend this rule on a case-by-case basis.

### **Retirement Plan**

Regular full- and part-time employees participate in a Washington State-sponsored retirement plan; part-time employees receive prorated service credit based on usual hours worked. Casual and temporary employees are typically ineligible to participate in Washington State retirement plans unless they meet the eligibility requirements of the plans.

### **Deferred Compensation Plans**

The City may offer a choice of deferred compensation plans. Employees may enroll in a plan at any time during the year, and change their monthly contributions per plan regulations.

### **Employee Assistance Program**

The employee assistance program provides short-term, confidential counseling specifically designed to assist employees and their families in handling personal and work-related problems. The City's program makes seeking assistance very easy.

### **Flexible Spending Accounts**

Employees may pay for qualified dependent care and/or medical expenses with pretax dollars through flexible spending accounts. Employees forfeit any unused balance in the flexible spending account at the end of the plan year.

### **Consolidated Omnibus Budget Reconciliation Act (COBRA)**

COBRA provides certain former employees, retirees, spouses, ~~domestic partners~~, former spouses, and dependent children the right to temporary continuation of health insurance coverage at group rates. This coverage is only available when it is lost due to a qualifying event, such as reduction in working hours, termination of employment, divorce, or death. Employees, spouses, and dependents covered by the City's health insurance plans will be notified, when applicable, of the opportunity to continue their health care coverage under COBRA.

### **Other Insurance Benefits**

Employees may be able to purchase disability insurance through a vendor at group rates. They may also be able to purchase optional insurance plans such as life, accident, or cancer insurance.

Employees of the Police Department, excluding the Records Division and non-represented employees, may be eligible for employer-paid long-term disability insurance.

## **7.2 DUAL COVERAGE MEDICAL INSURANCE INCENTIVE**

The City recognizes the need for innovative cost sharing between itself and its employees for medical insurance benefits. The dual coverage medical insurance incentive program is a voluntary incentive program in which employees can remove themselves, their spouses/ domestic partners and dependents who have health insurance coverage under another employer's group policy from the City's medical insurance plan.

Under this program, the medical insurance premium that the City would have paid on the employee's behalf will be split between the City and the employee. The City benefits from a 50% cost savings. The employee receives the other 50% cost savings in his or her paycheck as taxable wages. The incentive amount is capped at employee, spouse/domestic partner and two children. When both spouses/domestic partners are regular City employees, both employees must remain on their own City plan.

Employees may chose to remove themselves and dependents from the City's medical insurance plan during open enrollment or during the plan year if there is a qualifying event such as a divorce or the person obtains other coverage. Employees are only eligible to enroll in the incentive plan once per calendar year. Employees must sign a waiver certifying that they and their removed dependents have other medical insurance coverage prior to removal from the City's insurance plan. This waiver includes acknowledgement that proof of continuous, comprehensive medical coverage is required to re-enroll in the City's medical insurance plan. Re-enrollment in the City's plan is allowed only during the annual open enrollment period, except if other medical coverage is lost during the middle of the year the employee and eligible dependents may re-enroll in the City's medical plan on the 1<sup>st</sup> day of the month following his or her loss of medical insurance coverage.

The dual insurance incentive benefit is limited to medical coverage only and only 25% of employees can remove themselves from coverage. Dental and vision coverage will remain in effect for all eligible employees and dependents.

The City of Marysville retains the right to revoke, modify, or cancel this policy at any time.

## **7.3 EMPLOYEE WELLNESS**

The City of Marysville recognizes that health of City employees directly affects their ability to provide high quality, efficient services to City residents. The employee wellness program is designed to provide information and activities to City employees and their family members to encourage health and safety in the work place. All City employees and family members who are eligible for City medical benefits may voluntarily participate in the employee wellness program.

A Wellness Committee, including employee representatives from different departments, labor unions, management, and the general employee population, oversees the wellness program and specifically performs the following duties.

- Provides enthusiastic support of the mission and goals of the Wellness program.
- Helps plan, implement and promote Wellness programs.
- Serves as a liaison between the wellness program, the Safety Committee, the Employee Recognition and Appreciation program, City departments, and employees.
- Represents the wellness-related interests, needs, and opinions of employees.
- Assists in identifying and reducing potential program barriers and strengthening support for the wellness program.
- Assists in promoting the wellness program.

The Wellness Committee will meet at least once a month during regular business hours and committee members may work on wellness activities during work hours as their normal job duties allow. Membership on the committee is voluntary and members may serve for an indefinite period of time. Members are responsible for:

1. Attending the monthly wellness coordination meetings and informing another attending member if they cannot attend a meeting.
2. Attending the Wellness Retreats. Retreats will be used to review goals/priorities and establish an events calendar.
3. Organizing and promoting annual wellness events.
4. Assisting other members in the execution of their wellness events.
5. Communicating the needs of his or her department's employees to the committee.
6. Communicating the activities of the committee to his or her department's employees.
7. Sharing ideas freely and raising any concerns or objections and offering alternative solutions when a decision is to be reached by consensus.

Participation in some wellness programs such as health screenings and the benefit fair is allowed during work hours. The Chief Administrative Officer may allow employee's additional time during work hours for wellness activities and programs provided work demands are appropriately met.

Wellness program activities may include a wide variety of health, educational, and fitness activities, such as those listed below.

- Behavior change programs, such as nutritional counseling and information, stress reduction, smoking cessation, weight management, relaxation, and self esteem.
- Motivational programs, such as interdepartmental and employee group challenges and tuition rebates for successful weight loss and smoking cessation.
- Informational and awareness programs such as flyers, paycheck stuffers, bulletin boards, brown bag lunch sessions, wellness seminars, workshops, and classes.

The wellness program is funded in the budget for the human resources programs, and all City expenditures for employee wellness activities must come from funds appropriated in the current budget. Some wellness activities may be offered to employees at the cost of the program, at a City-subsidized price, or free. Costs of certain programs may be covered by the City's medical plan, and the Wellness Committee may apply for grants provided by the Association of Washington Cities. The Committee's plan purchases and all other related accounting activities must comply with applicable City procedures for City-funded activities.

Per IRS regulations, the City is required to tax certain benefits that employees may receive from participating in wellness programs. This may include, but is not limited to gift cards, gift certificates, prizes and incentives. The dollar amount of the gift card(s) or taxable benefit received will be added as taxable income and applicable taxes will be applied in the next pay period. Small incentives such as a bottle of water, granola bar or piece of fruit are examples of items that would not be taxed.

Confidentiality is important in all health education activities. Because the Wellness Committee may offer programs about potentially sensitive issues, the transactions and interactions regarding personal and medical information that take place in the City's wellness programs will be confidential and will be respected as such. Employee participation is on a voluntary basis and will be respected.

## **Section 8. EMPLOYEE LEAVES**

Employees are not eligible to use paid leave time off until they successfully complete their initial orientation period as a new City employee, unless the CAO grants prearranged leave as a condition of their employment, or as otherwise specifically required by law or specifically allowed by City policies. [Employees may use sick leave beginning on the 90<sup>th</sup> calendar day after commencement of their employment.](#)

### **8.1 HOLIDAYS**

The following days are considered holidays for all regular full-time employees except for uniformed ranks of the Police Department. A holiday is considered eight (8) consecutive hours. Regular part-time employees receive holiday pay on a pro rata basis, based on their normal workweek schedule. Regular employees still in their orientation period receive holidays, too. Authorized holidays which occur during vacation are not charged against vacation time.

<b>HOLIDAY</b>	<b>DATE OBSERVED</b>
<i>New Year's Day</i>	January 1
<i>Martin Luther King's Birthday</i>	3 <sup>rd</sup> Monday of January
<i>President's Day</i>	3 <sup>rd</sup> Monday of February
<i>Memorial Day</i>	last Monday in May
<i>Independence Day</i>	July 4
<i>Labor Day</i>	1 <sup>st</sup> Monday in September
<i>Veteran's Day</i>	November 11
<i>Thanksgiving Day</i>	4 <sup>th</sup> Thursday in November
<i>Day after Thanksgiving</i>	day after Thanksgiving
<i>Christmas Day</i>	December 25
<i>Personal Holiday</i>	Eight hours are added to the employee's vacation <u>accrual rate</u> . Part-time employees' hours are prorated accordingly.

If a holiday falls on a Saturday, it shall be observed on the preceding Friday; if a holiday falls on a Sunday, it shall be observed on the following Monday. An employee must work the day preceding and the day following a holiday or holiday weekend to receive holiday pay, unless the employee is on authorized paid sick leave, vacation time, or compensatory time off; sick leave for said days will not be approved without certification from a bona fide medical professional that the employee was in fact sick, or without specific approval by the CAO.

Regular nonexempt employees whose regular work schedule requires them to work on a holiday shall receive wages at 1 ½ times their regular pay; temporary and casual employees shall not be entitled to holiday pay, unless otherwise approved by the CAO.

## **8.2 UNPAID HOLIDAYS FOR REASONS OF FAITH OR CONSCIENCE ~~(NEW POLICY)~~**

Employees are entitled to two unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization.

The employee may select the days on which he or she desires to take the two unpaid holidays after consultation with his or her supervisor. If an employee prefers to take the two unpaid holidays on specific days, then the employee will be allowed to take the unpaid holidays on those days unless the absence would unduly disrupt operations, impose an undue hardship, or the employee is necessary to maintain public safety.

If possible, an employee must submit written notice to their immediate supervisor as soon as they are aware of the need for the leave. The unpaid holiday shall not be considered approved unless signed by the supervisor. Requests shall consider the desires of the employee, scheduled work, anticipated peak workloads, response to unexpected emergencies, the availability of other qualified employees, and consideration of the meaning of “undue hardship”.

The two unpaid holidays must be taken during the calendar year, if at all; they do not carry over from one year to the next.

## **8.3 VACATIONS**

Non-union regular full-time employees earn vacation leave per the following accrual schedule, and non-union regular part-time employees earn vacation leave on a prorated basis; employees who have transferred or promoted to another department maintain their accrued vacation hours. Temporary and casual employees are not entitled to vacation benefits. Upon recommendation of the CAO or department directors, newly-hired employees may be granted stepped-up vacation rights ~~as if they had worked for the City for up to five years~~. Vacation leave for members of collective bargaining units is earned at rates specified within applicable collective bargaining agreements.

<b>YEARS OF EMPLOYMENT</b>	<b>ANNUAL VACATION ACCRUAL RATE (HOURS) FOR FULL-TIME EMPLOYEES</b>
1 - 2	88
3 - 5	104
6	128
7 - 8	136
9 - 10	152
11	168
12 - 13	176
14 - 15	184
16 - 17	192
18 - 19	200
20 or more	208

Employees with a perfect attendance record from January through December, which includes using up to eight hours of sick leave, will receive eight additional hours of vacation leave to be used during the next calendar year.

Vacation may not accrue when an employee is on unpaid leave.

Employees are responsible for monitoring their accrued vacation leave balance. The maximum allowable accumulation of unused vacation leave is the number of vacation leave hours which the employee would have earned over a period of two years. Vacation leave accrued as of December 31<sup>st</sup> of each year which exceeds the maximum allowed shall be forfeited, unless employees receive prior approval from the CAO to use vacation hours which would otherwise be forfeited due to excess accumulation.



Vacation leave cannot be taken until the leave hours are accrued. Vacation leave may not be taken during the first six months of City employment; employees who have transferred or been promoted may use accrued vacation leave during their orientation period.

Vacation leaves shall be scheduled considering the wishes of employees and the operating requirements of departments. Supervisors must ensure adequate staffing levels, and management reserves the right to approve scheduling of vacation leaves.

A maximum of 240 hours of the employee's accumulated vacation will be paid as severance pay upon voluntary termination or permanent reduction in force after one year of continuous service with the City, provided that the employee gives the City two weeks' written notice of resignation prior to his or her voluntary termination of employment.

## **8.4 SICK LEAVE**

Regular full-time employees accrue paid sick leave at the rate of eight hours for each month of continuous full-time service; regular part-time employees accrue paid sick leave on a prorated basis. Seasonal and temporary employees accrue paid sick leave at a rate of 1 hour for every 40 hours worked. Employees do not accrue sick leave in any calendar month during which they are on an unpaid leave of absence or suspension. Employees may accumulate carryover up to a maximum of 1,440 hours of sick leave. Newly-hired employees may use sick leave only after successfully completing their first 90 days of employment on the 90<sup>th</sup> day after commencement of their employment, unless the CAO approves its use in extraordinary circumstances.

Employees may use their accrued, unused sick leave hours for: ~~may be used for the following reasons:~~

1. An employee's mental or physical illnesses, injuries or health condition; ~~Employee's own health condition, illness, injury, or physical incapacity including disability due to pregnancy or childbirth.~~
2. Preventive care such as medical, dental or optical appointments and/or treatment;
3. Care of family member with a mental or physical illness, injury, health condition and/or preventive care;
4. Closure of the City's place of business or child's school/place of care by order of a public official for any health-related reasons;
5. Absences that qualify for leave under the domestic violence leave act (see Domestic Violence/Sexual Assault Leave section);
6. Other situations as may be approved by the CAO on a case-by-case basis.

Family member is defined as:

- A child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;

- A parent, including a biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
  - A spouse;
  - A registered domestic partner;
  - A grandparent;
  - A grandchild; or
  - A sibling.
- ~~1. Care for a child with a health condition requiring treatment or supervision or to treat the disability of an adult child.~~
  - ~~2. Provide preventive care for a child.~~
  - ~~3. Care for a spouse, domestic partner, parent, parent-in-law, or grandparent with a serious health condition, including short-term care of a pregnant spouse during or after childbirth while she is unable to attend to regular daily activities.~~
  - ~~4. Attend one's own medical or dental appointments or those of relations named above.~~
  - ~~5. Arrange for emergency care or attend to a member of the immediate family—defined as spouse, domestic partner, child, parent, grandparent, parent-in-law—and in other situations as may be approved by the CAO on a case-by-case basis.~~

Note: In accordance with the Washington Family Care Act, employees may use their choice of accrued leave (e.g., sick, vacation, compensatory time) for reasons ~~2~~3 through 6 above. Accrued sick leave will be applied unless an employee advises the City of their intent to use other available leave.

Employees must notify supervisors as soon as the need for sick leave is known. In the event it is impracticable for the employee to provide notice, another person may provide notice on the employee's behalf. Failure to do so may result in denial of sick leave pay. If an employee has exhausted their sick leave bank they may use their vacation accrual, upon supervisor approval. If the need for sick leave is foreseeable, employees must give at least 10 days' advance notice or as early as practicable, to their supervisor or Human Resources.

The City may request reasonable proof of the need for sick leave. When absences extend beyond three consecutive working days, employees may be required to submit a medical certificate by a health care professional to justify-verify the absence. The verification must be provided within a reasonable time period during or after the leave. This verification may not result in an unreasonable burden or expense on the employee and may not exceed privacy or verification requirements otherwise established by law. In the case of an extended leave, such as serious injury or illness, the City may require a return to work authorization from the employee's health care providers.

Holidays and other regular days off shall not be charged against sick leave. Sick leave can be used in minimum increments of one-half hour for nonexempt employees. Exempt employees may use sick leave in eight hour increments only; deductions from sick leave banks will not be made as long as they work part of the day.

~~Newly hired employees may use sick leave only after successfully completing their first six months of employment, unless the CAO approves its use in extraordinary circumstances.~~

If an employee is absent due to illness or injury for which he or she is receiving payment from the state's industrial insurance program, LEOFF, or other state-mandated plan, the City will pay employees the difference between their regular wages and the amount received from the state up to the amount of accrued leave in employees' sick, vacation, compensatory, or administrative leave banks.

Upon retirement, sick leave in excess of 480 hours shall be deposited into a HRA VEBA at a ratio of 32 hours sick leave to 8 hours VEBA contribution.

## **8.5 PREGNANCY DISABILITY LEAVE**

Female employees are entitled to pregnancy disability leave for the entire period of time they are incapacitated because of sickness or temporary disability due to pregnancy or childbirth. Certification by a health care provider indicating the need for a specified period of leave due to a pregnancy or childbirth-related disability is required. This leave may be paid or unpaid, depending on employees' accrued paid leave balances, such as sick or vacation leave.

Pregnancy disability leave is in addition to the 12 weeks of leave allowed annually by the Washington State Family Leave Act; however, pregnancy disability leave runs concurrently with employees' leaves entitlement under the federal Family and Medical Leave Act (FMLA). When a female employee's pregnancy disability leave ends, she is entitled to use the balance of her available leave time under the federal FMLA to care for her newborn child. Also, when a female employee's pregnancy disability leave ends, additional leave to care for her newborn child counts towards the 12 weeks of family leave allowed under the state's family leave law.

Accrued sick, vacation, compensatory, and administrative time may be used for childbirth or related circumstances. The City will continue to pay health care benefits as required by the FMLA for the initial 12 weeks of leave. If the period of leave extends beyond the 12 weeks of FMLA leave, and the employee's accrued leave banks have been exhausted, then she will be placed on leave without pay, at which time she has the option to continue her health care benefits per COBRA requirements. See the *Overview of Health and Welfare Benefits* policy.

In all cases, women requesting pregnancy disability leave must submit appropriate leave forms at least 30 calendar days before the leave is to begin, or as soon as the need for leave is known. Certification from a health care provider should be attached to the

leave request. Recertification may be requested periodically, but no more often than every 30 days in connection with an absence by the employee unless the condition will last for more than 30 days. For conditions that are certified as having a minimum duration of more than 30 days, the City will not request a recertification until the specified period has passed, except that in all cases the City may request recertification every six months in connection with an absence by the employee. The City may also request recertification in less than 30 days if the employee requests an extension of leave, the circumstances described in the previous certification have changed significantly, or if the City receives information that casts doubt upon the employee's stated reason for the absence or the continuing validity of the certification.

Additionally, the City may request a new medical certification each leave year for medical conditions that last longer than one year. Such new medical certifications are subject to second and third opinions.

## **8.6 FAMILY AND MEDICAL LEAVE**

The Family and Medical Leave Act (FMLA) grants up to 12 weeks of unpaid leave annually to eligible employees for specifically-defined family and medical reasons; eligible employees shall be entitled to up to 12 weeks of job protected leave during a rolling 12-month period measured backward from the date of any FMLA usage. Some or all of the leave time may be paid if employees have accrued leave time; employees must use ~~applicable~~ paid leave time first and take the remainder of the 12 weeks as unpaid leave.

### **Eligibility**

Employees must meet all of the following conditions to be eligible for FMLA leave.

- Employees must have worked for the City for at least 12 months, which need not have been consecutive. For eligibility purposes, employees will be considered to have been employed for an entire week even if they were on the payroll for only part of a week or on leave during part of a week.
- Employees must have worked at least 1,250 hours during the previous 12-month period. Provisions of the Fair Labor Standards Act will determine the number of hours worked. Time spent on paid or unpaid leave does not count as hours worked and will not be counted in meeting the 1,250 hours eligibility threshold.
- When both husbands and wives work for the City and are both eligible for FMLA leave, they are allowed to take a combined total of 12 weeks of leave during a 12-month period for the birth of a child, placement of an adopted or a foster child, or to care for a child or parent (but not a parent "in-law") with a serious health condition. If they use a portion of the total 12-week FMLA leave for one of these purposes, they are each entitled to the remainder of the 12-week leave for other FMLA purposes.

Active duty time counts toward determining eligibility to take time off from work under the FMLA for employees returning after military service. Employees, who are covered by the provisions of this law, will be credited with the number of hours that they would have worked if they had not been called to military duty in determining eligibility for FMLA leave. Each month served performing military service counts as a month actively employed by the employer.

### **Qualifying Leave**

FMLA leave is allowed for the following reasons:

- Birth and care of a newborn child of the employee.
- Placement with the employee of a child for adoption or foster care.
- Care for a spouse, son or daughter, or parent with a serious health condition.
- Medical leave when the employee is unable to work because of a serious health condition.
- Qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty or called to active duty status as a member of the National Guard or Reserves in support of a contingency operation.
- Attend to qualified family members in the armed forces who are undergoing medical treatment, recuperation, or therapy, or otherwise in outpatient status, for an illness or injury sustained in the line of duty that renders the family member medically unfit for duty.

The leave entitlement for the birth or placement of a child for adoption or foster care expires 12 months from the date of the birth or placement. Leave in these cases must be taken in one uninterrupted block of time from start to finish, except with prior approval of department directors and the CAO.

See *Qualifying Exigency Leave* and *Military Caregiver Leave* policies for requirements and benefits specific to these types of FMLA leave.

### **Requesting Leave**

Employees requesting leave must contact the Human Resources office to complete required forms at least 30 days before the leave is to begin, when the FMLA qualifying event is foreseeable (such as the birth of a child, placement for adoption or foster care, or planned medical treatment for a serious health condition). If leave is to begin within 30 days, employees must notify their immediate supervisors and the Human Resources office as soon as they are aware of the need for the leave. When the need for the leave is not foreseeable, they must contact their supervisors prior to the start of their shift to enable supervisors to make necessary arrangements to continue employees' functions during their absences.

Whether leaves are foreseeable or unforeseeable, medical certification must be provided within 15 calendar days from the date employees give the City notice of the need for leave. Taking FMLA leave may be denied if these requirements are not met, unless there is a reasonable excuse for the delay. The City has the right to request a second medical opinion at its expense. If the first and second opinion conflict, the City may require a third opinion which shall be final and binding.

During leaves for serious medical conditions, employees are requested to report periodically to the City regarding the status of the medical condition and their intent to return to work. The City has the right to request periodic medical re-certifications in compliance with FMLA regulations. Per FMLA regulations, the City will not ask employees' health care providers for additional information beyond that required by the certification form. Additionally, the City reserves the right to require a "fitness for duty" medical certification from health care providers before employees return to work.

### **Return to Work**

Employees eligible for FMLA leave—except those employees designated as “key” employees under this policy—can return to the same position or a position with equivalent status, pay, benefits, and other employment terms. This entitlement does not apply in certain situations, such as the following: Employee's position is eliminated in a reduction of force; employee takes another job while on FMLA leave; employee fails to provide timely notice of FMLA leave; or employee fails to return from FMLA leave on the established date.

Employees must contact the Human Resources office to complete appropriate forms before they return to work. Employees wishing to return to work prior to the planned expiration of their leaves must notify the Human Resources office at least five working days prior to their planned return.

Failing to return to work upon the planned expiration of FMLA leave may result in disciplinary action up to and including immediate termination unless an extension is granted. Employees who request an extension of FMLA leave due to the continuation, recurrence, or onset of their own serious health condition or that of their spouse, child, or parent must request an extension, in writing, to their immediate supervisors. This request should be made as soon as employees realize that they will not be able to return to work at the expiration of the leave period.

### **Benefits Coverage ~~During~~during Leave**

During FMLA leaves, employees will be retained on the City's group health insurance plan under the same conditions that applied before the leave. To continue health insurance coverage, employees must continue to make any contributions that they would be required to make to the plan if they were not on leave. Failure to pay their share of the health insurance premium may result in loss of coverage.

Employees who fail to return to work after the expiration of their leaves may be required to reimburse the City for payment of health insurance premiums during the leaves, unless the reason employees fail to return is due to the presence of a serious health condition which prevents them from performing their jobs or due to circumstances beyond their control.

### **Intermittent Leave or Reduced Work Schedule**

Employees may take leave intermittently or work reduced work schedules, when medically necessary, due to their own or a family member's illness. Since regular and predictable work hours are an essential part of employees' jobs, they are required to coordinate scheduling medical treatments with department directors or designees to limit disruption to departmental operations. The leave may not exceed a total of twelve weeks of their regular work schedule over a twelve-month period.

Employees must provide medical certification which shows that the multiple, short duration absences are a part of, or may result from, the treatment the employee or eligible family member is receiving for a serious health condition, or that the serious health condition causes intermittent periods of incapacity. Information must substantiate that intermittent leave is necessary and that the medical need for the employee or eligible family member is best accommodated through an intermittent or reduced work schedule.

Employees on continuous, intermittent, or reduced work schedules are required to exhaust their sick leave bank, for their own serious health condition.

### **Workers' Compensation Provision**

The FMLA leave period runs concurrently with workers' compensation when employees have a serious health condition resulting from an on-the-job injury that meets the criteria for FMLA leave. The City may offer "modified duty" work at its discretion and if it is available. If health care providers treating employees for workers' compensation injuries certify that employees are able to return to "modified duty" work but are unable to return to the same or equivalent jobs, employees who are taking FMLA may decline the City's offer of a "modified duty" job. If employees decline the "modified duty" job, they may lose their workers' compensation pay but would continue to stay on FMLA leave until it is exhausted. When workers' compensation benefits cease, the City requires employees to use their accrued paid leave including sick, vacation, and compensatory time.

For more information see WORKPLACE HEALTH AND SAFETY - Return to Work Procedures and Temporary Light Duty.

## **8.7 SHARED LEAVE**

Shared leave allows City employees, at no additional cost to the City other than the costs of administering the program, to come to the aid of fellow City employees who are suffering from an extraordinary or serious illness, injury, impairment, or physical or mental condition which has caused or is likely to cause them to take leave without pay or to terminate their employment. Shared leave can also be used to assist a fellow employee who is ordered to report for active military duty; this provides financial stability for a limited time to allow an employee to adjust to different income and benefit levels under military pay. Only accrued vacation leave may be donated as shared leave time.

Only full-time, regular employees are eligible to receive shared leave, upon the recommendation of their department directors and approval by the CAO. The employee must submit a written request to their Department Director or the Human Resources Director detailing the reason for the request and the approximate duration. Shared leave requests may be denied if an employee has documented high leave usage without a qualifying event.

Employees must meet the following conditions to be eligible to receive shared leave.

- The employee suffers from an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature and which has caused, or is likely to cause, the employee to go on leave without pay status or to terminate his or her employment with the City. Employees requesting shared leave for military service will be allowed to maintain 240 hours of sick leave accrual.
- The employee has abided by the City's sick leave policy in good faith.
- The use of shared leave will not significantly increase the City's costs, except for those which would otherwise be incurred in the administration of this program or which would otherwise be incurred by the employee's department.
- An immediate family member of the employee (spouse, domestic partner, child, parent, or sibling) suffers from an illness or injury which is life-threatening and which has caused or is likely to cause the employee to go on leave without pay or to terminate his or her employment with the City. Requests for shared leave to attend an immediate family member who has a life-threatening illness or injury shall be approved or disapproved at the sole discretion of the CAO on a case-by-case basis.
- An employee is ordered to report for active military duty for a significant military event during a time of national emergency. This may include an employee who is a member of the uniformed services--Washington National Guard or the Army, Navy, Air Force, Coast Guard, or Marine Corps Reserve of the United States, or of any organized reserve or armed forces of the United States--and other categories designated by the President or Governor in a time of war or military emergency. This provision does not apply to employees who voluntarily sign up for active military duty.



All donations of leave must be voluntary. To be eligible to donate shared leave, employees must have taken at least 80 hours of accrued vacation leave within the calendar year, have more than 80 hours of accrued vacation leave on the books, or have a combination of accrued and used vacation leave greater than 80 hours within the calendar year. When reviewing leave donation proposals from police employees, the Police Chief may also consider whether additional adequate time off will be provided through compensatory and/or holiday leave unique to that department.

Shared vacation leave shall be transferred on a dollar value basis. The minimum allowable transfer of vacation leave is eight hour increments. The value of the leave will be determined at the current hourly wage of the donating employee and the leave available to the receiving employee shall be calculated at the receiving employee's wage.

Employees shall not receive more than 1,040 hours of shared leave during their City employment. Shared leave hours should be used on a consecutive basis to the extent possible, unless preapproved by the CAO as intermittent leave. Shared leave use runs concurrently with FMLA-qualifying leave and other applicable leave. Donated hours that are not used within 90 days shall be returned to the donors.

The City and employees using shared leave will continue to pay their respective portions of employees' family health insurance benefits. Employees may continue payroll deductions of optional employee benefits at their discretion. Employees will not accrue vacation or sick leave while receiving shared leave; shared leave time is not counted as hours worked for any orientation period.

Employees serving in active military duty per this policy may receive donations to supplement their pay not to exceed 100% of the employee's regular wages from the City for up to one year. These employees must submit paycheck stubs to the City for determination of the correct supplemental pay and donated leave amounts.

## **8.8 BEREAVEMENT LEAVE**

Employees, including those in their orientation periods, may use up to 24 hours of paid leave due to the death of a member of their immediate family. "Immediate family" for bereavement leave is defined as a spouse, domestic partner, child, parent, sibling, grandparent, grandchild, parent-in-law, brother- or sister-in-law, son-or daughter-in-law, stepchildren, and current stepparents. The CAO may extend the bereavement leave beyond the allotted hours.

## **8.9 JURY DUTY/WITNESS LEAVE**

Employees have a civil obligation to serve on a jury if called. During jury duty or while appearing as a legally-required witness, employees will receive full pay from the City.

Employees who are excused from jury service or court appearance before the end of their workday shall immediately report their availability for assignment to their supervisor. Employees scheduled to work on shifts other than day shift shall be considered to be on day shift for the duration of jury duty.

Court payments, except those for expenses, must be paid to the City. All jury duty and witness fees other than expense payments must be paid to the City. Checks from the court cannot be endorsed and signed over to the City. Employees will need to submit a personal check or money order payable to the City of Marysville for the payment received minus expenses.

Employees will not be threatened, coerced, harassed, or denied promotional opportunities because they receive a summons, respond to a summons, serve as a juror, or attend court for prospective jury service.

## **8.10 VOTING LEAVE**

Employees whose work schedules do not provide them two consecutive hours to vote while polls are open will be granted up to two hours of paid time to vote. Employees must provide notice to the City not less than one day before the election. The City may specify the hours that the employee may vote.

## **8.11 MILITARY CAREGIVER LEAVE**

Military caregiver leave is a section of the Family and Medical Leave Act, which allows a certain amount of unpaid or applicable paid leave each year to eligible employees for family and medical reasons during any 12-month period. Military caregiver leave is applicable only to employees who are related to injured members of the armed forces. This policy addresses only those -rights, benefits, and requirements specific -to military caregiver leave. All -other rights, benefits, and requirements of the FMLA apply to military caregiver leave.

Employees are eligible for military caregiver leave when their qualified family member in the armed forces is undergoing medical treatment, recuperation, or therapy, or is otherwise in outpatient status, for an illness or injury sustained in the line of duty that renders the family member medically unfit for duty. A qualified family member includes the following people: spouse, son, daughter, parent, or nearest blood relative to the employee.

Military caregiver leave may last for up to 26 weeks during a single 12-month period. There is a 12-week limit on all other types of FMLA leaves, and the combined total of all types of FMLA leaves, including military caregiver leave, cannot exceed 26 weeks in a single year.

Employees requesting military caregiver leave must provide a medical certification from the service member's health care provider.

## **8.12 QUALIFYING EXIGENCY LEAVE**

Qualifying exigency leave is a section of the Family and Medical Leave Act, which helps families of members of the Armed Forces manage their affairs while the member is on active duty in support of a contingency operation. This policy addresses only those rights, benefits, and requirements specific to qualifying exigency leave. All other rights, benefits, and requirements of the FMLA apply to qualifying exigency leave.

Eligible employees are entitled to leave for a qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member (including those in the regular Armed Forces, the National Guard or the Reserves) who is on active duty, or has been notified of an impending call to covered active duty, and who has been or is being deployed to a foreign country. Qualifying exigencies include the following: short-notice deployment, military events and related activities, childcare and school activities, financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and additional activities not encompassed in the other categories, but agreed to by the City and employee.

## **8.13 FAMILY MILITARY LEAVE**

All employees who work an average of at least 20 hours per week are eligible for unpaid family military leave. Family military leave is available to the spouse or registered domestic partner of a member of the U.S. Armed Forces during a period when Congress has declared war, the President has declared war by executive order, or when military reserves have been called to active duty.

Employees whose spouses are being called into active duty for the armed forces or who will be, or are deployed during a period of military conflict, are entitled to up to 15 days of unpaid leave from work. Employees may choose to use accrued vacation, compensatory time, administrative leave, or personal holiday hours for family military leave. Employees may take the 15 days of leave before the deployments of military spouses or when military spouses are on leave from deployments. For each new deployment of military spouses/partners, employees may take another family military leave of up to 15 days.

Employees must notify the City of their intent to take family military leave within five business days of receiving official notice of the call or order to active duty or deployment or within five business days of official notice of military spouses' upcoming leave from deployments.

## **8.14 MILITARY LEAVE**

Washington State law provides City employees who are a members of the uniformed services-- Washington National Guard or the Army, Navy, Air Force, Coast Guard, or Marine Corps Reserve of the United States, or of any organized reserve or armed forces of the United States-- paid leave for up to 21 calendar days annually, from October 1<sup>st</sup> to September 30<sup>th</sup>, when ordered to active duty or active training duty. Employees are requested to notify their supervisors as soon as they are aware of the military obligation.

This military leave is in addition to any vacation or sick leave to which the employee might otherwise be entitled. If a military leave of absence extends beyond 21 calendar days, employees may, at their discretion, choose to use accrued vacation leave. Employees may be eligible for shared leave per the *Shared Leave* policy.

## **8.15 LEAVE UNDER UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT**

The Uniformed Services Employment and Reemployment Rights Act entitles regular City employees who take a leave of absence to serve as a member of the U.S. Armed Forces to certain reemployment, seniority, longevity, and employment benefits rights upon returning to work after their honorable discharge or completion of reserve training. Returning employees are entitled to these rights if they have given the City advance written or verbal notice of their service and if the cumulative length of the absence and of all previous absences from City employment to serve in the uniformed services does not exceed five years.

Employees returning after military service, who are covered by the provisions of this law will be credited with the hours of service that would have been performed except for the period of military service in determining eligibility for leave under the Family and Medical Leave Act. Each month performing military service counts as a month actively employed by the employer.

Both employees promoted or hired to fill a vacancy created by another employee serving in the armed forces shall hold such position subject to the return of the employee serving in the armed forces. A promoted employee affected by the return of the employee serving in the armed forces shall be restored to the position he or she had held previously, or any other equivalent position. A newly-hired employee affected by the return of the employee serving in the armed forces shall be placed in a comparable vacant position or may be laid off if there are no comparable vacant positions.

## **8.16 DOMESTIC VIOLENCE/SEXUAL ASSAULT LEAVE**

This unpaid leave is available to employees who are victims of domestic violence, sexual assault, or stalking. It is also available to employees with a family member—defined as child, spouse, domestic partner, parent, parent-in-law, grandparent, or person with whom the employee has a dating relationship—who is a victim of domestic violence, sexual assault, or stalking. This leave may be taken in blocks or intermittently, and the amount of leave that an employee may take is restricted to a "reasonable" amount, but it is not specifically limited as to time or length under the law.

Domestic violence/sexual assault leave may be taken for the following purposes.

- Seek law enforcement or legal assistance or prepare for or participate in any legal proceeding related to domestic violence, sexual assault, or stalking.
- Seek health care treatment for physical or mental injuries from domestic violence, sexual assault, or stalking, or attend to such health care treatment for a family member.
- Obtain (or assist a family member in obtaining) services from a domestic violence shelter, rape crisis center, or other social services.
- Obtain (or assist a family member in obtaining) mental health counseling related to domestic violence, sexual assault, or stalking.
- Participate in safety planning, temporarily or permanently relocate, or take other actions to increase one's own safety or the safety of the family member relating to domestic violence, sexual assault, or stalking.

Employees must give notice to the City of the need for this leave no later than the end of the first day on which the leave is taken. The City may require verification to support the need for the leave; verification can take the form of police reports, court documents, or employees' own written statements of the need for the leave.

## **8.17 ADMINISTRATIVE LEAVE**

Exempt employees are not entitled to overtime compensation since they are compensated for the product of their work efforts, not the number of hours actually worked. Sometimes, however, the nature of work for exempt employees requires sustained periods of effort, marked by long hours, limited opportunities for time off, and stresses atypical of nonexempt positions. Further, the City acknowledges that sufficient rest is necessary for personnel to operate at peak performance; administrative leave provides sufficient time off for these employees so as to ensure individual and operational readiness.

Exempt employees are eligible for administrative leave based on the schedule and conditions described below. The CAO, upon the recommendation of department directors, may award supplemental administrative leave on a case-by-case basis when conditions warrant such consideration. Administrative leave shall not be awarded to employees whose vacation balance exceeds allowable accrual limits. Administrative leave will be awarded on a prorated basis, rounded to the next full day, to exempt employees hired during the calendar year.

The following positions shall be awarded an annual bank of ten business days of administrative leave at the beginning of each calendar year: CAO; directors of Community Development, Finance, Human Resources, [Legal](#), Parks, [Culture](#), ~~and~~ [Recreation](#), Public Works, Police Department, ~~Public Works Superintendent~~; [Assistant Public Works Director](#); [Assistant Police Chief](#); Police Commander; ~~Police Lieutenant~~; Court Administrator, and IS Manager.

All other exempt employees shall be awarded an annual bank of five business days of administrative leave at the beginning of each calendar year.

Administrative leave must be:

- Used in minimum increments of one full day.
- Approved by the department director or CAO in advance, which must be documented on appropriate personnel forms.
- Forfeited if not used by the end of each calendar year.

Unused administrative leave may not be converted to cash compensation under any circumstances.

## **8.18 LEAVE WITHOUT PAY**

The CAO may grant leaves of absence without pay in appropriate circumstances; they will be granted only when employees have exhausted all other accrued leave. Employees must submit a written request on designated forms to the CAO after obtaining the permission of their department directors. Failure to return upon the expiration date of the leave may be cause for dismissal. Employees will not accrue vacation or sick leave while in leave without pay status; leave without pay is not counted as hours worked for any orientation period.

## **8.19 ABSENCE WITHOUT AUTHORIZED LEAVE**

Absences not on duly-authorized leave shall be treated as leave without pay and may be grounds for disciplinary action. Employees who are absent for three consecutive regularly-scheduled working days without notifying the City may be considered to have abandoned their jobs and may be terminated.

## **Section 9. LEGAL RULES OF CONDUCT**

### **9.1 CODE OF ETHICS**

The City's code of ethics is set forth in Chapter 2.80 of the Marysville Municipal Code. Its purpose is to assist City employees to establish guidelines to govern their own conduct. The code is also intended to help develop traditions of responsible public service. Employees shall not engage in any act which is in conflict with the performance of their official duties. Under the code of ethics, an employee shall be deemed to have a conflict of interest or other ethical violation if he or she:

1. Receives or has any financial interest in any sale to or by the City of any service or property when such financial interest was received with the prior knowledge that the City intended to purchase such property or obtain such service.
2. Accepts or seeks for others any service, information, or thing of value on more favorable terms than those granted to the public generally, from any person, firm or corporation having dealings with the City , as provided in MMC 2.80.040(2).
3. Accepts any gift or favor from any person, firm, or corporation having any dealings with the City if he knows or has reason to know that it was intended to obtain special consideration.
4. Influences the selection of or the conduct of business with a corporation, person, or firm having business with the City if he or she personally or through household relatives has financial interest in or with the corporation, person or firm.
5. Serves as an employee, officer, partner, director, or consultant of any corporation, firm, or person having business with the City, unless he or she has disclosed such relationship as provided by Chapter 2.80 MMC.
6. Engages in or accepts private employment or renders services for private industry when such employment or service is incompatible with the proper discharge of his or her official duties or would impair his or her independence of judgment or action in the performance of his or her official duties.
7. Appears in behalf of a private interest before any regulatory governmental agency, or represents a private interest in any action or proceeding against the interest of the City in any litigation to which the City is a party, unless he or she has a personal interest and this personal interest has been disclosed to the regulatory governmental agency. City Councilmembers may appear before regulatory governmental agencies on behalf of constituents in the course of their duties as representatives of the electorate or in the performance of public or civic obligations; however, no official or employee shall accept a retainer or compensation that is contingent upon a specific action by a City agency.
8. Possesses, directly or indirectly, a substantial or controlling interest in any business entity which conducts business or contracts with the City, or in the sale of real estate, materials,



supplies, or services to the City, without disclosing such interest as provided by this chapter. An interest is not a substantial interest if such interest does not exceed one-tenth of one percent of the outstanding securities of the business concern; or, if the interest is an unincorporated business concern, one percent of the net worth of such concern; or the financial interest of a corporation, person, or firm does not exceed five percent of the net worth of the employee and his household relatives.

9. Violates any ordinance or resolution of the City, or the laws or ordinance of another city, or the laws of the state, or the laws of the United States, in a manner that affects, interrupts, or interferes with the performance of his or her official duties or where the violation was committed in the official's or employee's official capacity.
10. Violates the confidentiality of his or her position.
11. Makes any false statement or representation of any public record or document in a willful disregard of the truth of such statement or representation.

Employees who have financial or other private interests, and who participate in discussion with or give an official opinion to the City Council and fail to disclose on the records of the City Council the nature and extent of such interest is in violation of Chapter 2.80 Marysville Municipal Code. Any person willfully violating the code of ethics is guilty of a misdemeanor and is subject to the civil penalties as provided in the municipal code.

An employee of the City found guilty of a negligent violation of this chapter is subject to civil penalties up to and including termination from employment and/or loss of pay not to exceed one month's salary.

## **9.2 ANTI-HARASSMENT POLICY AND COMPLAINT PROCEDURE**

The City of Marysville strives to provide a work environment that is free from all forms of harassment. All forms of harassment—including, but not limited to harassment based on sexual, ethnic, racial, and disability characteristics, or an employee’s legally protected status—are prohibited. All disruptive behavior that creates an intimidating, offensive, coercive, or hostile work environment is prohibited. All actions that unreasonably impair employees’ abilities to perform their jobs are prohibited. Employees who engage in such behavior will be subject to disciplinary action, up to and including termination.

Harassment can take many forms. Some examples of verbal and nonverbal harassment include the following:

- Unflattering or unwelcome comments regarding a person's nationality, origin, race, color, religion, gender, sexual orientation, age, body disability, or appearance.
- Offensive verbal comments or jokes that are racially oriented or are directed at an employee because of his/her race, gender, disability, sexual orientation, religion or other protected status.
- Epithets, slurs, and negative stereotyping.
- Distribution, display, or discussion of written or graphic material that ridicules, denigrates, insults, belittles, or shows hostility or aversion toward an individual or group because of national origin, race, color, religion, age, gender, sexual orientation, pregnancy, disability, marital, or other protected status.

Sexual harassment is a specifically recognized form of discrimination and is unlawful under the Civil Rights Act of 1964 and Washington State law. Sexual harassment is defined as “unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature” when any of the following conditions exist.

- Submission to such conduct is either explicitly or implicitly made a term or condition of an individual’s employment.
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual.
- Such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile, or offensive work environment.

Sexual harassment can take many forms, and some examples include the following.

- Unwanted flirtations, sexual innuendoes, suggestive comments, jokes of a sexual nature, sexual propositions, lewd remarks, and threats.
- Requests for any type of sexual favor, including repeated and unwelcome requests for dates.

- Verbal abuse or "kidding" of a sexual nature and/or content and considered unwelcome.
- Distribution, display, or discussion of any written or graphic material, including calendars, posters, and cartoons that are sexually suggestive, or show hostility toward an individual or group because of gender or are of a sexual nature; suggestive or insulting sounds; leering; staring; whistling; or obscene gestures.
- Unwelcome, unwanted physical contact, including but not limited to, touching, tickling, pinching, patting, brushing up against, hugging, cornering, kissing, fondling, forced sexual intercourse, or assault.
- Linking sexual compliance with sexual advances by a supervisor to some term or benefit of employment.

Sexual harassment can also include verbal behavior such as suggestive looks or leering; slang, names, or labels that others find offensive; talking about or calling attention to another employee's body or sexual characteristics in a negative or embarrassing way; invitation for dates which do not stop when the response is negative; or continuing unwelcome behavior after a co-worker has objected to that behavior.

Normal, courteous, mutually respectful, pleasant, non-coercive interactions between employees, including men and women, that are acceptable to and welcomed by both parties, are not considered to be harassment, including sexual harassment.

Employees who believe they are victims of harassment should not remain silent. They should make it clear to the harasser that such conduct is offensive and unwelcome and clearly state that the offensive conduct must stop immediately. Then, they should tell the supervisor or manager they are being harassed and name the harasser; this may be the first step if employees are uncomfortable confronting the alleged harasser.

### **Complaint Process**

Employees who believe they have been harassed – whether by a co-worker, vendor member of the public or other third party – should report the harassing conduct to their Department Director or the Human Resources Director. Supervisors or managers who become aware that harassment is occurring, either from personal observation or employee report, must report it immediately to Human Resources or their department directors.

Employees' complaints of harassment may be oral or written. They should include, when available, specific allegations, dates(s) of the occurrences(s), individuals involved, and any witnesses. Upon receipt of complaints, or being advised by supervisors or managers of potential harassing behavior occurring, department directors, the Human Resources Director, or an independent investigator will conduct an investigation.

Harassment complaints and their investigations are kept as confidential as reasonably possible, consistent with the need to investigate and act on the results of the investigation. It is often

necessary to disclose the name of the employee who filed the complaint to the employee accused of harassment.

The City treats harassment complaints seriously and moves quickly to investigate them and take appropriate corrective action. Employees filing complaints will be treated courteously and respectfully, and the City prohibits retaliation against employees filing harassment complaints. Unlawful retaliation occurs when an employee is targeted for unfavorable treatment by the City, or by coworkers, as a result of complaining or cooperating. Employees will not suffer any hardship, loss of benefits, or other penalties for filing or responding to bona fide complaints of discrimination or harassment, appearing as a witness in a complaint investigation, or investigating a complaint.

Employees who believe they are being retaliated against should immediately contact the Human Resources Director. If the employee believes the Human Resources Director is involved in the retaliation, the employee should contact the CAO. Retaliation complaints will be investigated separately, and the City will take prompt, corrective action to remedy any complaints found to have merit.

Reporting harassment incidents may be a difficult personal experience; however, allowing harassment activities to continue will most certainly lead to less desirable outcomes. For that reason, employees are strongly urged to use this complaint procedure.

Knowingly filing groundless or malicious complaints is an abuse of this policy and is prohibited. Employees who violate this policy are subject to disciplinary action up to and including termination.

### **Procedures for Investigating and Resolving Complaints**

When a full harassment investigation is warranted, the City will typically use the following guidelines for conducting it.

1. Every attempt will be made to complete an investigation within 60 calendar days from the time the complaint is received or the department director is made aware of the potential harassment. The time limit may be extended to 90 calendar days by the CAO if additional time is needed for a full and complete investigation of the complaint.
2. The investigation should include interviews with the complainant, the respondent, witnesses, and other persons the investigator determines may have information related to the investigation to determine whether the conduct occurred. The investigator will ensure compliance with any right to union representation of individuals, including the alleged harasser, who may reasonably assume disciplinary action may be taken based upon their statements in the investigation.
3. The investigator of the complaint will maintain accurate, detailed records of the investigation and will determine if violations of this policy have occurred based on the facts verified during the investigation.

4. If it is determined that harassment or discrimination in violation of the City's policy has occurred, appropriate disciplinary action will be taken. The appropriate action will depend on the following factors: (1) severity, frequency and pervasiveness of the conduct, (2) prior complaints made by the complainant, (3) prior complaints made against the respondent, and (4) quality of the evidence, such as first-hand knowledge or credible corroboration.
5. If the investigation is inconclusive, or it is determined that there has been no harassment or discrimination in violation of this policy but some potentially problematic conduct is revealed, counseling or preventive action may be taken.
6. Within five days after the investigation is concluded, the Human Resources Director or department director will meet with the complainant and respondent separately, to notify them in person of the results of the investigation and inform them of the action being recommended.
7. The complainant and the respondent may submit statements to the CAO requesting an additional review. Such statements must be submitted no later than five working days after the meeting in which the results of the investigation were discussed.
8. Within ten days from the date the challenge is received, the CAO will review the investigative report and any statements submitted by the complainant or respondent, discuss results of the investigation with the Human Resources Director and other management staff as may be appropriate, and decide what action, if any, will be taken. The Human Resources Director will report the decision to the complainant, respondent, supervisors, and department directors in the departments in which the complainant and respondent work.

### **9.3 REPORTING IMPROPER GOVERNMENTAL ACTIONS**

The City encourages employees to report improper governmental actions taken by City of Marysville officers or employees, and it protects employees who have made good-faith reports of improper governmental actions in accordance with City policies and procedures.

As used in this policy, the following terms have specific meanings as defined below.

- ***Improper governmental action:*** Actions by a City of Marysville officer or employee that are:
  - Undertaken in the performance of the officer's or employee's official duties, whether or not the action is within the scope of the employee's employment.
  - In violation of any federal, state, or local law or rule, is an abuse of authority, is of substantial danger to the public health or safety, or is a gross waste of public funds.

"Improper governmental action" does not include personnel actions, including but not limited to, employee grievances, complaints, claims of discrimination or

harassment, appointments, promotions, transfers, assignments, reassignments, reinstatements, restorations, re-employments, performance evaluations, reductions in pay, dismissals, suspensions, demotions, written or verbal warnings, violations of collective bargaining or civil service laws, alleged violations of labor agreements, or reprimands. The City has separate policies with distinct rights and remedies, for allegations of improper personnel actions.

- *Good Faith*: When an employee has a reasonable basis in fact for the communication. “Good faith” is lacking when the employee knows or reasonably ought to know that the report is malicious, false or frivolous.
- *Gross waste of public funds*: Spending or using funds or allowing funds to be used without valuable result in a manner grossly deviating from the standard of care or competence that a reasonable person would observe in the same situation.
- *Retaliatory action*: Any adverse change in the terms and conditions of employment or hostile actions by another employee towards a local government employee that were encouraged by a supervisor, senior manager, or official.
- *Emergency*: Circumstances that if not immediately changed may cause damage to persons or property.

### Procedures ~~For~~ Reporting

City employees who become aware of improper governmental actions should raise the issue with their Department Director or Human Resources Director. Employees shall submit a written report stating in detail the basis for their belief that an improper governmental action has occurred. The report, in the form of a written memo, report, or email should be made as soon as possible after the information or knowledge is received. Where employees reasonably believe the improper governmental action involves their department director, employees may raise the issue directly with the CAO or Human Resources Director.

In an emergency, where employees believe that damage to persons or property may result if action is not taken immediately, employees may report the improper governmental action directly to the appropriate government agency with responsibility for investigating the improper action.

The Department Director, Human Resources Director or the CAO or designee, shall take prompt action to assist the City in properly investigating the report of improper governmental action. City officers and employees involved in the investigation shall keep the identity of reporting employees confidential to the extent possible under law, unless employees authorize their identity disclosure in writing. After investigations are completed, employees reporting improper governmental actions shall be advised by a summary of the results of the investigation, except that personnel actions taken as a result of the investigation may be kept confidential.

City employees may report information about improper governmental action to the appropriate government agency with responsibility for investigating the improper action if they

reasonably believe that an adequate investigation has not been undertaken by the City to determine whether an improper governmental action occurred, insufficient action has been taken by the City to address the improper governmental action, or the improper governmental action is likely to recur. A list of agencies responsible for investigating improper governmental action is included in this handbook. It is not intended to be all-inclusive.

City employees who fail to make a good faith attempt to follow the City's procedures in reporting improper governmental action shall not receive the protections provided by the City in these procedures.

### **Protection Against Retaliatory Action**

City officials and employees are prohibited from taking retaliatory action against City employees because they have in good faith reported improper governmental actions.

Employees who believe that they have been retaliated against for reporting an improper governmental action should advise their Department Director, the Human Resources Director or the CAO or designee. City officials and supervisors shall take appropriate action to investigate and address complaints of retaliation.

If employees' Department Director, the Human Resources Director or the CAO or designee do not satisfactorily resolve employees' complaints of retaliation in violation of this policy, employees may obtain protection under this policy and pursuant to state law by providing a written notice to the Marysville City Council that specifies the alleged retaliatory action and the relief requested.

Employees shall provide a copy of their written charge to the CAO no later than 30 days after the occurrence of the alleged retaliatory action. The City shall respond within 30 days to the charge of retaliatory action; provided, if the charge warrants an unusual amount of investigation, the City may extend the time for responding up to 30 additional days.

After receiving either the response of the City or 30 days after the delivery of the charge to the City, employees may request a hearing before a state administrative law judge to establish that a retaliatory action has occurred and to obtain appropriate relief provided by law. Employees seeking a hearing should deliver the request for hearing to the CAO at the earliest of either 15 days of delivery of the City of Marysville's response to the charge of retaliatory action or 45 days of delivery of the charge of retaliation to the City of Marysville for response.

Upon receipt of request for hearing, the City shall apply within five working days to the Washington State Office of Administrative Hearings for an adjudicative proceeding before an administrative law judge: Office of Administrative Hearings, P.O. Box 42488, Olympia, WA 98504-2488, (800) 558-4857.

The City will consider all recommendations provided by the administrative law judge, including but not limited to a recommendation that the retaliator be suspended or dismissed.

### **Enforcement Responsibilities**

The CAO or designee is responsible for implementing the City's policies and procedures for reporting improper governmental action and for protecting employees against retaliatory actions. This includes ensuring that this policy and procedures are permanently posted where all employees have reasonable access to them, made available to any employee upon request, and provided to all newly-hired employees. Managers and supervisors are responsible for ensuring the procedures are fully implemented within their areas of responsibility. Violations of this policy may result in disciplinary action, including but not limited to a written reprimand, suspension, and/or termination.

Following is a list of agencies responsible for enforcing federal, state and local laws and investigating other issues involving improper governmental action. Employees having questions about these agencies or the procedures for reporting improper governmental action are encouraged to contact Human Resources.

#### **CITY OF MARYSVILLE**

Snohomish County Prosecutor  
3000 Rockefeller  
M/S 504 Everett, WA 98201  
(425)388-3333

Marysville Police Department  
1635 Grove St  
Marysville, WA 98270  
(360)363-8300

Human Rights Commission  
402 Evergreen Plaza, Bldg FJ-41  
711 S Capitol Way  
Olympia, WA 98504-2490  
1-800-233-3247

#### **STATE OF WASHINGTON**

Department of Labor and Industries  
315 5<sup>th</sup> Ave S Ste.200  
Seattle, WA 98104-2607  
(206)515-2800

State Department of Ecology  
3190 160<sup>th</sup> SE  
Bellevue, WA 98008-5452  
(425) 649-7000

Domestic Violence Hotline  
1-800-562-6025  
Puget Sound Partnership  
(Water Quality)  
PO Box 40900  
Olympia, WA 98504-0900  
1-800-547-6863

Department of Social & Health Services  
Special Investigation Office  
5200 Southcenter Blvd Ste 23  
Tukwila, WA

Department of Natural Resources  
PO Box 47000



1111 Washington St SE  
Olympia, WA 98504-7000  
(206)464-6094

Equal Employment Opportunity Commission  
909 First Avenue Ste 400  
Seattle, WA 98104-1061  
1-(800)-669-4000

UNITED STATES

State Department of Health  
Health Consumer Assistance  
PO Box 4789  
Olympia, WA 98504-7891  
(800)525-0127

Department of Justice  
Drug Enforcement Administration  
400 2<sup>nd</sup> Ave W  
Seattle, WA 98119  
(206) 553-5443

US Attorney  
700 Stewart St Ste 5220  
Seattle, WA 98174-1093  
(206)389-5800

Department of Labor  
Occupational Safety & Health (OSHA)  
1111 3<sup>rd</sup> Ave Ste 715  
Seattle, WA  
(206)553-5930

Department of Interior  
US Fish & wildlife Services  
Division of Law Enforcement  
121 107<sup>th</sup> NE  
Bellevue, WA  
(425)883-8122

Department of Transportation  
Office of Inspector General  
Auditing/Inspecting  
915 2<sup>nd</sup> Ave Rm 644  
Seattle, WA 98178  
(206)220-7754

Government Accounting Office Fraud Hotline  
1-800-424-5454

Department of Treasury  
Bureau of Alcohol, Tobacco & Firearms  
Law Enforcement Division  
915 2<sup>nd</sup> Ave Rm 806  
Seattle, WA 98174  
(206)220-6456

Environmental Protection Agency  
Criminal Investigations  
1200 6<sup>th</sup> Ave (CRE 164)  
Seattle, WA  
(206) 553-2899

National Transportation Safety Board  
19518 Pacific Hwy S Ste 201  
Seattle, WA 98188  
(206)870-2200

Department of Health & Human Services  
Food & Drug Administration  
22201 23<sup>rd</sup> Dr SE  
Bothell, WA

## **Section 10. STANDARDS OF CONDUCT**

### **10.1 EMPLOYEE BEHAVIORAL EXPECTATIONS**

City government exists to provide services to its citizens, and City employees have a long tradition of providing exemplary service to the public. The following behavioral expectations support high quality service delivery.

*Employees are personally and professionally accountable for providing essential services to the public.*

- Be polite, courteous, and cooperative when interacting with internal and external customers and the general public.
- Be accountable for one's own job performance, while recognizing that all jobs are reliant on the work of others. Team members are interconnected with coworkers and managers, and every employee's work affects the team's ability to perform effectively.
- Perform all job duties to meet established job standards, and notify the supervisor when backlogs or unexpected work may result in a delay in completing essential tasks. Seek assistance from one's supervisor or manager to resolve problems or difficulties that interfere with the ability to perform one's work.

*Employees represent the City in customer service transactions.*

- Provide customers -with accurate information about services, regulations and processes.
- Respond in a timely and professional manner, politely and courteously, while providing clear and concise information.
- Provide the customer with information about alternatives if unable to address their concerns directly or if the request is not feasible.

*Integrity and high ethical standards are essential to maintain public trust in City services.*

- Work honorably and professionally, providing a full day of good effort for a full day of pay. Integrity means that one's words and actions are the same when speaking with peers, supervisors, or other professionals.
- Perform job duties within the ethical standards of the organization, and always act to further the mission, vision, and values of the organization. If ethical standards or guidelines are unclear in a specific situation, ask the supervisor for information or clarification.

*Mutual respect is an essential part of professional relationships; it is required, not earned, in all interactions.*

*Trust, the expectation that the other person will demonstrate integrity and responsibility, is earned.*

- Give people the benefit of the doubt, ~~believing that everyone is trying to do their best.~~
- Listen to people without making a judgment, and make a concerted effort to understand their perspective; understanding their perspective does not necessarily mean agreeing with it.
- Avoid using insulting, threatening, or offensive language.
- Avoid making jokes about other employees including, but not limited to, jokes about work performance, ethnicity, or personal appearance.

*Teamwork is expanding one's perspective from simply performing individual tasks to helping achieve the City's overall mission and goals.*

- Assist, encourage, and support coworkers.
- Look for ways to energize and support the work of coworkers so the department's work is accomplished with less difficulty and greater employee satisfaction.
- Take pride in the achievements of the team. Group recognition for a job "well done" is a foundation for receiving future recognition and far outweighs the brevity of congratulations directed at a single individual.
- Recognize that conflict will occur in the workplace, and when possible manage it by dealing directly with the individual, rather than involving third parties. Involve a supervisor when the conflict cannot be managed through direct dealing. Focus on the common goal in an effort to collaborate with coworkers or reach a compromise that supports that goal.
- Be honest in sharing ideas, opinions, and perspectives without criticizing, finding fault, or undermining the views of others. Direct feedback to the idea or concept not at the individual offering it. Give honest but respectful feedback.
- Avoid spreading gossip and rumors, hearsay information that is passed from one person to another and is meant to discredit a third person, ~~do not tolerate it from others-Do not participate in it~~ because it sabotages the team's ability to work together effectively. It is disrespectful, nonproductive, and a selfishly-motivated act that interferes with employees' successful job performance.

*The safety of employees and the public is an overriding responsibility of the City.*

- Comply with safety regulations, work proactively to reduce workplace hazards, prevent accidents, and refresh safety skills.
- Secure and maintain certifications or licenses required to perform assigned job duties.
- Wear protective clothing, and use appropriate safety equipment as required.

- Practice good defensive driving at all times; promptly report all accidents, injuries, or hazardous conditions to one's supervisor or manager.

## **10.2 WORKPLACE RELATIONSHIPS (NEW)**

The City respects the privacy of its employees, and does not wish to become unnecessarily entangled in its employees' personal lives; however, certain relationships are of legitimate concern because they disrupt professional relationships and can result in legal liability. For this reason, the following guidelines apply to employees who are or become involved in an intimate relationship.

Employees are discouraged from having a romantic, dating, or intimate relationship with anyone over whom he or she has supervisory authority. A person has supervisory authority over another when:

- The person participates in the evaluation or assessment of the subordinate employee, or
- The person has or can exercise some measure of control over the subordinate employee's pay, benefits, or terms and conditions of employment.

Employees in relationships with supervisory authority have a duty to report the relationship to the employer. The employee shall work with the City to cure the conflict. Employees in relationships are expected to behave professionally at all times during work hours or on City property. If either employee becomes uncomfortable at work at any time in or after the relationship due to actions of the other party, the employee will notify their supervisor or Human Resources immediately so that action can be taken to prevent any potential harassment.

## **10.3 EMPLOYEE DRESS AND PERSONAL APPEARANCE**

Employees are expected to maintain their attire, grooming, and personal hygiene in a manner appropriate to perform their work safely and present a favorable and professional image to the public. Departments requiring uniforms may establish their own dress codes to supplement this policy. Medical exceptions to this policy are subject to approval of department directors.

Employees must wear clothing and shoes that are neat, clean, and in good condition. Hair should be neat, clean, and well-trimmed or arranged, and facial hair must be neatly groomed. Tattoos and body piercing, except for ear piercing and tasteful tattoos, should not be visible.

Office staff and other employees who have regular contact with the public must wear appropriate business attire. Jeans and athletic-type footwear are generally not appropriate for office attire, except as described below. Other inappropriate attire includes, but is not limited to: extremely tight pants, leggings and spandex; tee shirts with slogans, sports insignia or other writing on them; tank tops with straps less than two inches wide; short or cropped tops that expose skin at the abdomen; sweatpants, sweatshirts or workout attire; clothing that is excessively revealing, distracting, or provocative; skirts that are excessively short; and shorts.

Some of the attire listed above may be appropriate and allowed when considered part of a department's uniform, suitable for regular work duty (such as recreation or athletic programs), worn for special events, or specifically authorized by department directors.

Tee shirts and sweatshirts with the City logo or other tasteful logos may be acceptable attire, depending upon the work environment. When wearing clothing with the City logo, employees appear to represent the City; employees should not wear City logo clothing during off-work hours.

The City has designated Friday as "business casual" day. "Business casual" attire often includes jeans and a sport shirt or other casual attire which is appropriate for the work place as defined in this policy. Employees are still expected to be neat, clean, and well-groomed. Supervisors, however, may require regular business attire as they deem appropriate.

Employees who have sincerely held religious beliefs that affect their dress and personal appearance should talk with their supervisor about potential accommodations under Title VII of the 1964 Civil Rights Act.

Supervisors, managers, and directors will ensure compliance with this policy. Employees who violate this policy may be instructed to leave the premises to change clothes and/or be subject to disciplinary action. Time necessary to correct one's appearance is leave without pay.

The City may provide a clothing allowance for some positions.

## **10.4 TOBACCO USE**

Smoking and tobacco use represent a significant health risk to both smokers and nonsmokers in the work environment. Employees are prohibited from using tobacco in any form in all public and nonpublic areas of City-owned facilities and City vehicles during their scheduled work time. Tobacco use includes the possession of a lighted cigarette, lighted cigar, lighted pipe, or any other lighted tobacco product and the use of chewing tobacco, snuff, and other varieties of smokeless tobacco.

The prohibition against tobacco use in City-owned facilities and vehicles includes, but is not limited to City buildings, vehicles and drivable equipment, and recreation facilities. Vehicles and drivable equipment includes front-end loaders, tractors, riding mowers and backhoes. Recreation facilities include activity centers, community centers, and supporting building facilities. Smoking is also prohibited within 25 feet of building entrances, exits, windows that open, and ventilation intakes.

Employees may use tobacco during non-work time, such as designated breaks and meal periods but shall never use it in the prohibited areas as described in this policy. Tobacco users are to maintain designated smoking areas free of litter by properly disposing of cigarette and cigar butts, ashes, etc. Chewing tobacco, snuff, and other varieties of smokeless tobacco residue, including "spit", must be collected in a container, sealed, and placed in the lined trash receptacles provided.

Employees who violate this policy are subject to disciplinary action up to and including termination.

Smoking cessation may be a covered benefit under the City's medical insurance plan.

## **10.5 OUTSIDE EMPLOYMENT**

Employees ~~engaged in outside employment~~ must notify their department director of outside employment that will interfere with their work or scheduling or when the employment potentially is incompatible with the proper discharge of his official duties or would impair his/her independence of judgment or action in the performance of his official duties (e.g. working for a company or person with a City contract). Employees shall not hold a job with an outside employer or be self-employed if outside work contributes to reduced effectiveness at their City job; in these cases, employees will be given the choice of terminating either their City employment or the outside employment. If an employee is injured as a result of an accident during the outside employment, the other employer's benefits must be used to the degree available before receiving coverage from the City's benefit plans.

Commissioned police employees are subject to the terms of the Standard Operating Procedures on outside employment.

## **10.6 GARNISHMENTS**

Employees who have had their earnings garnished for the satisfaction of three or more separate indebtednesses within a period of 12 consecutive months will be discharged, unless the CAO determines that the employee should not be discharged due to extenuating circumstances.

## **10.7 MEDIA INQUIRIES**

All media inquiries and non-customer service related general inquiries should be referred to department directors. The CAO may delegate the authority to respond to media inquiries without prior approval to specific employees. Questions about employee references or other information concerning current or former employees must be referred to the Human Resources office.

## **10.8 COMPLAINT PROCEDURE**

The City recognizes that sometimes situations arise in which employees feel that they have not been treated fairly or in accordance with City rules and procedures. Complaints will be investigated, and the City will take prompt, corrective action to remedy any complaints found to have merit. Employees should use the following procedures for resolving complaints. (See the anti-harassment, discrimination, accommodation, retaliation, or reporting improper governmental actions for the procedure related to these policies.)

**Step 1:** Employees should first try to resolve complaints with their immediate supervisors.

**Step 2:** When normal communication between employees and supervisors is not successful, or when employees disagree with the application of City policies and procedures, employees should file written complaints with their department directors. Department directors should meet with employees within five working days and respond to employees in writing within five working days after the meeting.

**Step 3:** If employees are not satisfied with the response from their department directors, they may submit the issue, in writing, to the CAO. If the complaint is with the CAO, the written complaint should be directed to the Mayor. The written complaint must be filed within ten working days of the occurrence leading to the complaint, or ten working days after the employee became aware of the circumstances.

The written complaint must contain, at a minimum, the following items.

- Description of the problem.
- Specific policies or procedures that employees believe have been violated or misapplied.

- Dates of the circumstances leading to complaints or dates when employees first became aware of those circumstances.
- Remedies sought by employees to resolve complaints.

The CAO should respond in writing within ten working days of receipt of complaints. The CAO's response and decision shall be final.

Some employees may have more than one source of dispute resolution rights, such as civil service rules, collective bargaining agreements, and this complaint process. Employees represented by a bargaining unit or who are covered under civil service rules must follow grievance procedures set out in their respective labor contracts or civil service rules, where applicable. In all other cases, the procedures described in this section shall be used. Under no circumstances shall employees have the right to use both this process and another complaint or appeal procedure that may be available to them.



## **Section 11. USE OF CITY RESOURCES**

### **11.1 USE OF CITY PROPERTY**

Employees shall not request or permit the use of City owned vehicles, equipment, materials, or property for personal convenience or profit, except when such services are available to the public generally or are provided as City policy for the use of those employees in the conduct of official business.

### **11.2 COMPUTER SYSTEMS AND ELECTRONIC COMMUNICATIONS**

This policy applies to all City employees, elected, and appointed officials.

Computers, telephones, fax, copy machines, all associated software and peripheral devices, and any other City equipment provided for employee use are the property of the City and are intended solely for use in conducting official City business. All messages sent, received, or stored on the email system, all records of Internet use, and all software installed on computers are the property of the City and may be reviewed, audited, intercepted, accessed, or disclosed by the Mayor or designee without employee authorization.

Employees may use some City equipment for VERY LIMITED personal use, provided that it is done on employees' own time, does not violate any law or City policy, such as harassment or solicitation, and is not used for commercial, religious, or political activities. Also, this use must not interfere with employees' job performance, disrupt or distract themselves or coworkers from the conduct of City business, and it must not result in additional cost or liability to the City.

Use of City time and resources may be allowed for approved participation in professional organizations related to the employee's official position, upon approval by the CAO. All outgoing messages which do not reflect the official position of the City must include the following disclaimer: "The opinions expressed here are my own and do not necessarily represent those of the City of Marysville."

Internet access by default is provided to every employee with a City login. Access may be restricted at a supervisor's request. Resources of any kind for which there is a fee, including all Internet sites, must not be accessed or downloaded without prior approval of department directors. Space on public access databases (such as home pages on the World Wide Web) shall not be created without prior approval of the CAO or designee.

~~Text messaging is highly discouraged for use in City business. Text messaging is a public record and therefore must be retained as such. The only exceptions to this are for Police tactical messages and SCADA alarm messages.~~

~~Due to the difficulty in retaining Instant Messaging, Chat and Blogs the use of these types of communications are prohibited for all City business. The only exceptions to this are for Police tactical messages and the employee must maintain a log of messages as per state law.~~

Due to the difficulty in managing Social Media content and inherent security risks, access to Social Media is generally prohibited to City Internet users. All City of Marysville social media sites are subject to approval by the CAO prior to activation; and monitored and maintained by the Community Information Officer. The City uses social networking websites Facebook® and Twitter® as a means to increase citizen awareness and communications between citizens and the City. [The City uses LinkedIn as a recruitment tool.](#)

Employees not involved in the maintenance or operation of the voicemail and email systems [or designated by the Mayor to review voicemail or email](#) are prohibited from retrieving or reading any voicemail or email sent to other employees without a direct request from the intended recipient. If any user receives a message by mistake they should stop reading as soon as they realize the message was not meant for them, delete it, and notify the sender immediately.

All electronic records, including information sent via email or posted on the Internet reflects on the City, is public property, and must be retained according to the City's retention schedule and disclosed pursuant to the state's Public Records Act. The IS Department maintains copies of every email the City sends or receives for review by the City's Email Retention Administrator. All email communications must comply with City standards and policies as well as laws such as copyright protection. Exercise due caution when sending confidential or sensitive information electronically. Email messages need to be composed with the expectation that they are public and must be businesslike, courteous, and civil. Users shall have no expectation of privacy in e-mail messages. Non-City email accounts (e.g. Gmail, AOL, MSN, or Yahoo) [may will](#) not be used to conduct City business unless approved in advance by the CAO or designee. Protected Data (i.e. [HIPPAHIPAA](#), CJIS, PCI, etc.) must be sent via encrypted electronic mail. The City's email system is not intended to be used for general mass mailings or to transmit attachments larger than 10 MB.

Employees must protect all system user identifications and passwords, along with voicemail PIN numbers and email account passwords, at all times. Individual passwords must not be printed or stored online. Individual passwords must not be shared with others, and users are prohibited from accessing any City computer system using another user's account or password.

Networked computer systems can easily spread computer viruses, and it is every employee's responsibility to exercise due caution to minimize the risk of viruses. Since email attachments are a common source of viruses, only those received from expected and known business sources may be opened. No external computer files may be downloaded without being properly scanned for viruses.

The City purchases licensed software for employee use for City business. All software must be installed by authorized employees per license agreement. Employees are prohibited from usage which violates software license agreements such as making a copy of software for personal use or downloading software unless pre-approved by IS.

Employees are responsible for taking adequate measures to prevent damage, theft, or loss of City equipment. Laptop computers, in particular, are subject to damage, theft, or loss when removed from City offices.

Use of the City's information or data systems from a personal or company-owned computer through company-owned connections is subject to this policy, too. Use of personal computers to perform city business through non-city owned connections is also subject to the provisions of this policy and the provisions of the state's Public Records Act and records retention schedule.

[The Mayor and CAO will adopt policies and procedures to implement this policy.](#) A link to additional information, policies, and procedures can be found at the top of the City's Intranet main page. ~~[These additional policies and procedures include more granular policies including but not limited to: Passwords, Records Retention, and Internet Use.](#)~~

Employees who abuse City equipment and technology resources or fail to follow the City's policies and procedures for the use of City resources are subject to disciplinary action. If these resources are used for purposes that violate federal or state laws, employees may be held legally accountable. City employees who learn of any misuse of software or related documentation within the organization shall immediately notify their immediate supervisors or department directors.

Questions or issues which arise from this policy should be directed to the Finance Director or CAO.

## **11.3 USE OF TELEPHONES AND WIRELESS HANDHELD COMMUNICATIONS DEVICES**

Employees may use city telephones and wireless handheld communications devices for VERY LIMITED personal use, provided that it is done on employee's own time, does not violate any law or City policy, such as harassment or solicitation, and is not used for commercial, religious, or political activities. Also, this use must not interfere with employees' job performance, disrupt or distract employees or coworkers from the conduct of City business, and it must not result in additional cost or liability to the City. Personal toll calls should be billed directly to the employee's home phone or personal credit card, with the exception of calls necessitated by unanticipated overtime or an emergency.

### **City-Owned Wireless Handheld Communications Devices**

The City requires employees to use its cellular telephones and other wireless handheld communications devices safely while conducting City business. Employees who are issued such devices are expected to limit use of them while driving a City vehicle. Any person operating a moving motor vehicle while holding a cell phone or other wireless communication device to their ear is guilty of a traffic infraction, unless the person is: operating an authorized police vehicle; using a hands-free device including a speaker phone, a headset, or an earpiece; reporting illegal activity; summoning emergency help; or using a hearing aid. Cell phones issued for City business may legally be used while driving if used in speaker phone mode only unless the person is: operating an authorized police vehicle; using a hands-free device including a speaker phone, a headset, or an earpiece; reporting illegal activity; summoning emergency help; or using a hearing aid. Regardless of the circumstances, employees are strongly encouraged to pull off to the side of the road and safely stop the vehicle before placing or accepting a call. Employees are prohibited from placing themselves or others at risk to fulfill business needs.

If it is imperative to accept a call while driving, employees must use a hands-free device per state law. In positions that require regular driving and answering business calls, the City may provide hands-free equipment, if feasible.

Employees are prohibited from sending or receiving text messages via wireless handheld communications devices while operating a motor vehicle or performing a task.

### **Personal Wireless Handheld Communications Devices**

Personal calls and text messaging during the workday, regardless of the communications device used, can interfere with employee productivity and be distracting to others. The use of personal wireless handheld devices is limited to rest breaks and meal times. Employees are expected to keep their personal wireless handheld devices off or in silent mode during work hours. Flexibility may be provided by the supervisor in circumstances demanding immediate attention.

Employees are prohibited from using personal wireless devices while operating a City vehicle.

The City is not liable for the loss of personal wireless devices brought into the workplace.

## **Section 12. WORKPLACE HEALTH AND SAFETY**

### **12.1 EMPLOYEE SAFETY**

The City complies with all applicable federal, state, and local health and safety regulations and is committed to providing a safe work environment in which employee exposure to accidental injury and occupational illness is reduced or eliminated. Employees are expected to comply with all federal, state, and local safety and health requirements. The City has a comprehensive accident prevention program—applicable to all employees—to recognize, evaluate, and control occupational safety and health hazards. The Safety and Health Committee assists management in communicating and evaluating workplace safety and health issues.

Employees have the following responsibilities to ensure the health and safety of themselves and coworkers.

- Understand and comply with [the-relevant](#) safety regulations and procedures.
- Coordinate and cooperate with all employees in attempts to eliminate accidents.
- [Apply the principles of accident prevention](#)[Be alert to dangers and seek to prevent accidents](#) in daily work, and use proper safety devices and protective equipment as required by the City.
- Properly care for all personal protective equipment.
- Promptly report all industrial injuries or occupational illnesses, regardless of severity, to their supervisors.
- Refrain from wearing torn or loose clothing while working around machinery.
- Refrain from using or being under the influence of drugs or alcohol during work hours.

The City furnishes required safety items—such as steel-toed boots, hard hats, vests, goggles, or gloves—to employees. Uniforms and clothing shall be worn and maintained in a neat and clean condition, at the employee’s cost. The City may provide two uniforms per year, or it may rent uniforms to employees as necessary and required to perform their jobs.

## **12.2 WORKED-RELATED INJURY OR ILLNESS**

Employees who suffer on-the-job injuries or occupational diseases during the course of their City employment may be eligible for worker's compensation benefits administered by the Washington State Department of Labor and Industries. Employees must use available sick, vacation, compensatory, and administrative leave time (in this order) during the period of disability; the period of disability leave shall run concurrently with designated Family and Medical Leave Act leave to the extent permitted by law.

An employee receiving -time-loss payments from Washington State Dept. of Labor & Industries (L&I) must "buy back" sick leave during the period of disability. Sick Leave buy back is a program that enables employees, off work due to a workplace injury, to receive a paycheck from the City while they wait for L&I to process their claim and issue time-loss compensation. The City will use available sick leave banks and if sick leave is exhausted, vacation leave or comp time hours will be used. It is mandatory that an employee "buy back" their sick leave hours. "Buy back" must be done by personal check or money order payable to the City of Marysville. ~~L&I time loss checks cannot be endorsed and signed over to the City.~~

Employees promoted or hired to fill a vacancy created by another employee on disability leave shall hold such positions subject to the return of the injured or ill employee. A promoted employee affected by the return of the injured or ill employee shall be restored to the position he or she had held previously or to any other equivalent position. A newly-hired employee affected by the return of the injured or ill employee shall be placed in a comparable vacant position for which he or she is qualified or may be laid off if there are no comparable vacant positions.

Disability leave shall not apply in cases of permanent, total disability or disability retirement as defined in Washington State law. Injuries resulting from employees' willful misconduct, however, shall not entitle them to disability leave.

## **12.3 RETURN TO WORK PROCEDURES AND TEMPORARY LIGHT DUTY**

The City of Marysville values the safety, health and well being of all its employees. We want to provide safe and healthful working conditions in all of our operations and to follow all laws and regulations in regards to the safety and health of our employees.

The City supports the practice of bringing injured employees back to work, as soon as they are medically able, to a position compatible with any physical restrictions they may have. The Return to Work program is intended to restore employees to gainful employment as soon as possible when there is little probability of re-injury to themselves and no direct threat to others.

It is the City's policy to provide temporary alternatives to normal employment activities for employees who, as the result of an injury, have been released to lighter duties than their regular job requires. Temporary ("light") duty assignments are provided when the medical prognosis indicates that the employee is expected to return to full duty following a course of medical treatment.

The City will make every reasonable effort to place returning employees in existing positions that are the same as, or equivalent to, those held prior to the illness or injury. However, the City is under no affirmative obligation to create a position solely for this purpose. If the only suitable position is in a lower classification the employee will receive the salary within that classification. Employees in positions that are at a reduced pay level may be entitled to loss of earnings (LOE) from the Department of Labor and Industries. LOE payments help offset the difference between the employee's original wage and the temporary wage.

#### GENERAL

Employees with an injury that results in disability may request to be assigned to temporary light duty work or, at the City's request, the employee may agree to work light duty. Employees injured on the job will be given preference in filling temporary light duty assignments. Consideration for temporary light duty assignments will be made on a case by case basis and will be contingent upon the following:

1. The employee presenting a physician's statement that includes a complete description of the physical restrictions or limitations and releasing the employee for temporary light duty;
2. The City's ability, consistent with operational requirements, to temporarily modify the employee's regular job to accommodate the restrictions or limitations as stated by the medical professional OR the availability of light duty work, either in the employee's assigned work group or any other work group within the City, that does not exceed the identified restrictions/limitation;
3. The employee being otherwise qualified, i.e., possessing the necessary knowledge, skills and abilities, and certifications, as determined by Human Resources, to perform the work.
4. Temporary light duty assignments shall be short-term and shall mean 30 days or less. After 30 days, the need for additional light duty will be reviewed on a case by case basis and must be approved by the Chief Administrative Officer or designee. Nothing in this policy or procedure establishes a right to be placed on temporary light duty or, once placed, to continue in such an assignment for any specified length of time.

Human Resources has the overall responsibility for the coordination and administration of this program and will work with Department Directors, or their designee, to identify appropriate temporary light duties. If possible, employees will be returned to their regular department. In instances where there are no modifications that are compatible with the restrictions, the temporary position may be in another department. First priority will be placement within the



employee's job classification. Second priority will be placement within the employee's department, and third priority will be placement in another department.

#### PROCEDURE

An employee must submit to Human Resources a physician's statement, typically a completed Return to Work Authorization form, with specific information indicating that they are temporarily unable to perform the scope of duties of their position. The **worker cannot return to work without a release** from the treating physician.

Human Resources will contact the employee's Director/Manager and notify them that the physician has indicated that an employee has work restrictions. The Director/Manager and Human Resources will determine whether an appropriate temporary light duty assignment is available.

If clarification is needed to determine whether an employee can safely perform temporary light duty, Human Resources will notify the treating physician that the injured worker may be considered for temporary light duty and provide a Temporary Job Analysis Form. This form will list tasks available and describe the required physical capabilities.

If temporary light duty is approved, Human Resources will contact the employee. All tasks assigned/performed are to be within the limits defined by the physician. The Director/Manager is to explain/review limitations with the employee prior to work so that the recovering employee will not aggravate his/her condition while performing temporary light duty.

Human Resources should be contacted immediately if problems arise with the employee and/or temporary light duty assignments.

## **12.4 USE OF CITY VEHICLES**

Employees who operate vehicles owned or leased by the City are required to maintain a valid Washington State driver's license. These employees must notify their supervisor immediately if they no longer have a valid Washington State driver's license. Failure to have a valid Washington State driver's license, if required for the position, may result in disciplinary action.

It is mandatory for all City employees operating motor vehicles to use seat belts, unless the person is operating an authorized police vehicle. This includes all employees operating City owned vehicles, passengers in City-owned vehicles, and all employees operating personal vehicles while engaged in City business, and employees riding as a passenger in a vehicle while on City business. Employees are also required to utilize seat belts, if available, when operating heavy equipment. Exceptions will be allowed under certain circumstances at the discretion of the CAO and Department Directors or for Police Officers in tactical situations.

Employees may not use a vehicle owned or leased by the City for personal purposes, other than de minimis personal use (such as stopping for lunch during a business trip). When a City vehicle is not being used for City business, it shall be parked at a designated location.

Some City positions may receive a vehicle allowance, at the discretion of the CAO, to provide savings in vehicle costs by keeping the vehicle fleet at a minimum.

### **Requirements for CDL Drivers**

In addition to the requirements listed above, special requirements apply to employees who utilize a Commercial Driver's License (CDL) to conduct City business. Employees who utilize a CDL must be familiar with the rules and regulations contained within the Commercial Driver Guide as published by the Washington State Department of Licensing.

In accordance with federal law, CDL drivers are subject to having their Motor Vehicle Record (MVR) checked on an annual basis. Human Resources will review each MVR, also known as a driving abstract, for suspensions or infractions. CDL drivers must also complete a Traffic Violation Certification Form on an annual basis.

Employees must notify their supervisor immediately if their commercial drivers license is suspended, revoked, cancelled or they receive any other notice of disqualification or restriction from operation of a commercial vehicle. They must notify Human Resources, in writing, of all traffic convictions within thirty (30) days. This includes infractions incurred while driving a personal vehicle, regardless of whether the infraction resulted during personal time or while conducting City business. Parking infractions do not need to be reported. Notification must be made to the Washington State Department of Licensing of all out-of-state traffic convictions within thirty (30) days.

CDL drivers must perform a pre-trip and post-trip inspection as required by the Federal Motor Carrier Safety Administration regulation CFR 396.11 and CFR 396.13. An inspection log must be retained and available upon request. Failing to comply with this regulation is unlawful and could result in a citation in the event of an accident or traffic infraction.

## **12.5 SUBSTANCE ABUSE**

The City strives to maintain a drug and alcohol-free workplace and provide a safe, healthy, and secure work environment for employees and people doing business with the City. The manufacture, distribution, dispensation, possession, use and/or sale of a controlled substance in the workplace and/or during work hours or breaks in the workday is strictly prohibited. This prohibition encompasses the possession, sale, distribution or use of any detectable amount of a drug illegal under state or federal law, a drug not medically authorized, or other substances that could impair job performance or pose a hazard to the safety and welfare of the employee, the public, or other employees. Workplace ~~includes means~~ City buildings, City-owned premises, ~~public property,~~ City-owned or City-approved vehicles used to perform City functions, and any place the employee is during the workday including travel to and from the workplace. The workplace also includes activities performed by an employee, whether on City property or not, on City time on behalf of the City. Failure to comply with this policy may result in disciplinary action up to and including termination.

This policy applies to all City employees. City employees working in safety-sensitive positions, including those who are required to hold a commercial driver's license, are subject to additional rules and regulations imposed by the federal government as described in other personnel policies.

Employees are prohibited from reporting to work or remaining on duty while under the influence of unauthorized or illegal drugs and/or alcohol, including medically authorized or over-the-counter drugs that could impair safe work performance. Employees must report to supervisors their medical use of drugs or over-the-counter medications which can impair safe job performance. Management may require an opinion from a licensed medical practitioner as to whether the medication would impair job performance. Failure to report the medical use of such drugs or other substances or failure to provide proper medical authorization can result in disciplinary action up to and including termination.

### **Reporting Requirements**

As a condition of continued employment, employees shall notify their supervisors of their convictions under any criminal drug or alcohol statute or ordinance for a violation occurring in the workplace as defined above. Such notification shall be provided no later than five calendar days after conviction. For purposes of this policy, the term "conviction" shall mean a finding of guilt, including a plea of nolo contendere, or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of federal, state, or municipal drug or alcohol statutes or ordinances. "Criminal drug statute or ordinance" means any federal, state, or municipal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance.

### **Testing**

Employees may be subject to drug and/or alcohol testing when the City reasonably believes they are not fit for duty immediately prior to, during, or immediately after performing their job duties or while on City property. Referral for testing will be based on documented, observable facts. Referrals will be made by supervisory personnel who have received training concerning the signs and symptoms of drug and alcohol use.

Employees may be subject to drug and/or alcohol testing when involved in a motor vehicle accident which results in: 1) a fatality, 2) bodily injury to a person who immediately receives medical treatment away from the scene of the accident, or 3) one or more motor vehicles incur disabling damage requiring the vehicle to be towed from the scene, unless the person is operating an authorized police vehicle.

Applicants for and employees in safety-sensitive positions are subject to additional testing as outlined in the *Drug and Alcohol Testing for Employees who Operate Commercial Motor Vehicles* policy.

### **Disciplinary Action**

Appropriate disciplinary action will be taken when employees report to the workplace under the influence of a controlled substance or when their job performance is impaired because they are under the influence of drugs or alcohol on the job. The City may investigate as is necessary to verify the use of drugs or alcohol and the nature of the impairment of the employee's job performance. Such investigation may include the performance of drug and/or alcohol tests where there is reasonable suspicion that drugs or alcohol have been used. Refusal to submit to drug testing may result in disciplinary action up to and including termination.

### **Reinstatement**

The Employer through its disciplinary process will evaluate appropriate discipline or conditions for reinstatement.

A verified adulterated or substituted test result will be considered a refusal to test and subject to the return to work stipulations above.

As a condition of eligibility for reinstatement after an employee has been suspended or discharged for violating this policy, employees may be required to satisfactorily complete a drug or alcohol rehabilitation or treatment program approved by the City, at employees' expense. The City does not guarantee reinstatement of employees, nor does the City incur any financial obligation for treatment or rehabilitation ordered as a condition of eligibility for reinstatement.

In all substance test situations, an employee may request the presence of his/her union representative if the employee is employed in a unit with a certified bargaining representative. Although an employee may later file a grievance against the direction to submit to substance testing, the employee must take the test when requested to do so.

### **Employee Assistance Program**

The City supports employees who voluntarily seek treatment for alcohol or drug abuse. Employees are encouraged to seek treatment voluntarily and to use the employee assistance program. Employees who notify the City of alcohol or drug abuse problems will be given the assistance extended to employees with any other illness. Sick leave, vacation leave, or leave of absence without pay may be granted for treatment and rehabilitation as with other illnesses. Insurance coverage for treatment is provided to the extent of individual coverage.

### **Confidentiality and Record Retention**

All records related to drug and alcohol testing will be maintained in the Human Resources office in a secure location with controlled access, and information may be released only to those people with a need to know, in compliance with all regulations regarding release of medical records. These records are kept in files separate from employees' general personnel records.

## **12.6 DRUG AND ALCOHOL REQUIREMENTS AND TESTING FOR EMPLOYEES WHO OPERATE COMMERCIAL MOTOR VEHICLES**

All City employees are covered by the City's *Substance Abuse* policy; however, the *Drug And Alcohol Requirements and Testing for Employees Who Operate Commercial Motor Vehicles* policy establishes an additional compulsory drug and alcohol compliance and testing program as a condition of employment for employees required to have a commercial driver's license to perform their job duties. This policy complies with regulations issued by the U.S. Department of Transportation and Federal Motor Carrier Safety Administration covering employees in safety-sensitive positions, including those required to hold commercial driver's licenses. All questions regarding this policy should be directed to the Human Resources Director.

### **Effects of Alcohol and Controlled Substances**

The City will provide on-going training to employees about the adverse effects of substance abuse and will provide supervisors with information and procedures to recognize and deal with substance abuse in the workplace. Training for employees will include the provisions of this policy, consequences of prohibited behaviors, testing requirements and procedures, and effects of alcohol and drug use on an individual's health and work environment. Training for supervisors and managers responsible to determine reasonable suspicion of alcohol or drug use will include the provisions of this policy and related procedures and additional training about indicators of probable misuse of drugs.

### **Prohibited Behavior**

Employees are required to comply with federal and state law, which prohibit the following behaviors:

- Consuming alcohol and/or drugs while on duty.

- Operating a commercial vehicle within four hours after using alcohol. On-call employees who consume alcohol within four hours of being called in must acknowledge the use of alcohol and may not report for duty.
- Consuming alcohol within eight hours following an accident or until a post-accident alcohol test is given, whichever comes first.
- Reporting for duty or remaining on duty requiring performance of a safety-sensitive function while having an alcohol concentration of 0.04 or more.
- Refusing to submit to any drug or alcohol test required under this policy, which implements federal law requirements.
- Reporting for duty when using a controlled substance, except when the use is at the instruction of a physician who has advised the employee that the substance does not adversely affect their ability to safely operate a commercial motor vehicle. Employees who are taking a prescription or over-the-counter medication that may impair their ability to perform their duties safely and effectively must provide written notice from a licensed medical practitioner that the substance will not adversely affect the employee's ability to safely perform work. Failure to report the medical use of such drugs, or failure to provide proper evidence of medical authorization, may result in disciplinary action, including possible termination.

### Testing Procedures

The City is a member of the Association of Washington Cities Drug and Alcohol Testing Consortium, which administers this testing program. The Consortium contracts with a select clinic to conduct the testing services, provide the testing laboratory services, arrange the testing collection sites, and provide the medical review officer functions. The services of a substance abuse professional are available for employees with positive test results. All testing procedures and protocols will be in accordance with federal regulations. A description of the complete testing protocol is available from the Human Resources office.

### Testing

There are six circumstances in which this policy requires testing employees for drug or alcohol use.

- *Pre-employment*: Applicants applying for positions covered by this policy must pass a drug test as a post-offer condition of employment.
- *Random*: Employees are subject to random, unannounced alcohol and drug testing. Random selection of drivers will be made by a scientifically valid method, and each driver shall have an equal chance of being selected each time selections are made.
- *Reasonable Suspicion*: Employees shall submit to a drug and/or alcohol test when the City reasonably suspects that this policy may have been or is presently being violated. If a supervisor or manager reasonably suspects that an employee may be under the influence of or impaired by a substance, the employee shall be removed from duty

immediately, and may be required to undergo substance testing. Referrals for testing will be based on contemporaneous, articulable observations made by supervisory personnel who have received training concerning the signs and symptoms of drug and alcohol use.

Alcohol testing for reasonable suspicion may only be conducted just before, during, or after an employee performs a safety-sensitive function. If removed from duty based on reasonable suspicion of alcohol use, and an alcohol test is not administered within eight hours, the employee will not be allowed to perform or continue to perform covered functions until either an alcohol test is administered and the driver's breath alcohol concentration measures less than 0.02 or 24 hours have elapsed following the determination that there is reasonable suspicion to believe that the employee has violated this policy concerning the use of alcohol.

- *Post-Accident* : Following an accident (as defined in this policy) involving a commercial motor vehicle, the driver is required to submit to alcohol and drug tests when the driver receives a citation under state or local law for a moving traffic violation or where a fatality occurs as a result of the accident. Testing should occur as soon as possible but may not exceed eight hours after the accident for alcohol testing and 32 hours after the accident for drug testing. Drivers who are subject to post-accident testing must remain readily available for such testing and may not take any action to interfere with testing or the results of testing. Drivers who do not comply with post-accident testing requirements will be considered to have refused to submit to testing and will be subject to sanctions for refusal to test.
- *Return to Duty*: Employees who have violated this policy, including those who have tested positive on a drug or alcohol test, and who under the discipline policy are allowed to return to work, must test negative prior to being released for duty. Per 49 CFR 40.67(b), all employees who go for return-to-duty tests must have their collections observed.
- *Follow-up*: Employees who are referred for assistance related to alcohol misuse and/or use of drugs are subject to unannounced follow-up testing for a period not to exceed 60 months as directed by a Substance Abuse Professional and the City. The number and frequency of follow-up tests will be determined by the Substance Abuse Professional and the City, but will not be less than six tests in the first 12 months following employees' return to duty. Per 49 CFR 40.67(b), all employees who go for follow-up tests must have their collections observed.

Employees who test positive for drugs may request a second test of the remaining portion of the split sample within 72 hours of notification of a positive test result by the Medical Review Officer.

Alcohol concentration results of less than 0.02 are considered negative for purposes of this testing program. Pursuant to federal law, employees having a breath alcohol concentration of at least 0.02 but less than 0.04 shall be removed from duty requiring driving a commercial

motor vehicle for at least 24 hours, and employees having a breath alcohol concentration of 0.04 or more shall be removed from duty requiring driving a commercial motor vehicle for at least 60 consecutive days.

All tests for which the result is negative but dilute the employee will be sent back to the lab immediately when the result is received. If the result is negative dilute again then the test would be treated as a negative.

## Definitions

The following are definitions of some key words in this policy.

- Accident: An occurrence involving a commercial motor vehicle on a public road which results in: (1) a fatality, (2) bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident, or (3) one or more motor vehicles incurring disabling damage requiring the vehicle to be transported away from the scene by a tow truck or other vehicle.
- Driver: Employees whose positions may involve driving a commercial motor vehicle and that require the possession of a commercial driver's license.
- Commercial Motor Vehicle: A vehicle that either: (1) has a gross vehicle weight of over 26,000 pounds (including combined weight if towed unit weighs over 10,000 pounds), (2) is designed to transport 16 or more persons, including the driver, or (3) is used to transport hazardous materials.
- Drugs: Marijuana, cocaine, opiates, phencyclidine, and amphetamines.
- Medical Review Officer (MRO): Licensed physician responsible for receiving and interpreting laboratory results from the urine drug tests.
- Safety-sensitive Position: Positions associated with the driving of commercial motor vehicles.
- Performance of a Safety-sensitive function: –Encompasses all time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Safety-sensitive functions shall include: (1) All time at an employer or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer; (2) All time inspecting equipment as required by §§392.7 and 392.8 of this subchapter or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time; (3) All time spent at the driving controls of a commercial motor vehicle in operation; (4) All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth; (5) All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and (6) All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.



- Substance Abuse Professional (SAP): Licensed physician, licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and drug-related disorders. The SAP is responsible for evaluating employees with positive test results.

### **Refusing to Submit to a Required Test**

Employees shall not refuse to submit to an alcohol or drug test as directed under this policy. Refusing to submit to a required test is considered the same as a positive test result. Refusing to submit to a required test includes, but is not limited to, the following actions.

- Leaving the scene of an accident without a valid reason before the tests have been conducted.
- Failing to immediately report to the collection site.
- Failing to remain at the collection site until the process is complete.
- Failing to provide sufficient quantities of breath, saliva, or urine for testing without a valid medical explanation.
- Failure to permit a monitored or observed urine collection.
- Interfering with the collection procedure.
- Tampering with or attempting to adulterate the specimen.
- Having a test result reported by the MRO as adulterated or substituted.

### **Disciplinary Action**

Employees will be subject to appropriate disciplinary action, up to and including termination, if they test positive for drug or alcohol use or engage in prohibited behaviors as described in this policy. Employees will be advised of resources available to them to evaluate or resolve problems associated with drug use or alcohol misuse, regardless of disciplinary actions taken.

Even if employees are not terminated for violations of this policy, they will immediately be removed from duties requiring driving a commercial motor vehicle. They will not be permitted to return to work unless they have been evaluated by a qualified SAP, followed the rehabilitation prescribed, and they have a verified negative result on a return-to-duty alcohol and/or drug test.

Upon completion of a recommended rehabilitation program and successful return to work, employees will be subject to follow-up random testing for up to 60 months as recommended by the SAP and the City, with a minimum of six such unscheduled tests within the first twelve months of returning to duty.

### **Employee Assistance Program**

The City supports employees who voluntarily seek treatment for alcohol or drug abuse. Employees are encouraged to seek treatment voluntarily and to use the employee assistance program. Employees who notify the City of alcohol or drug abuse problems will be given the assistance extended to employees with any other illness. Sick leave, vacation leave, or leave of absence without pay may be granted for treatment and rehabilitation as in other illnesses. Insurance coverage for treatment is provided to the extent of individual coverage.

Participation in drug and alcohol abuse programs, however, may not interfere with the tests required by these rules. For example, drivers may not identify themselves as unfit to drive after having been notified of a random or reasonable suspicion test and expect to avoid the consequences for a positive test or a refusal to test. Also, voluntarily seeking assistance does not excuse any failure to comply with all of the provisions of this policy or other City policies.

## **12.7 WORKPLACE VIOLENCE**

The City of Marysville strives to provide employees a safe and secure environment that is free from violence. The City does not tolerate workplace violence committed by or against employees, and any form of workplace violence will be acted upon immediately.

### **Threat of Immediate Danger**

If employees or anyone else in the workplace are in immediate danger, they should move out of danger, call 911 immediately, and inform a supervisor or manager as soon as possible. If employees confront or encounter an armed or dangerous person, they should not attempt to challenge or disarm the individual (unless the employee is a law enforcement officer acting in his/her official capacity). Employees should remain calm, make constant eye contact, and talk to the individual. If a supervisor can be safely notified of the need for assistance without endangering the safety of employees or others, such notice should be given. Otherwise, employees should cooperate and follow the instructions given.

Employees who believe that they or anyone else in the workplace may be a target for workplace violence must inform a supervisor as soon as possible. All reports of violence or suspicion of violent behavior will be taken seriously, handled in a confidential manner, and information will be released on a need-to-know basis.

### **Prohibited Conduct**

City employees are prohibited from engaging in any violent behavior towards others, with the exception of law enforcement officers who are acting in an official capacity. Prohibited conduct can include oral or written statements, gestures, or expressions that communicate in a direct or indirect manner an intent to engage in any of the conduct described below.

The following list of prohibited behaviors is not exclusive.

- Causing physical injury to another person.
- Making threatening remarks.
- Showing aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another individual to emotional distress.
- Intentionally damaging City property or property of another employee.
- Possessing a weapon while on City property or while on City business, except people engaged in law enforcement, military activities sponsored by the federal or state government, or anyone else who must carry a concealed weapon as part of their job duties.
- Intimidating or verbally or physically abusing another person.
- Committing acts motivated by or related to domestic violence.

## Reporting Procedures and Enforcement

Employees who witness or are involved in a workplace violence situation must have as their first priority their own safety and the safety of those around them. The following procedures should be followed to the extent possible consistent with this goal.

- Employees must report potentially dangerous situations immediately. Employees who are subject to or observe violent behavior or threat of violent behavior, a firearm or other weapon, or other situation that appears to be potentially dangerous, must immediately report the action to their supervisor, manager, department director, or the Human Resources office. If the conduct involves the employee's supervisor or manager, then the employee must report the incident to another supervisor, manager, or Human Resources office.
- Employees who have obtained restraining or no contact orders against another person are to report this information to their supervisor, manager, department head, or the Human Resources office.
- Supervisors, managers, department directors, or the Human Resources staff will take immediate action to resolve workplace violence incidents. Reports of violence will be evaluated immediately and confidentially.
- The Human Resources staff will assist supervisors, managers, and department directors in investigating and preparing documentation for action concerning an incident of violent behavior. In some cases, a referral to the employee assistance program may also be appropriate. Employees who have information related to the investigation are required to participate, and failure to do so is cause for disciplinary action.
- Retaliation or attempted retaliation is a violation of this policy and is cause for disciplinary action up to and including termination. Acts of retaliation should be reported to department directors or the Human Resources Director.

Threats, threatening conduct, or other acts of aggression or violence in the workplace will not be tolerated. Employees who violate this policy will be subject to disciplinary action up to and including termination. Nonemployees engaged in violent acts on City premises will be reported to the proper authorities and fully prosecuted.

## **Section 13. OTHER PERSONNEL POLICIES AND PROGRAMS**

### **13.1 TRAVEL EXPENSES**

Officers and employees of the City will be reimbursed for expenses incurred on behalf of the City during the performance of official duties as allowed by the Marysville Municipal Code. The City does not reimburse or compensate employees for time or expenses incurred in commuting to or from employees' homes to their workplaces.

### **13.2 EMPLOYEE APPRECIATION AND RECOGNITION**

The City of Marysville recognizes that its employees are its most important asset and resource for providing high quality public services to the citizens of Marysville. The City appreciates and recognizes the value of exceptional employee performance that contributes to improved service, quality, productivity, and/or employee actions that are beneficial to the community. The City also recognizes the tradition of hard and often exemplary work and dedication to public service among its employees. The employee appreciation and recognition program provides a means of honoring employees, both individuals and teams, for years of service, exceptional performance, and behavior both in the workplace and community.

Employees, managers, and citizens may nominate an employee (or group of employees) for recognition at any time. Nominations for awards will be made public. Written nominations, stating the positive contribution(s) of the employee are submitted to department directors. Department directors present and discuss nominations with the Selection Committee. The Selection Committee—comprised of City employees representing several departments, varying levels of the organization, and both represented and non-represented employees—reviews the nominations and makes recommendations to the CAO for consideration and action. The Mayor and CAO make final decisions to recognize employees under this program.

Awards are usually presented at department staff meetings and/or City Council meetings. City employees and City Councilmembers will be invited to attend appreciation or award events at the City's expense. Employees' spouses, guests, and interested citizens will be invited to attend at their own expense. Awards recipients will be announced, and award presentations will be publicized.

The Mayor and CAO may, at their discretion, present individual employees with a gift or gift certificate or a group of employees with a group-oriented recognition such as a pizza lunch or ice cream feed.

This program is designed to recognize a wide variety of employee achievements, employee team efforts, and contributions made by individuals to the successful operation of City services. Individuals and teams are eligible to receive recognition in the following categories. Other

categories of awards may be added or eliminated as deemed appropriate by the Selection Committee. The Selection Committee will determine and announce criteria for additional categories.

- *Recognition of Continuous Service*: Regular status employees will be recognized for their years of service for the City and receive a service award for completing 5, 10, 15, 20, 25, 30, 35, 40, and 45 years of service.
- *Recognition of Retirement*: An employee retiring from service with the City of Marysville may receive this award.
- *Safety Award*: Employees may be recognized for excellent safety records and/or acts that result in an improved City safety program.
- *Excellence in Public Service*:
  - Extraordinary effort and/or continuous excellence in service to the public.
  - Implementation of innovative and practical new work methods, programs, or cost-saving solutions that have a substantial impact on improving service and efficiency.
  - Outstanding professionalism and competence in completion or implementation of a project with significant benefit to the community or City.
  - Consistent and outstanding performance at work (that is, employee regularly finds “better-ways-to-do-it,” is a problem solver, expediter, assists others do their jobs better, or serves as mentor, teacher, or role model for others).
  - Exceptional community volunteerism with a positive impact on the lives of others.
  - Heroism in response to an emergency situation.
  - Other meritorious performance or actions of a similar nature.

The employee appreciation and recognition program is funded in the budget for human resources programs, and all City expenditures for employee appreciation and recognition activities must come from funds appropriated in the current budget. Purchases and all other related accounting activities must comply with applicable City procedures for City-funded activities.

### Revision History

Revision date: 10/13/14

Last revised: 10/xx/19


Approved by: Marysville City Council

# *Index #10*

## CITY OF MARYSVILLE AGENDA BILL

### EXECUTIVE SUMMARY FOR ACTION

**CITY COUNCIL MEETING DATE: June 28, 2021**

<b>AGENDA ITEM:</b>	
SmartCap Building B – Temporary Construction and Permanent Emergency Access Easement PA21005	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Chris Holland, Planning Manager	
<b>DEPARTMENT:</b>	
Community Development	
<b>ATTACHMENT:</b>	
<ol style="list-style-type: none"> <li>1. Preliminary Site Plan</li> <li>2. City owned parcel map</li> <li>3. Engineering Design and Development Standards Standard Plan 3-202-002</li> <li>4. Temporary Construction Easement</li> <li>5. Permanent Emergency Access Easement</li> </ol>	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
<b>SUMMARY:</b>	

SmartCap is proposing construction of a new 68,425 SF industrial distribution building located on the southeast corner of 152<sup>nd</sup> Street NE & 40<sup>th</sup> Avenue NE (APN 31053300203300). SmartCap has requested the City grant a temporary construction easement and permanent emergency access easement over City owned property located between SmartCap Buildings A & B. Specifically, in order to meet Building and Fire codes SmartCap Building B would need to obtain a permanent emergency access easement over the city owned parcel (APN 31053300206300).

The City's parcel contains the stormwater conveyance line to the regional stormwater ponds. If City Council agrees in granting both a temporary construction easement and a permanent emergency access easement over the city owned parcel, the Public Works Department recommends the following conditions of approval:

1. The existing bollards adjacent to 152<sup>nd</sup> Street NE right-of-way shall be retained or replaced in-kind, to avoid the potential for access to the SmartCap parcel via 152<sup>nd</sup> Street NE.
2. Bollards shall be installed at the north and south end of the proposed parking areas in order to prevent vehicular access to the city parcel via the SmartCap site.
3. The proposed easement area of the City parcel shall be paved in accordance with Marysville Engineering Design and Development Standards Standard Plan 3-202-002. Existing catch basin lids shall be raised to be flush with the pavement.

**RECOMMENDED ACTION:**

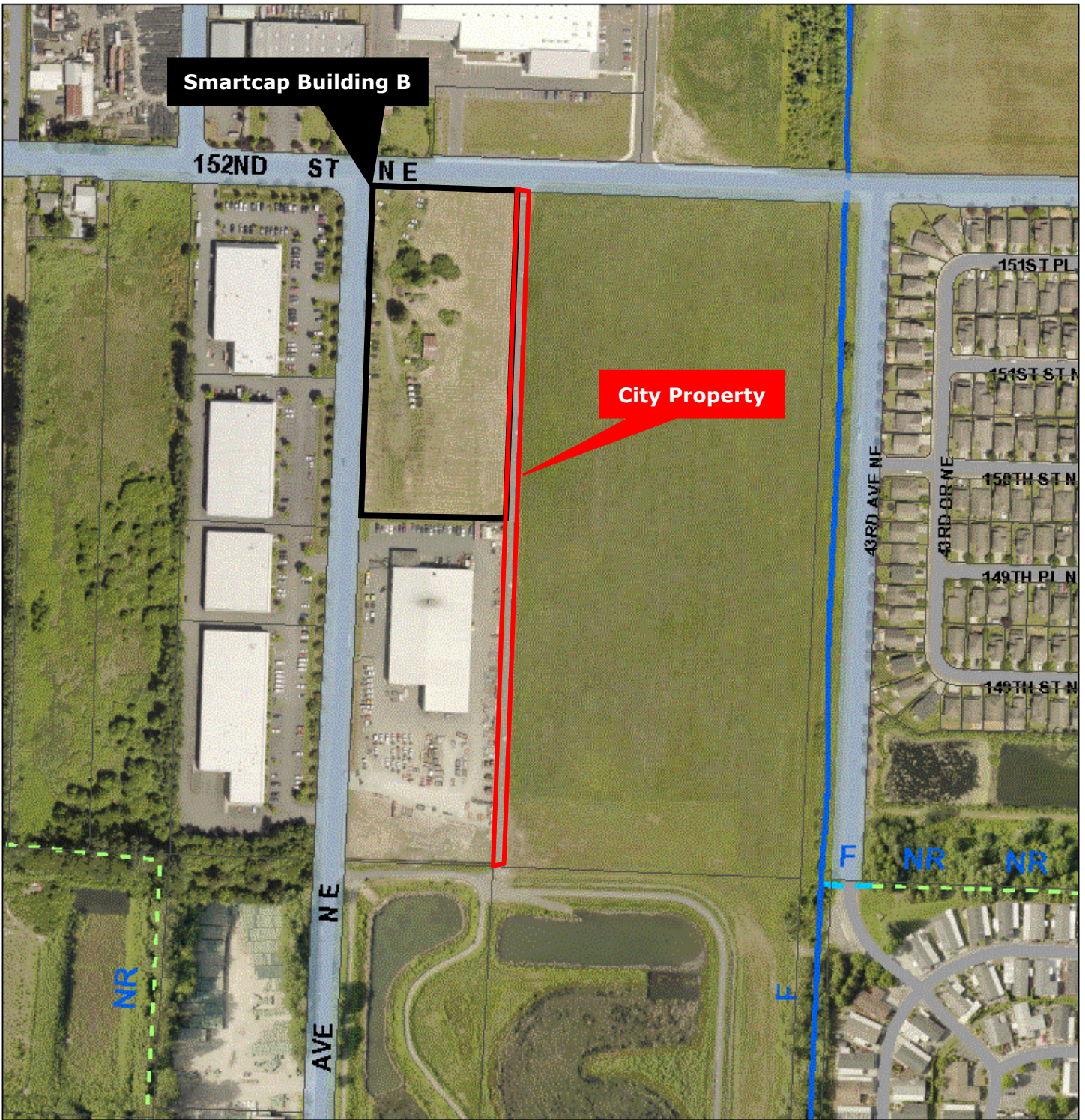
Staff recommends Council authorize the Mayor to sign the Temporary Construction Easement and Permanent Emergency Access Easement and record with the Snohomish County Auditor.

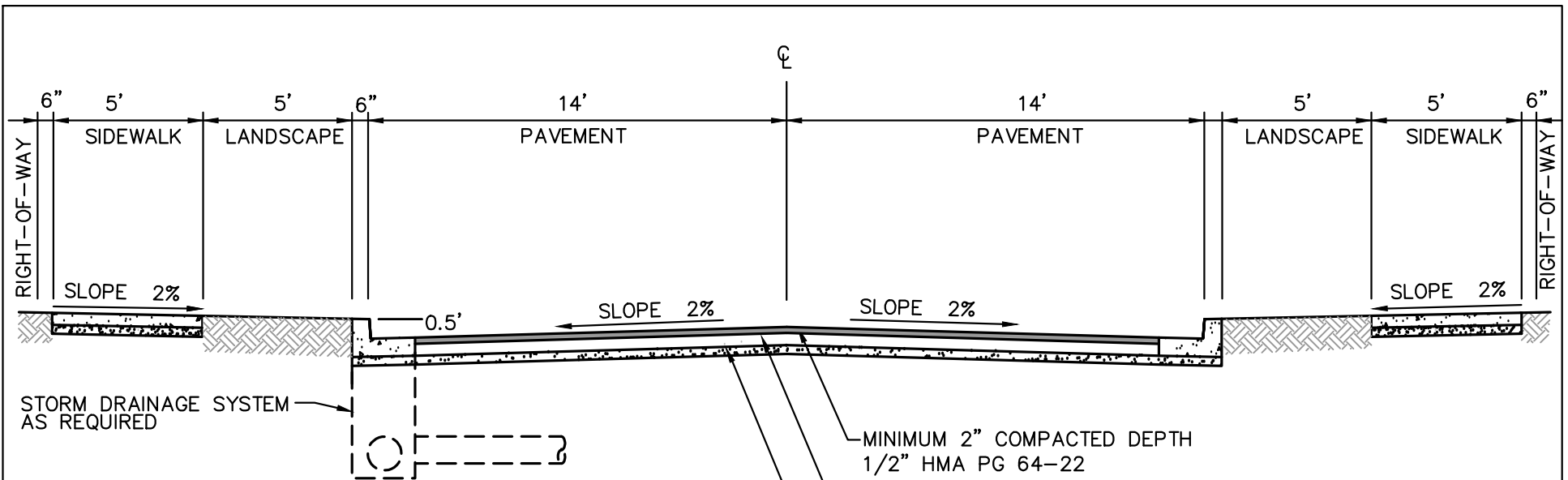
**RECOMMENDED MOTION:**

I move to authorize the Mayor to sign the Temporary Construction Easement and Permanent Emergency Access Easement and record with the Snohomish County Auditor.









**NOTES:**

1. CURB & GUTTER SHALL BE CEMENT CONCRETE BARRIER CURB & GUTTER PER SECTION 3-514.
2. CURB AND SIDEWALK JOINTS AS PER MARYSVILLE SECTION 3-515.
3. STREET LIGHTING SHALL BE DETERMINED BY LOCATION AS PER MARYSVILLE SECTION 3-506.
4. THIS DRAWING ILLUSTRATES A MINIMUM ASPHALT CONCRETE ROAD SECTION. ACTUAL SURFACING DESIGN FOR ARTERIALS AND COMMERCIAL ACCESS STREETS SHALL BE BASED ON SOILS AND TRAFFIC ANALYSIS.
5. THIS DRAWING ILLUSTRATES A MINIMUM ASPHALT CONCRETE ROAD SECTION. DESIGN FOR RESIDENTIAL ACCESS STREETS SHALL BE IN ACCORDANCE WITH SECS. 3-401 AND 3-402. ADDITIONAL SUBGRADE TREATMENT MAY BE REQUIRED DEPENDING ON SOIL CONDITIONS.
6. THE RIGHT-OF-WAY WIDTH SHALL BE WIDENED AN ADDITIONAL 5 FT MIN FOR PLACEMENT OF FIRE HYDRANT AND MAILBOX CLUSTER INSTALLATION.
7. DRAINAGE REQUIRED BEHIND WALK IN CUT AREAS.
8. REVERSE SLOPE SIDEWALKS ARE ALLOWED SUBJECT TO PLAN REVIEW.

- MINIMUM 2" COMPACTED DEPTH 1/2" HMA PG 64-22
- MINIMUM 4" COMPACTED DEPTH ASPHALT TREATED BASE (A.T.B.)
- 3" COMPACTED DEPTH CRUSHED SURFACING BASE COURSE

APPROVED BY

12/28/16

MARYSVILLE CITY ENGINEER

DATE



**LOCAL ACCESS STREET  
50' RIGHT-OF-WAY  
COMBINED CURB, GUTTER  
& SIDEWALK**

RECORDED AT THE REQUEST OF  
AND AFTER RECORDING RETURN TO:

FOSTER GARVEY P.C.  
1111 Third Avenue, Suite 3000  
Seattle, Washington 98101  
Attention: Bryan Helfer

**TEMPORARY CONSTRUCTION AGREEMENT**

GRANTOR: **City of Marysville,**  
a Washington municipal corporation

GRANTEE: **SMARTCAP DC North B QOZB LLC,**  
a Washington limited liability company

ABBREVIATED LEGAL DESCRIPTION: N/A  
Complete legal description on Exhibit A.

PTN SEC 33 TWP 31N RGE 5E SE QTR NW QTR,  
SNOHOMISH COUNTY

ASSESSOR'S TAX PARCEL ID NOs.: Complete legal description on Exhibit B.  
31053300206300; 31053300203300

## TEMPORARY ACCESS AND CONSTRUCTION EASEMENT

THIS TEMPORARY ACCESS AND CONSTRUCTION EASEMENT (the “**Agreement**”) is made as of this \_\_\_\_ day of \_\_\_\_\_ 2021 (the “**Effective Date**”), by and between the CITY OF MARYSVILLE, Washington municipal corporation (“**City**” or “**Grantor**”), and SMARTCAP DC NORTH B QOZB LLC, a Washington limited liability company (“**Grantee**”).

### RECITALS

A. City is the fee simple owner of a certain parcel of real property located in Marysville, Washington and legally described in Exhibit A attached hereto and incorporated herein by reference (the “**Grantor Parcel**”).

B. Grantee is the fee simple owner of a certain parcel of real property located in Marysville, Washington and legally described in Exhibit B attached hereto and incorporated herein by reference (“the **Grantee Parcel**”), which parcel is adjacent to the west of Grantor Parcel. The Grantor Parcel and the Grantee Parcel are occasionally referred to herein collectively as the “**Parcels.**”

C. Grantee intends to construct new improvements on the Grantee Parcel, including, but not limited to, an office and warehouse building consisting of approximately 68,425 square feet, related parking and other improvements (“**Grantee’s Project**”). Grantee desires access to the Grantee Parcel over the Grantor Parcel in connection with Grantee’s Project and its application for the temporary and permanent use of the Grantee Parcel.

D. City has requested that Grantee enter into this Agreement whereby the City, as Grantor, conveys to Grantee certain temporary easements and rights benefitting the Grantee Parcel as described herein.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the parties incorporate the Recitals herein and further agree as follows:

1. Temporary Construction Easement.

(a) Grant of Temporary Construction Easement. Grantor hereby grants and conveys to Grantee and Grantee’s successors and assigns, for the benefit of the Grantee Parcel and for the purposes set forth in Section 2(b) below, a temporary, non-exclusive easement (the “**Temporary Construction Easement**”) over, along, in, upon, under and through a portion of the Grantor Parcel identified as the “Temporary Construction Easement” in Exhibit C attached hereto and by this reference incorporated herein.

(b) Use of Construction Easement Areas. For the duration of the Temporary Construction Easement, Grantee, and all persons who now or hereafter own or hold a fee interest in all or any portion of the Grantee Parcel, may enter and use the Temporary Construction Easement as may be necessary for construction of Grantee’s Project and the installation and construction of related improvements on the Grantee Parcel. This right of access includes vehicular and pedestrian ingress and egress, and for the parking of vehicles and equipment and supplies, in connection with the construction of improvements on the Grantee Parcel. All construction work shall be at the sole cost and expense of the owner of the Grantee Parcel.

(c) Restoration. Prior to the termination of the Temporary Construction Easement, Grantee shall restore and improve the Grantor Parcel to a condition equal to or better than the condition which existed immediately prior to the Effective Date. Grantee's restoration obligations shall include paving a portion of the Grantor Parcel to provide permanent emergency access from the 152nd right of way to adjacent property owned by City and Grantee respectively ("**Grantee's Restoration Work**"). Such paving shall be constructed in accordance with Marysville Engineering Design and Development Standards Standard Plan 3-202-002.

3. No Liens. Grantee will not permit any mechanic's lien, materialmen's lien, or other lien of any kind on the Grantor Parcel by anyone claiming by reason of any act or omission of Grantee and its permittees.

4. Duration of Easement. The Temporary Construction Easement shall terminate and be of no further force or effect on the earlier of: (a) the date upon which the construction of Grantee's Project on the Grantee Parcel is completed, Grantee has completed Grantee's Restoration Work, and City and any other applicable governmental authority having jurisdiction over the Property has approved and accepted the same in all regards; or (b) five (5) years from the date of the City granting Administrative Site Plan Approval. While the rights under this Agreement shall automatically terminate as provided herein, at the request of the Grantor, the parties shall enter into and record an appropriate instrument memorializing such termination.

5. Indemnification. The Grantee shall defend, indemnify, and save the Grantor harmless from any and all claims and causes of action suffered by any person, persons or property by reason of, arising out of, or resulting from the use of the Temporary Construction Easement by Grantee, its successors and assigns.

6. Attorney Fees and Costs. In the event a suit, action, arbitration or other proceeding of any nature whatsoever, including, without limitation, any proceeding under the US Bankruptcy Code, is instituted to interpret or enforce any provisions of this Agreement, or with respect to any dispute relating to this Agreement, the substantially prevailing party shall be entitled to recover from the losing party reasonable attorneys' fees as determined by the judge or arbitrator at trial or arbitration, as the case may be.

7. Governing Law; Venue. The interpretation and performance of this Agreement shall be governed by the laws of the State of Washington, with venue in Snohomish County, Washington.

8. Rights Run With Land. It is the intent of the parties that, during the term hereof, this Agreement shall run with the land described herein, and shall be binding upon the parties and their respective successors, and assigns. This Agreement and the rights and obligations arising hereunder shall be deemed appurtenant to the Parcels. Grantor warrants and covenants that Grantor is the fee simple owner of the Grantor Parcel and the Construction Easement Areas and has all right, title and authority to grant the easements granted hereunder.

9. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties and supersedes any prior agreements, arrangements, and understandings relating to the subject matter of this Agreement. This Agreement may be amended only in writing signed by the parties hereto.

10. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed and original, but all of which together shall constitute one and the same instrument.

*[Signature page follows]*

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year first above written.

GRANTOR:

GRANTEE:

CITY OF MARYSVILLE,  
a Washington municipal corporation

SMARTCAP DC NORTH B QOZB LLC,  
a Washington limited liability company

By \_\_\_\_\_

By \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF WASHINGTON

COUNTY OF SNOHOMISH

ss.

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it on behalf of the City of Marysville.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,  
residing at \_\_\_\_\_

My appointment expires \_\_\_\_\_

[Signatures continue on next page]

STATE OF WASHINGTON

ss.

COUNTY OF KING

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of The SmartCap Group, Inc., a Washington corporation, the Manager of SMARTCAP DC North B QOZB LLC, a Washington limited liability company, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,  
residing at \_\_\_\_\_

My appointment expires \_\_\_\_\_



**EXHIBIT A**

## Legal Description

Section 33 Township 31 Range 05 Quarter NW WLY 20 FT FDP AS MEAS AT R/A'S TO W BOUND  
THOF E1/2 SE1/4 NW1/4 LESS ESE FOR DITCH DD NO 5 AF NO. 236006 PER SCC 04-2-10056-7  
REC AFN 200406090082

**EXHIBIT B**

## Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SNOHOMISH, STATE OF WA, AND IS DESCRIBED AS FOLLOWS:

A PORTION OF THE NORTHEAST QUARTER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33;

THENCE NORTH 89°34'16" EAST ALONG THE 1/16 LINE 358.73 FEET TO THE EAST LINE OF 40TH AVENUE NORTHEAST AND POINT OF BEGINNING;

THENCE SOUTH 0°14'50" WEST ALONG SAID EAST LINE 670.22 FEET;

THENCE NORTH 89°41'21" EAST 284.48 FEET TO THE EAST LINE OF THE WEST HALF OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER;

THENCE NORTH 0°14'50" WEST ALONG SAID EAST LINE OF WEST HALF 670.87 FEET TO 1/16 LINE;

THENCE SOUTH 89°34'16" WEST ALONG 1/16 LINE 278.73 FEET TO POINT OF BEGINNING;

EXCEPT COUNTY ROAD ON NORTH SIDE.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

31053300203300

**EXHIBIT C-1**

Legal Description of Temporary Construction Easement

TEMPORARY CONSTRUCTION EASEMENT

(LEGAL DESCRIPTION)

THE NORTH HALF OF THE EAST 20.00 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M

EXCEPT COUNTY ROAD (152ND ST NE)

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

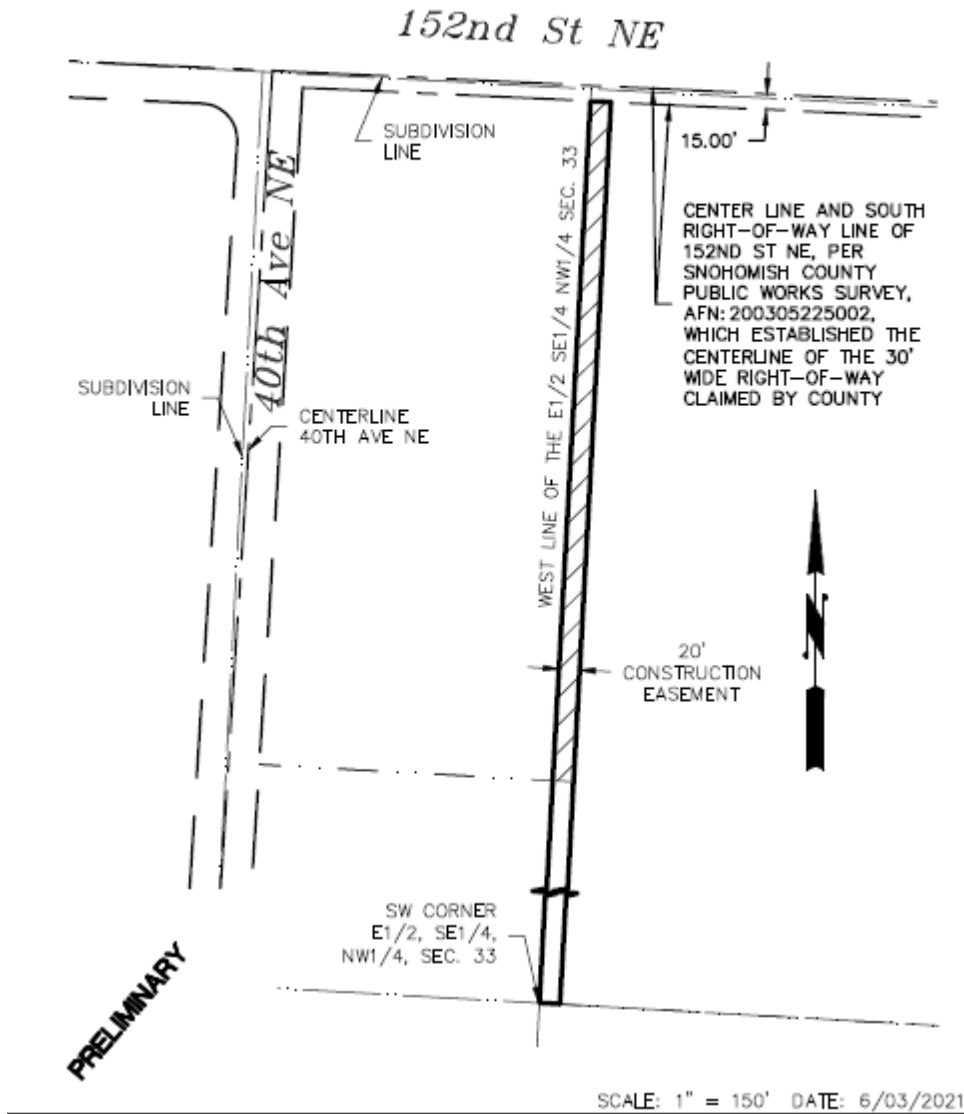
(CONTAINING APPROXIMATELY 13,187 SQ. FT.)

BENCHMARK SURVEYING LLC  
SMARTCAP DC NORTH – 152ND St NE  
6/03/2021

### EXHIBIT C-2

Depiction of Temporary Construction Easement

TEMPORARY CONSTRUCTION EASEMENT



RECORDED AT THE REQUEST OF  
AND AFTER RECORDING RETURN TO:

FOSTER GARVEY P.C.  
1111 Third Avenue, Suite 3000  
Seattle, Washington 98101  
Attention: Bryan Helfer

**PERMANENT EMERGENCY ACCESS EASEMENT AGREEMENT**

GRANTOR:	<b>City of Marysville,</b> a Washington municipal corporation
GRANTEE:	<b>SMARTCAP DC North B QOZB LLC,</b> a Washington limited liability company
ABBREVIATED LEGAL DESCRIPTION:	N/A  Complete legal description on <u>Exhibit A.</u>  PTN SEC 33 TWP 31N RGE 5E SE QTR NW QTR, SNOHOMISH COUNTY  Complete legal description on <u>Exhibit B.</u>
ASSESSOR'S TAX PARCEL ID NOs.:	31053300206300; 31053300203300

## PERMANENT EMERGENCY ACCESS EASEMENT

THIS PERMANENT EMERGENCY ACCESS EASEMENT (the “**Agreement**”) is made as of this \_\_\_\_ day of \_\_\_\_\_ 2021 (the “**Effective Date**”), by and between the CITY OF MARYSVILLE, Washington municipal corporation (“**City**” or “**Grantor**”), and SMARTCAP DC NORTH B QOZB LLC, a Washington limited liability company (“**Grantee**”).

### RECITALS

A. City is the fee simple owner of a certain parcel of real property located in Marysville, Washington and legally described in Exhibit A attached hereto and incorporated herein by reference (the “**Grantor Parcel**”).

B. Grantee is the fee simple owner of a certain parcel of real property located in Marysville, Washington and legally described in Exhibit B attached hereto and incorporated herein by reference (“the **Grantee Parcel**”), which parcel is adjacent to the west of Grantor Parcel. The Grantor Parcel and the Grantee Parcel are occasionally referred to herein collectively as the “**Parcels**.”

C. Grantee intends to construct certain new improvements on the Grantee Parcel including, but not limited to, an office and warehouse building consisting of approximately 68,425 square feet, related parking and other improvements (“**Grantee’s Project**”).

D. Simultaneous with the execution of this Agreement and in connection with Grantee’s application to the City, City has requested that the parties execute a temporary construction easement whereby, after the completion of Grantee’s work (“**Temporary Construction Easement**”), Grantee agreed to restore the Grantor Parcel and pave a portion of the Grantor Parcel (“**Grantee Work**”).

E. After Grantee’s completion of the Grantee Work, Grantee desires to acquire and Grantor desires to convey an easement for emergency vehicle access on, over, and through the Grantor Parcel to serve the Grantee Parcel as required by a condition of development approval imposed on the Grantee Property by the City.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the parties incorporate the Recitals herein and further agree as follows:

1. Permanent Emergency Access Easement.

(a) Grant of Emergency Access Easement. Grantor hereby grants and conveys to Grantee and Grantee’s successors and assigns, for the benefit of the Grantee Parcel, a 20-foot wide permanent non-exclusive easement herein (the “**Emergency Access Easement**”) appurtenant on, over, and through that portion of the Grantor Parcel legally described Exhibit C-1 and on depicted on Exhibit C-2 attached hereto and by this reference incorporated herein (the “**Emergency Access Easement Area**”).

(b) Use of Emergency Access Easement Area. Grantee may use the Emergency Access Easement Area as a means of providing access to police, emergency medical, fire, and other emergency service personnel and providers (collectively, “**First Responders**”) to obtain access to the Grantee Parcel.

2. Maintenance and Repair.

(a) Pursuant to a temporary construction easement to be recorded concurrent with this instrument, the Grantee shall pave the Emergency Access Easement Area. Upon Grantor's acceptance of Grantee's paving work, the Grantor shall be responsible for the upkeep and maintenance of the Emergency Access Easement Area on the property at Grantor's sole cost and expense. Such upkeep, maintenance and installation shall be consistent with prudent maintenance standards, and such upkeep, maintenance and installation shall be conducted from time to time as reasonably necessary. All such access and related upkeep, maintenance and installation activities shall be performed so as not to interfere with Grantee's use and operation of the Grantee Parcel and Emergency Access Easement Area (other than minor interference that is reasonable and immaterial to the other Grantee's use and operations).

3. Indemnification. The Grantee shall defend, indemnify, and hold the Grantor (and all of Grantor's officers, officials, employees, and volunteers) harmless from any and all claims, injuries, damages, losses, or suits, including reasonable attorney's fees if any, arising out of the use of the Emergency Access Easement by the Grantee and/or Grantee's guests and invitees, except for injuries and damages caused by the negligence or willful misconduct of the Grantor.

4. Attorney Fees and Costs. In the event a suit, action, arbitration or other proceeding of any nature whatsoever, including, without limitation, any proceeding under the US Bankruptcy Code, is instituted to interpret or enforce any provisions of this Agreement, or with respect to any dispute relating to this Agreement, the substantially prevailing party shall be entitled to recover from the losing party reasonable attorneys' fees, as determined by the judge or arbitrator at trial or arbitration, as the case may be.

5. Governing Law; Venue. The interpretation and performance of this Agreement shall be governed by the laws of the State of Washington, with venue in Snohomish County, Washington.

6. Rights Run With Land. It is the intent of the parties that, during the term hereof, this Agreement shall run with the land described herein, and shall be binding upon the parties and their respective successors, and assigns. This Agreement and the rights and obligations arising hereunder shall be deemed appurtenant to the Parcels. Grantor warrants and covenants that Grantor is the fee simple owner of the Grantor Parcel which includes the Emergency Access Easement Area and has all right, title and authority to grant the easements granted hereunder.

7. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties and supersedes any prior agreements, arrangements, and understandings relating to the subject matter of this Agreement. This Agreement may be amended only in writing signed by the parties hereto.

8. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

*[Signature page follows]*

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year first above written.

GRANTOR:

GRANTEE:

CITY OF MARYSVILLE,  
a Washington municipal corporation

SMARTCAP DC NORTH B QOZB LLC,  
a Washington limited liability company

By \_\_\_\_\_

By \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF WASHINGTON

COUNTY OF SNOHOMISH

ss.

I certify that I know or have satisfactory evidence that [\_\_\_\_\_] is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it on behalf of the City of Marysville.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,  
residing at \_\_\_\_\_

My appointment expires \_\_\_\_\_

[Signatures continue on next page]



STATE OF WASHINGTON

ss.

COUNTY OF KING

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of The SmartCap Group, Inc., a Washington corporation, the Manager of SMARTCAP DC North B QOZB LLC, a Washington limited liability company, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,  
residing at \_\_\_\_\_

My appointment expires \_\_\_\_\_

**EXHIBIT A**

## Legal Description

Section 33 Township 31 Range 05 Quarter NW WLY 20 FT FDP AS MEAS AT R/A'S TO W BOUND  
THOF E1/2 SE1/4 NW1/4 LESS ESE FOR DITCH DD NO 5 AF NO. 236006 PER SCC 04-2-10056-7  
REC AFN 200406090082

**EXHIBIT B**

## Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SNOHOMISH, STATE OF WA, AND IS DESCRIBED AS FOLLOWS:

A PORTION OF THE NORTHEAST QUARTER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33;

THENCE NORTH 89°34'16" EAST ALONG THE 1/16 LINE 358.73 FEET TO THE EAST LINE OF 40TH AVENUE NORTHEAST AND POINT OF BEGINNING;

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EXCEPT COUNTY ROAD ON NORTH SIDE.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

31053300203300

**EXHIBIT C-1**

Legal Description of Emergency Access Easement Area

EMERGENCY ACCESS EASEMENT  
(LEGAL DESCRIPTION)

THE NORTH HALF OF THE EAST 20.00 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M

EXCEPT COUNTY ROAD (152ND ST NE),

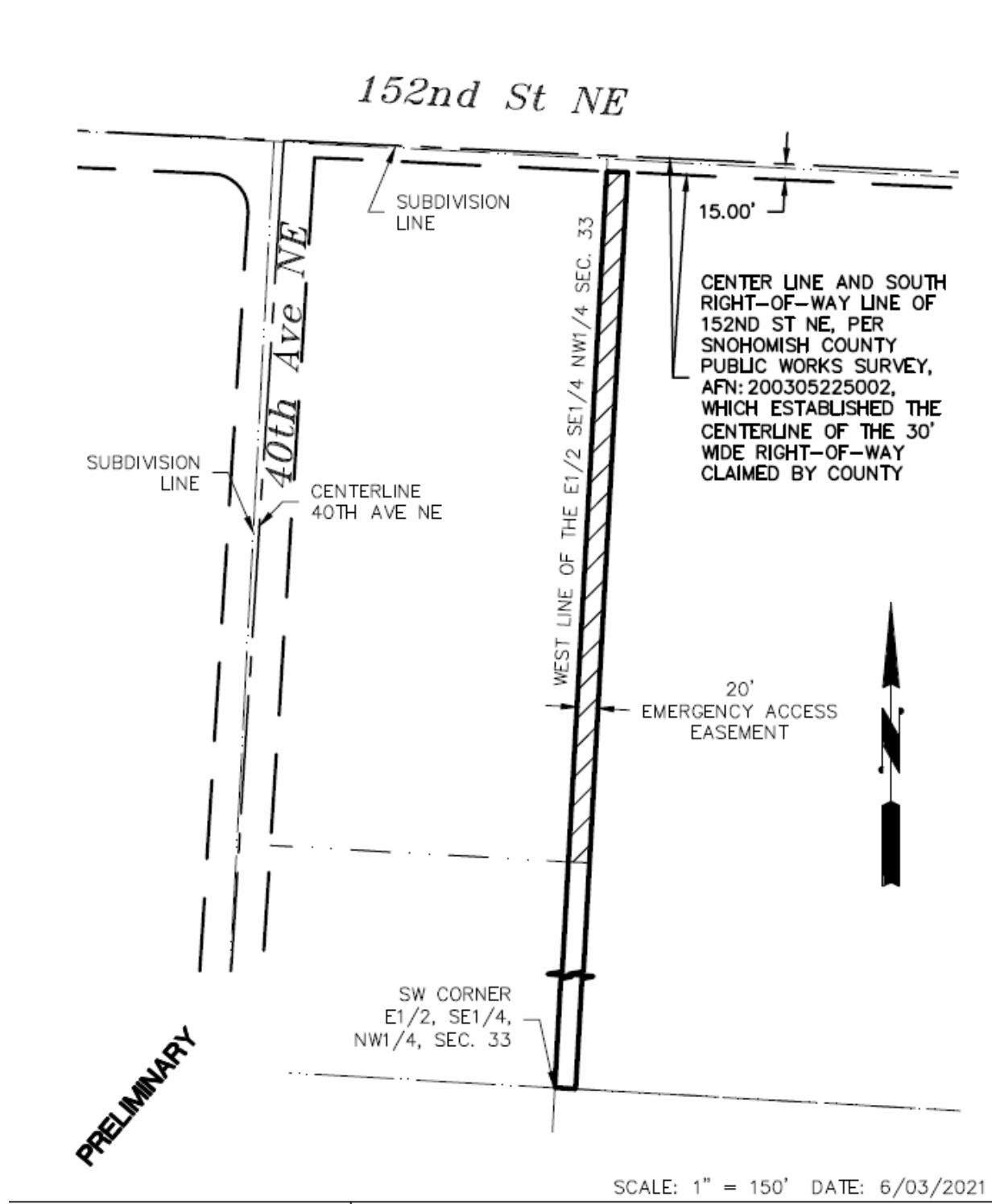
SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

(CONTAINING APPROXIMATELY 13,787 SQ. FT.)

BENCHMARK SURVEYING LLC  
SMARTCAP DC NORTH – 152ND St NE  
6/03/2021

### EXHIBIT C-2

Depiction of Emergency Access Easement Area



# *Index #11*

**CITY OF MARYSVILLE AGENDA BILL  
EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: June 28, 2021**

<b>AGENDA ITEM: Property/Cyber Insurance Renewal 2021-2022</b>	
<b>PREPARED BY: Diana Rose</b>	<b>DIRECTOR APPROVAL:</b>
<b>DEPARTMENT: Executive</b>	
<b>ATTACHMENTS:</b>	Alliant Property Insurance Program (APIP)
<b>BUDGET CODE:</b>	<b>AMOUNT: \$ 227,060.25</b>
<p><b>SUMMARY:</b> The city’s Property/Cyber insurance expires 6-30-2021. This is the proposed renewal for 2021-2022. This proposed renewal has a rate increase of 23%. This increase is the result of excessive cyber and property claims that are being received across the nation. Due to high increases in vehicle deductibles the city has decided to self-insure our vehicles while they are moving over the road. They will still have coverage while parked in our yard and lots.</p>	

**Year-over-Year Rate and Premium Comparison**

<b>City of Marysville</b>	<b>2020-2021 (at 10/29/2020)</b>	<b>2021-2022</b>	<b>Variance</b>
Total Insurable Values (TIV):	\$ 124,769,655	\$ 128,904,126	3.31%
Earthquake TIV:	Not Applicable	Not Applicable	N/A
Earthquake Limit:	Not Covered	Not Covered	N/A
*Property Annual Cost:	\$ 183,724.83	\$ 223,634.80	21.72%
Cyber Liability Annual Cost:	\$ 773.98	\$ 2,525.95	226.36%
Pollution Liability Annual Cost:	\$ 750.44	\$ 899.50	19.86%
Total Account Rate (\$/100):	0.1484730	0.1761466	18.64%
**Total Annual Cost:	\$ 185,249.25	\$ 227,060.25	22.57%

**RECOMMENDED ACTION:**  
Staff recommends that Council authorize the Mayor or sign and execute \_\_\_\_\_.

**RECOMMENDED MOTION:**  
I move to authorize the Mayor to sign and execute \_\_\_\_\_.



# City of Marysville

2021 – 2022

## Alliant Property Insurance Program (APIP)

Presented on June 7, 2021 by:

Brian White  
First Vice President

Jamie Arnoldi  
Account Manager



## ALLIANT PROPERTY INSURANCE PROGRAM (APIP)

July 1, 2021 – July 1, 2022

### EXECUTIVE SUMMARY

Attached please find the renewal summary of the Alliant Property Insurance Program (APIP) for the 2021-2022 period. An overview of the most significant issues are discussed here.

The challenging market conditions that began in 2018 have continued into the 2021 renewal. While we do believe the market may be close to peaking (assuming no major catastrophe events), the APIP renewal has proven difficult. While the market has not experienced a single catastrophe event on par with Hurricane Katrina in 2005 over the past few years, natural catastrophe losses such as Hurricanes Harvey, Irma and Maria in 2017, California Wildfires in 2018, 2019 and 2020, Winter Storm Uri in 2021, and the Coronavirus Pandemic are key drivers of continuing rate pressure. These catastrophes along with increased attritional losses resulted in another unprofitable year for most property insurers in 2020. Lack of profitability has resulted in carriers continuing to re-evaluate their books and seeking increased pricing and reduced terms and conditions. Those insureds that have significant shock loss(es) or persistent attritional losses will experience larger rate increases. In keeping with the programs' general history; however, we still expect overall rates to, in many cases, remain below that which can be achieved in the open market for similar coverage.

For the 2021/22 renewal, Lexington will provide the first \$25,000,000 of the program. Maximum program limits between \$800,000,000 and \$1,000,000,000 will be placed with worldwide markets rated at A.M. Best A- VII or higher. Insureds should note several key highlights for this year's renewal:

- Boiler & Machinery cover for participating insureds of the APIP Boiler Program will be maintained with Hartford Steam Boiler (HSB), who will also continue to perform required jurisdictional inspections.
- Cyber (Privacy Liability) Coverage for both 1st and 3rd parties from the Beazley Syndicate at Lloyd's, A.M. Best Rated A XV, (for those eligible insureds) with coverage as outlined on the following proposal will be provided. Additional excess options are available, if requested. The Cyber market has become extremely volatile in the past year primarily due to a pronounced increase in ransomware claims. Due to the difficulty of even maintaining Cyber coverage for many public entities, we believe the Cyber coverage provided by APIP represents one of the best values in the marketplace. **Please note claims reporting timeframe limitations for this coverage**
- Pollution Coverage for both 1<sup>st</sup> and 3<sup>rd</sup> parties from Ironshore Specialty Insurance Company, A.M. Best Rated A XV, (for those eligible insureds) with coverage as outlined on the following proposal will be provided. **Please note claims reporting timeframe limitations for this coverage**
- Vehicles/Contractor's Equipment – please note on the attached proposal whether the vehicle/contractors equipment valuation is Replacement Cost (new) or Actual Cash Value (ACV). If Replacement Cost (new) valuation is needed, the insured must submit a schedule of vehicles or a vehicle valuation reporting form (provided in the pre-renewal packet) and vehicles must be valued at today's Replacement Cost (new). If values are not reported at Replacement Cost (new), the vehicle/contractor's equipment valuation basis will be ACV

Alliant Business Services (ABS) continues to play a significant role not only in providing various types of loss control services, but also in providing appraisal services. For the program, property valuations continue to be a key focus. As a reminder, it is underwriters' intent to have all buildings with a scheduled value of \$5,000,000 or more appraised once every seven to ten years. This service is included in the total program cost. Insureds may also choose to have lower valued buildings appraised. The cost to have all, or specific buildings appraised that are valued on an insureds schedule between \$25,000 and \$5,000,000 will be quoted at the time the request is made.

**Please review important Disclosure and Loss Notification information included in your renewal materials. Your review and acknowledgement of these documents are required via your signature, once you authorize a request to bind coverage with your Alliant representative.**

**ALLIANT PROPERTY INSURANCE PROGRAM (APIP)**  
**July 1, 2021 – July 1, 2022**  
**EXECUTIVE SUMMARY**

The following table depicts key financial statistics relative to last year:

**Year-over-Year Rate and Premium Comparison**

<u>City of Marysville</u>	<u>2020-2021</u> <u>(at 10/29/2020)</u>	<u>2021-2022</u>	<u>Variance</u>
Total Insurable Values (TIV):	\$ 124,769,655	\$ 128,904,126	3.31%
Earthquake TIV:	Not Applicable	Not Applicable	N/A
Earthquake Limit:	Not Covered	Not Covered	N/A
*Property Annual Cost:	\$ 183,724.83	\$ 223,634.80	21.72%
Cyber Liability Annual Cost:	\$ 773.98	\$ 2,525.95	226.36%
Pollution Liability Annual Cost:	\$ 750.44	\$ 899.50	19.86%
Total Account Rate (\$/100):	0.1484730	0.1761466	18.64%
**Total Annual Cost:	\$ 185,249.25	\$ 227,060.25	22.57%

\*Property Annual Cost includes: all premiums (except Cyber Liability and Pollution Liability), underwriting fees, commissions, loss control expenses, program administration charges, and applicable taxes

\*\* Total Annual Cost includes: Property Annual Cost, Cyber Liability Annual Cost and Pollution Liability Annual Cost (except Cyber BBR option, if purchased).

The following pages are coverage items currently under review with the APIP markets to be effective on July 1, 2021. Cyber and Pollution Liability coverage items currently under review will be noted under these specific proposal documents.

Thank you for your continued support of APIP. We look forward to working with you this next year. Please let us know if you have any questions about your renewal.

**\*An Additional Premium of \$50,514.41 will be added to the Total Premium should you choose to include "Off Premises Coverage."**

**APIP SUMMARY OF PROPOSED SUB-LIMIT & DEDUCTIBLE CHANGES**

**BELOW IS A SUMMARY OF PROPOSED CHANGES FOR THE 2021-2022 POLICY PERIOD AS OF MAY 28, 2021**

Coverage	2020-2021 Sub-limit / Deductible	2021-2022 Sub-limit / Deductible	Status
Miscellaneous Unnamed Locations	\$25,000,000 Miscellaneous Unnamed Locations or existing Named Insured's excluding Earthquake coverage for Alaska and California locations. If Flood coverage is purchased for scheduled locations, this extension will extend to include Flood coverage for any location not situated in Flood Zones A or V.	\$25,000,000 Miscellaneous Unnamed Locations for <u>Named Insureds with total insurable values greater than or equal to \$500,000,000 at time of binding or \$10,000,000 Miscellaneous Unnamed Locations for Named Insureds with total insurance values less than \$500,000,000 at time of binding</u> for existing Named Insured's excluding Earthquake coverage for Alaska and California locations. If Flood coverage is purchased for scheduled locations, this extension will extend to include Flood coverage for any location not situated in Flood Zones A or V.  <u>Vacant and Unoccupied Buildings are sub-limited to \$10,000,000.</u>	As expiring except for vacant properties and Named Insureds with TIV < \$500M
Automatic Acquisition	\$25,000,000 Automatic Acquisition up to \$100,000,000 or a Named Insured's Policy Limit of Liability if less than \$100,000,000 for 120 days excluding licensed vehicles for which a sub-limit of \$10,000,000 applies per policy Automatic Acquisition and Reporting Condition.	\$25,000,000 Automatic Acquisition for Named Insureds <u>with total insurable values greater than or equal to \$500,000,000 at time of binding or \$10,000,000 Automatic Acquisition for Named Insureds with total insurable values less than \$500,000,000 at time of binding up to \$100,000,000 or a Named Insured's Policy Limit of Liability if less than \$100,000,000 for 120 days</u> excluding licensed vehicles for which a sub-limit of \$10,000,000 applies per policy Automatic Acquisition and Reporting Condition. <u>Vacant and Unoccupied Buildings are sub-limited to \$10,000,000.</u>	As expiring except for vacant properties and Named Insureds with TIV < \$500M
Money & Securities	\$2,500,000 Money and Securities for named perils only as referenced within the policy.	<u>\$500,000 Money and Securities for named perils only as referenced within the policy, however fraudulent impersonation fraudulent instruction or similar events are excluded.</u>	Reduced sub-limit
Accidental Contamination	\$250,000 Accidental Contamination per occurrence and annual aggregate per Named Insured with \$500,000 annual aggregate for all Named Insureds per Declaration.	\$250,000 Accidental Contamination per occurrence and annual aggregate per Named Insured with \$500,000 annual aggregate for all Named Insureds per Declaration. Coverage shall not attach or become <u>insurance upon any property which at the time of loss is more specifically described and covered under any other policy form until the liability of such other insurance has first been exhausted and shall then cover only the excess of value of such property over and above the amount payable under such other insurance, whether collectible or not.</u>	Clarification
Transit	\$25,000,000 Transit for Physical Damage and Business Interruption combined.	\$25,000,000 Transit Physical Damage only	Business Interruption excluded
Off Premises Vehicle Physical Damage Deductible	Deductibles varied by named insured	<i>For Insureds who purchase this coverage with replacement cost valuation, the following minimum deductibles apply:</i> <ul style="list-style-type: none"> <li>For vehicles with replacement cost value under \$250,000, \$25,000 deductible, except \$50,000 for all police vehicles;</li> <li>For vehicles with replacement cost value of \$250,000 to \$750,000, \$100,000 deductible;</li> <li>For vehicles with replacement cost value in excess of \$750,000, \$250,000 deductible</li> </ul> the stated deductible will apply to vehicle physical damage both on and off-premises on a per occurrence basis, unless otherwise stated.	Update

**APIP SUMMARY OF PROPOSED SUB-LIMIT & DEDUCTIBLE CHANGES**

**BELOW IS A SUMMARY OF PROPOSED CHANGES FOR THE 2021-2022 POLICY PERIOD AS OF MAY 28, 2021**

Coverage	2020-2021 Sub-limit / Deductible	2021-2022 Sub-limit / Deductible	Status
Course of Construction	\$25,000,000 Course of Construction and Additions (including new) for projects with completed values not exceeding the sub-limit shown.	\$25,000,000 Course of Construction and Additions (including new) for projects with completed values not exceeding the sub-limit shown. Projects valued greater than \$15,000,000 require underwriting approval and a premium charge.	Update

**KEY MASTER POLICY FORM PROPOSED CHANGES**

**PLEASE REFER TO THE RED LINE STRIKE OUT VERSION OF THE MASTER POLICY FOR FULL DETAILS**

Coverage	2020-2021	2021-2022	Status
Policy Period	July 1, 2020 to July 1, 2021	July 1, 2021 to July 1, 2022	Update
Section I, E., 2. k. Money and Securities	Money and Securities for Fire, Wind, Hail, Explosion, Smoke, Lightning, Riot, Civil Commotion, Impact by Aircraft or Objects falling there from, Impact by Vehicles, Water Damage and Theft (other than by an employee of the Named Insured(s)).	Money and Securities for Fire, Wind, Hail, Explosion, Smoke, Lightning, Riot, Civil Commotion, Impact by Aircraft or Objects falling there from, Impact by Vehicles, Water Damage and Theft (other than by an employee of the Named Insured(s)), <u>however fraudulent impersonation, fraudulent instruction or similar events are excluded.</u>	Clarification
Section II, B. 4. Off Premises Service Interruption	It is understood and agreed that coverage under this Policy is extended to include physical damage, business interruption loss and/or extra expense incurred and/or sustained by the Named Insured as a result of physical damage to or destruction of property, by the perils insured against occurring during the policy period of any suppliers furnishing <u>incoming electricity, fuel, gas, water, steam or refrigeration or outgoing sewerage, heat light, power, telephone or similar services to a Named Insured's premises.</u> The coverage provided by this clause is sub-limited to USD as per Declaration Page.	It is understood and agreed that coverage under this Policy is extended to include physical damage, business interruption loss and/or extra expense incurred and/or sustained by the Named Insured as a result of physical damage to or destruction of property, by the perils insured against occurring during the policy period of any suppliers furnishing (1.) Incoming electricity, fuel, gas, water, steam, or refrigeration; (2.) <u>Data, voice or video service;</u> or (3.) Outgoing sewerage to an Insured's Location.  The coverage provided by this clause is sub-limited to <u>USD as per Declaration Page</u>	Clarification
Section II, B. 8. Building Laws	See Red Line Strike Out of Master Policy Form for full wording.	The Building Law section has been deleted in its entirety. Coverage is provided under Increased Cost of Construction, Section II, B. 10.	Update
Section II, B. 19. Automatic Acquisition and Reporting Conditions	See Red Line Strike Out of Master Policy Form for full wording	<i>See Red Line Strike Out of Master Policy Form for full wording. Partial wording changes provided below.</i>  This Policy is automatically extended to insure additional property and/or interests as described in this Policy, which may be acquired or otherwise become at the risk of the Named Insured, during the policy period, within the United States of America, subject to the values of such additional property and/or interests not exceeding  a. <u>USD25,000,000 for Named Insureds with total insurable values greater than or equal to USD500,000,000 at time of binding;</u>  b. <u>USD10,000,000 for Named Insureds with total insurable values less than \$500,000,000 at time of binding.</u>  c. Named Insured's Policy Limit of Liability if less than USD25,000,000.	As expiring except for Named Insureds with TIV < \$500M

**KEY MASTER POLICY FORM PROPOSED CHANGES CONTINUED**  
**PLEASE REFER TO THE RED LINE STRIKE OUT VERSION OF THE MASTER POLICY FOR FULL DETAILS**

Coverage	2020-2021	2021-2022	Status
Section II, B. 20. Miscellaneous Unnamed Locations	Coverage is extended to include property at locations (including buildings or structures, owned, occupied or which the Named Insured is obligated to maintain insurance) located within the territorial limitations set by this Policy. Coverage provided by this clause is limited to any sub-limit noted on the Declaration Page attached to this form, and by terms and conditions of this policy form. This coverage extension does not apply to the peril of Earthquake Shock in the states of California, or Alaska. If Flood coverage is purchased for scheduled locations, this extension will extend to include Flood coverage for any location not situated in Flood Zones A or V.	Subject to the Miscellaneous Unnamed Locations sub-limit shown on the Declaration Page, this policy is extended to insure property of type not excluded located at Miscellaneous Unnamed Locations. Miscellaneous Unnamed Locations means a property that has not been included in the Schedule of Values on file with Alliant Insurance Services, Inc. as may be required in the Policy provisions elsewhere.  There is no coverage under this paragraph for loss or damage which is covered under the Errors and Omissions or Automatic Acquisition provisions of this Policy.  This coverage extension does not apply to the peril of Earthquake Shock in the states of California, or Alaska or Flood coverage for any property situated in Flood Zones A or V.	Clarification
Section II, B. 21 Accidental Contamination	See Red Line Strike Out of Master Policy Form for full wording	<i>New paragraph added at the end of item:</i>  In accordance with Section IV, Item T., Other Insurance, coverage provided under this paragraph shall not attach or become insurance upon any property which at the time of loss is more specifically described and covered under any other policy form until the liability of such other insurance has first been exhausted and shall then cover only the excess of value of such property over and above the amount payable under such other insurance, whether collectible or not.	Clarification
Section II, C. 3 Property Not Covered	Land (including land <u>on which covered property is located</u> ), and land values (except athletic fields, landscaping, artificial turf, sand traps, tees and greens).	Land (including land <u>underneath or adjacent to a covered building or structure, and including costs to replace, repair, or stabilize any land, unless when necessary to protect a covered building or structure</u> ), and land values (except athletic fields, landscaping, artificial turf, sand traps, tees and greens). <u>However, this policy does insure fill beneath any buildings or structures.</u>	Clarification
Section II, D. 4. Loss Payment Basis / Valuation	On antique, restored or historical buildings, the cost of acquisition, relocation to the site and renovation or reconstruction. In the event of a partial loss, replacement cost for antique, restored or historical buildings shall mean the cost of repairing, replacing, constructing or reconstructing (whichever is less) the property on the same site using materials of like kind and quality necessary to preserve or maintain a buildings' historical significance without deduction for depreciation.	On antique, restored or historical buildings, the cost of acquisition, relocation to the site and renovation or reconstruction <u>without allowance for any increased cost of repair or reconstruction by reason of any ordinance or law regulating construction or repair.</u> In the event of a partial loss, Replacement Cost for antique, restored or historical buildings shall mean the cost of repairing, replacing, constructing or reconstructing (whichever is less) the property on the same site using materials of like kind and quality necessary to preserve or maintain a buildings' historical significance without deduction <u>for depreciation or allowance for any increased cost of repair or reconstruction by reason of any ordinance or law regulating construction or repair.</u>	Clarification

**KEY MASTER POLICY FORM PROPOSED CHANGES CONTINUED**  
**PLEASE REFER TO THE RED LINE STRIKE OUT VERSION OF THE MASTER POLICY FOR FULL DETAILS**

Coverage	2020-2021	2021-2022	Status
Section II. D. Loss Payment Basis / Valuation	"Replacement Cost" shall mean the cost of repairing, replacing, constructing or reconstructing (whichever is the least) the property on the same site, using new materials of like kind and quality and for like occupancy without deduction for depreciation subject to the following:	<p><i>Replacement Cost definition has been modified to allow increased cost of construction to be covered under Section II, B. 10.:</i></p> <p>"Replacement Cost" shall mean the cost of repairing, replacing, constructing or reconstructing (whichever is the least) the property on the same site, using new materials of like kind and quality and for like occupancy without deduction for depreciation <u>or allowance for any increased cost of repair or reconstruction by reason of any ordinance or law regulating construction or repair</u>, subject to the following:</p>	Clarification
Section III. A. 2. Extra Expense	See Red Line Strike Out of Master Policy Form for full wording.	<p><i>New wording added:</i></p> <p>With respect to Power Generating Facilities, Extra Expense shall also include any extra expense incurred resulting from the purchase of electrical power from any other power source, the coverage provided hereunder is sub-limited to USD as per Declaration Page.</p> <p>However, this Policy shall not cover loss of Bonus Capacity Payments, performance Guarantee penalties or any other indirect or remote loss of whatever nature.</p>	Clarification
Section III. B. 4. Contingent Time Element Coverage	See Red Line Strike Out of Master Policy Form for full wording.	<p><i>New wording added to the end of this item:</i></p> <p>This coverage applies to the Insured's direct suppliers or direct customers located in the Coverage Territory.</p> <p>Notwithstanding the foregoing, this Additional Coverage does not apply to:</p> <p>a. Any supplier of electricity, gas, fuel, steam, water, refrigeration, sewerage service, Cloud Computing Service or data, voice or video service; or</p> <p>b. The Insured's customers, if the Insured is a supplier of electricity, gas, fuel, steam, water, refrigeration, sewerage service, Cloud Computing Service or data, voice or video service.</p> <p><i>(A Cloud Computing Service definition has been added under Section II. E. 6.)</i></p>	Clarification

**KEY MASTER POLICY FORM PROPOSED CHANGES CONTINUED**  
**PLEASE REFER TO THE RED LINE STRIKE OUT VERSION OF THE MASTER POLICY FOR FULL DETAILS**

COVERAGE	2020-2021	2021-2022	STATUS
Section IV, B. 15.	<p><del>Notwithstanding Section IV, Item T., Other Insurance, coverage provided under this paragraph shall apply as primary.</del> Nothing herein contained shall be held to waive, vary, alter or extend any condition or provision of the Policy other than as above stated.</p>	<p><del>In accordance with Section IV, Item T., Other Insurance, coverage provided under this paragraph shall not attach or become insurance upon any property which at the time of loss is more specifically described and covered under any other policy form until the liability of such other insurance has first been exhausted and shall then cover only the excess of value of such property over and above the amount payable under such other insurance, whether collectible or not.</del> Nothing herein contained shall be held to waive, vary, alter or extend any condition or provision of the Policy other than as above stated.</p>	Clarification
Section IV, B. 22.	No exclusion.	<p><i>Addition of the following item to the General Conditions Section ...:</i></p> <p>For buildings that are purchased, acquired or leased with the following conditions existing at the time of acquisition:</p> <ul style="list-style-type: none"> <li>a. Building or any part of a building that is in danger of falling down or caving in, or</li> <li>b. Any part of a building that has separated from another part of the building.</li> </ul> <p>Loss or damage arising out of the above conditions is excluded;</p> <p>However, the Company does cover loss or damage arising out of Collapse. Collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its current intended purpose.</p>	Clarification
Section IV, H. 5.	<p>If a building becomes vacant or unoccupied, notice is to be given to the Company prior to the one-hundred twentieth (120th) consecutive day of vacancy or lack of occupancy. The giving, or failure to give such notice will not constitute a condition precedent to the Company's liability, but the Named Insured shall make a reasonable effort to comply with such requirement.</p>	<p><i>Addition of the following item to the General Conditions Section:</i></p> <p>5. The Insured has permission to cease business operations or to have any insured building remain vacant or unoccupied, provided that fire protection, security and alarm services are maintained and written notice is given to the Company prior to the one-hundred twentieth (120th) consecutive day of cessation of business operations, vacancy. The insured building is considered vacant when:</p> <ul style="list-style-type: none"> <li>a. Such building does not contain adequate Insured Property to conduct customary business operations; or</li> <li>b. Such building is no longer used by the Insured, a lessee or a sub-lessee to conduct customary business operations;</li> <li>c. 70% or more of its total square footage is "vacant";</li> </ul> <p>provided however, this provision shall not apply to any time period when customary business operations are suspended due to circumstances that are usual to such business operations.</p>	Update

**KEY MASTER POLICY FORM PROPOSED CHANGES CONTINUED**  
**PLEASE REFER TO THE RED LINE STRIKE OUT VERSION OF THE MASTER POLICY FOR FULL DETAILS**

Coverage	2020-2021	2021-2022	Status
Section IV, AH. 4. Location	No Insured Location definition	<p><i>Addition of the following definition to the General Conditions Section which replaced “premises of the Named Insured”, “covered location” and “Named Insured’s Location”.</i></p> <p>Insured Location(s) means:</p> <ol style="list-style-type: none"> <li>The location(s) within the Coverage Territory described in the most recent Statement of Values held on file with the Alliant Insurance Services, Inc., Miscellaneous Unnamed Locations and locations as covered by the Errors and Omissions and Automatic Acquisition Additional Coverages;</li> <li>Unless otherwise set forth in the Statement of Values, each such Insured Location(s) shall be comprised of any building, yard, dock, wharf, pier or bulkhead or any group of the foregoing bounded on all sides by property lines, public streets, clear land space or open waterways, each not less than fifty (50) feet wide. Any bridge or tunnel crossing such street, space or waterway shall render such separation inoperative for the purpose of this definition.</li> </ol>	Clarification
Endorsement 5 LMA 5400, Cyber Exclusion	Applicable to specific carriers	<p>Applicable to all carriers. This exclusion replaces the previous Cyber exclusion in the policy (Section IV, AE) which will be deleted.</p> <p>Please note that LMA 5400 excludes Cyber Loss and any loss or damage directly or indirectly caused by that Cyber Loss. This includes any resultant physical damage as a result of a malicious Cyber Act. See Red Line Strike Out of Master Policy Form for full wording.</p>	Restriction



**ALLIANT INSURANCE SERVICES, INC.  
 ALLIANT PROPERTY INSURANCE PROGRAM (APIP)  
 PROPERTY PROPOSAL**

**TYPE OF INSURANCE:**     Insurance    Reinsurance

**NAMED INSURED:**        City of Marysville

**DECLARATION:**            5-Cities 5

**POLICY PERIOD:**        July 1, 2021 to July 1, 2022

**COMPANIES:**             See Attached List of Companies

**TOTAL INSURED  
 VALUES:**                \$ 128,904,126 as of June 23, 2021

**ALL RISK  
 COVERAGES &  
 LIMITS:**

- \$        200,000,000    Per Occurrence: all Perils, Coverages (subject to policy exclusions) and all Named Insureds (as defined in the policy) combined, per Declaration, regardless of the number of Named Insureds, coverages, extensions of coverage, or perils insured, subject to the following per occurrence and/or aggregate sub-limits as noted below.
- \$        25,000,000    Flood Limit - Per Occurrence and in the Annual Aggregate (for those Named Insured(s) that purchase this optional dedicated coverage).
- \$        5,000,000        Per Occurrence and in the Annual Aggregate for scheduled locations in Flood Zones A & V (inclusive of all 100 year exposures). This Sub-limit does not increase the specific flood limit of liability for those Named Insured(s) that purchase this optional dedicated coverage.
- Not Applicable    Per Occurrence for losses to locations in Tier 1 and/or Tier 2 Counties and resulting from a Named Windstorm.
- Not Covered        Earthquake Shock - Per Occurrence and in the Annual Aggregate (for those Named Insured(s) that purchase this optional dedicated coverage).
- \$        100,000,000    Combined Business Interruption, Rental Income and Tuition Income (and related fees). However, if specific values for such coverage have not been reported as part of the Named Insured's schedule of values held on file with Alliant Insurance Services, Inc., this sub-limit amount is limited to \$500,000 per Named Insured subject to maximum of \$2,500,000 Per Occurrence, Per Declaration for Business Interruption, Rental Income and Tuition Income combined. Coverage for power generating plants is excluded, unless otherwise specified.
- \$        50,000,000        Extra Expense.

**ALL RISK  
COVERAGES &  
LIMITS: (continued)**

Per Bound TIV	\$25,000,000	Miscellaneous Unnamed Locations for existing Named Insureds with total insurable values greater than or equal to \$500,000,000 at time of binding or \$10,000,000 Miscellaneous Unnamed Locations for existing Named Insureds with total insurable values less than \$500,000,000 at time of binding excluding Earthquake coverage for Alaska and California locations. If Flood coverage is purchased for scheduled locations, this extension will extend to include Flood coverage for any location not situated in Flood Zones A or V. Vacant and Unoccupied Buildings are further sub-limited to \$10,000,000.
180 days		Extended Period of Indemnity
See Policy Provisions	\$25,000,000	Automatic Acquisition for Named Insureds with total insurable values greater than or equal to \$500,000,000 at time of binding or \$10,000,000 Automatic Acquisition for Named Insureds with total insurable values less than \$500,000,000 at time of binding up to \$100,000,000 or a Named Insured's Policy Limit of Liability if less than \$100,000,000 for 120 days excluding licensed vehicles for which a sub-limit of \$10,000,000 applies per policy Automatic Acquisition and Reporting Condition. Additionally, automatic coverage is granted for up to 60 days, subject to a sub-limit of \$2,500,000 for additional property and/or interests in Tier 1 Wind Counties, Parishes and Independent Cities for the states of Virginia, North Carolina, South Carolina, Georgia, Alabama, Mississippi, Louisiana, Texas and/or situated anywhere within the states of Florida and Hawaii. The peril of Earthquake is excluded for the states of Alaska and California. If Flood coverage is purchased for all scheduled locations, this extension will extend to include Flood coverage for any location not situated in Flood Zones A or V. Vacant and Unoccupied Buildings are further sub-limited to \$10,000,000.
\$	1,000,000	Unscheduled Landscaping, tees, sand traps, greens, athletic fields and artificial turf and further subject to \$25,000 / 25 gallon maximum per item for existing Named Insureds excluding Earthquake coverage for Alaska and California locations. If Flood coverage is purchased for scheduled locations, this extension includes Flood coverage for any location not situated in Flood Zones A or V.
\$	5,000,000	or 110% of the scheduled values, whichever is greater, for Scheduled Landscaping, tees, sand traps, greens, athletic fields and artificial turf and further subject to \$25,000 / 25 gallon maximum per item.
\$	50,000,000	Errors & Omissions - This extension does not increase any more specific limit stated elsewhere in this policy or Declarations.
\$	25,000,000	Course of Construction and Additions (including new) for projects with completed values not exceeding the sub-limit shown. Projects valued greater than \$15,000,000 require underwriting approval and a premium charge.

<b>ALL RISK COVERAGES &amp; LIMITS: (continued)</b>	\$	500,000	Money & Securities for named perils only as referenced within the policy, however fraudulent impersonation, fraudulent instruction or similar events are excluded.
	\$	2,500,000	Unscheduled Fine Arts.
	\$	250,000	Accidental Contamination per occurrence and annual aggregate per Named Insured with \$500,000 annual aggregate for all Named Insureds per Declaration. Coverage shall not attach or become insurance upon any property which at the time of loss is more specifically described and covered under any other policy form until the liability of such other insurance has first been exhausted and shall then cover only the excess of value of such property over and above the amount payable under such other insurance, whether collectible or not.
	\$	750,000	Unscheduled infrastructure including but not limited to tunnels, bridges, dams, catwalks (except those not for public use), roadways, highways, streets, sidewalks, culverts, channels, levees, dikes, berms, embankments, landfills (as more fully defined in the policy), docks, piers, wharves, street lights, traffic signals, meters, roadway or highway fencing (including guardrails), and all similar property unless a specific value has been declared. Unscheduled infrastructure coverage is excluded for the peril of Earthquake and excluded for Federal Emergency Management Agency (FEMA) and/or Office of Emergency Services (OES) declared disasters, providing said declaration provides funding for repairs.
	\$	50,000,000	Increased Cost of Construction due to the enforcement of building codes/ ordinance or law (includes All Risk and Boiler & Machinery).
	\$	25,000,000	Transit - Physical Damage only.
	\$	2,500,000	Unscheduled Animals; not to exceed \$50,000 per Animal, per Occurrence.
	\$	2,500,000	Unscheduled Watercraft up to 27 feet.
		Not Covered	Per Occurrence for Off Premises Vehicle Physical Damage.
	\$	25,000,000	Off Premises Services Interruption including Extra Expense resulting from a covered peril at non-owned/operated locations.
	\$	5,000,000	Per Occurrence Per Named Insured subject to an Annual Aggregate of \$10,000,000 for Earthquake Shock on Licensed Vehicles, Unlicensed Vehicles, Contractor's Equipment and Fine Arts combined for all Named Insured(s) in this Declaration combined that do not purchase optional dedicated Earthquake Shock coverage, and/or where specific values for such items are not covered for optional dedicated Earthquake Shock coverage as part of the Named Insured's schedule of values held on file with Alliant Insurance Services, Inc..
	\$	5,000,000	Per Occurrence Per Named Insured subject to an Annual Aggregate of \$10,000,000 for Flood on Licensed Vehicles, Unlicensed Vehicles, Contractor's Equipment and Fine Arts

combined for all Named Insured(s) in this Declaration combined that do not purchase optional dedicated Flood coverage, and/or where specific values for such items are not covered for optional dedicated Flood coverage as part of the Named Insured's schedule of values held on file with Alliant Insurance Services, Inc..

**ALL RISK COVERAGES & LIMITS: (continued)**

\$	3,000,000	Contingent Business Interruption, Contingent Extra Expense, Contingent Rental Values and Contingent Tuition Income separately.
\$	3,000,000	Tax Revenue Interruption – Per Policy Provisions. However, if specific values for such coverage have not been reported as part of the Named Insured's schedule of values held on file with Alliant Insurance Services, Inc., this sub-limit amount is limited to \$1,000,000 Per Occurrence – Per Policy Provisions.
\$	500,000	Jewelry, Furs, Precious Metals and Precious Stones Separately.
\$	1,000,000	Claims Preparation Expenses.
\$	50,000,000	Expediting Expenses.
\$	1,000,000	Personal Property Outside of the USA.
	Not Covered	Per Occurrence Per Declaration Upgrade to Green Coverage subject to the lesser of, the cost of upgrade, an additional 25% of the applicable limit of liability shown in the schedule of values or this sub limit.
	Not Covered	for Communicable Disease.
\$	100,000	Per Occurrence while in Storage and In Transit coverage subject to \$10,000 Deductible for Unmanned Aircraft as more fully defined in the Policy. Not Covered while in Flight.
\$	100,000	Per Occurrence with a \$1,000,000 Annual Aggregate per Declaration for Mold/Fungus Resultant Damage as more fully defined in the policy.
\$	100,000,000	Ingress/Egress Per Occurrence, Per Named Insured for the actual loss sustained during the period of time not exceeding 30 days when, as a direct result of physical loss or damage caused by a covered peril(s) specified by this Policy and occurring at property located within a 10 mile radius of covered property, ingress to or egress from the covered property by this Policy is prevented.
\$	100,000,000	Interruption By Civil Authority Per Occurrence, Per Named Insured for the actual loss sustained during the period of time not exceeding 30 days when, as a direct result of physical loss or damage caused by a covered peril(s) specified by this Policy and occurring at property located within a 10 mile radius of covered property, access to the covered property is specifically prohibited by order of a civil authority.

**VALUATION:**

- Repair or Replacement Cost (RCV)
- Actual Loss Sustained for Time Element Coverages
- Contractor’s Equipment /Vehicles either Replacement Cost (RCV) or Actual Cash Value (ACV) as declared by each insured. If not declared, valuation will default to Actual Cash Value (ACV)

**EXCLUSIONS  
(Including but not limited to):**

- Seepage & Contamination
- Cost of Clean-up for Pollution
- Mold

**Deductibles: If two or more deductible amounts provided in the Declaration Page apply for a single occurrence the total to be deducted shall not exceed the largest per occurrence deductible amount applicable. (The Deductible amounts set forth below apply Per Occurrence unless indicated otherwise).**

**“ALL RISK”**

**DEDUCTIBLE:**                   \$                   10,000 Per Occurrence, which will apply in the event a more specific deductible is not applicable to a loss.

**DEDUCTIBLES FOR  
SPECIFIC PERILS  
AND COVERAGES:**

\$                   100,000 All Flood Zones Per Occurrence excluding Flood Zones A & V.

\$                   250,000 Per Occurrence for Flood Zones A & V (inclusive of all 100 year exposures).

**DEDUCTIBLES FOR  
SPECIFIC PERILS  
AND COVERAGES:  
(continued)**

Not Applicable for losses to locations in Tier 1 and/or 2 Counties and resulting from a Named Windstorm.

Not Covered Earthquake Shock: If the stated deductible is a flat dollar amount, the deductible will apply on a Per Occurrence basis, unless otherwise stated. If the stated deductible is on a percentage basis, the deductible will apply Per Occurrence on a Per Unit basis, as defined in the policy form, subject to the minimum deductible per occurrence.

\$                   1,000 Per Occurrence for Specially Trained Animals.

\$                   500,000 Unscheduled infrastructure including but not limited to tunnels, bridges, dams, catwalks (except those not for public use), roadways, highways, streets, sidewalks, culverts, channels, levees, dikes, berms, embankments, landfills (as more fully defined in the policy), docks, piers, wharves, street lights, traffic signals, meters, roadway or highway fencing (including guardrails), and all similar property unless a specific value has been declared. Unscheduled infrastructure coverage is excluded for the peril of Earthquake and excluded for Federal Emergency Management Agency (FEMA) and/or Office of Emergency Services (OES) declared disasters, providing said declaration provides funding for repairs.

\$                   10,000 Per Vehicle or Item for Licensed Vehicles, Unlicensed Vehicles and Contractor’s Equipment subject to \$100,000 Maximum Per Occurrence, Per Named Insured for the peril of Earthquake for Named Insured(s) who do not purchase dedicated Earthquake

		limits.
\$	50,000	Per Occurrence Per Named Insured for this Declaration for Fine Arts for the peril of Earthquake for Named Insured(s) who do not purchase dedicated Earthquake limits.
\$	10,000	Per Vehicle or Item for Licensed Vehicles, Unlicensed Vehicles and Contractor's Equipment subject to \$100,000 Maximum Per Occurrence, Per Named Insured for the peril of Flood for Named Insured(s) who do not purchase dedicated Flood limits.
\$	50,000	Per Occurrence Per Named Insured for this Declaration for Fine Arts for the peril of Flood for Named Insured(s) who do not purchase dedicated Flood limits.
	24 Hour	Waiting Period for Service Interruption for All Perils and Coverages.
	2.5%	of Annual Tax Revenue Value per Location for Tax Interruption.
	24 Hour	Waiting Period for Ingress/Egress
	24 Hour	Waiting Period for Civil Authority
	Not Covered	Per Occurrence for Off Premises Vehicle Physical Damage. If Off-Premises coverage is included/purchased, the stated deductible will apply to vehicle physical damage both on and off-premises on a Per Occurrence basis, unless otherwise stated. If Off-Premises coverage is not included, On-Premises/In-Yard coverage is subject to the All Risk (Basic) deductible.
\$	5,000	Per Occurrence for Contractor's Equipment.
		Contractor's Equipment Valuation Basis

**The following stand-alone coverages are provided by the APIP program but are not covered in the Limit of Liability or the Sub-Limits of Liability above or attached to the Master Policy Form Wording. However, the coverage costs are included in the APIP Total Cost noted below. Carriers providing these coverages are included in the Schedule of Carriers.**

\$	100,000,000	Per Named Insured Per Occurrence subject to \$200,000,000 Annual Aggregate of Declarations 1-14, 18-30 and 32-35 combined as respects Property Damage, Business Interruption, Rental Income and Extra Expense Combined for Terrorism (Primary Layer).
\$	10,000	Per Occurrence Deductible for Primary Terrorism.
\$	600,000,000	Per Named Insured for Terrorism (Excess Layer) subject to;
\$	1,100,000,000	Per Occurrence, All Named Insureds combined in Declarations 1-14, 18-21, 23-30 and 32-35 for Terrorism (Excess Layer) subject to;

- \$ 1,400,000,000 Annual Aggregate shared by all Named Insureds combined in Declarations 1-14, 18-21, 23-30 and 32-35, as respects Property Damage, Business Interruption, Rental Income and Extra Expense combined for Terrorism (Excess Layer).
- \$ 500,000 Per Occurrence Deductible for Excess Terrorism (Applies only if the Primary Terrorism Limit is exhausted).
- Included Information Security & Privacy Insurance with Electronic Media Liability Coverage. See attached Cyber Coverage Summary for applicable Limits. (Cyber Liability) If, insured purchases such coverage.
- Included Pollution Liability Insurance Coverage. See attached Pollution Liability Insurance Coverage Document for applicable limits and deductibles. If, insured purchases such coverage. If, insured purchases such coverage.

**TERMS & CONDITIONS:**

Sub-limits, terms and conditions are subject to change.

25% Minimum Earned Premium and cancellations subject to 10% penalty

Except Cyber Liability Premium is calculated on a pro-rata basis, unless there is a claim in which case the premium is deemed fully earned. If, insured purchases such coverage.

Except Pollution Liability Premium is 100% Earned at Inception, unless there is a claim in which premium is deemed fully earned. If, insured purchases such coverage.

**NOTICE OF CANCELLATION:**

90 Days except 10 Days for non-payment of premium

	Annual Cost*
<b>Total Property Premium:</b>	\$ 215,721.00
<b>Excess Boiler:</b>	\$ 1,460.00
<b>Cyber Liability Premium:</b>	\$ 2,474.00
<b>Pollution Liability Premium:</b>	\$ 881.00
<b>ABS Fee:</b>	\$ 1,893.00
<b>SLT&amp;F's (Estimate)</b>	\$ 4,631.25
<b>Broker Fee:</b>	\$ 0.00
<b>TOTAL COST †: (Including Taxes and Fees)</b>	\$ 227,060.25

\*Premiums are based on valid selectable options and the TIV's above. Changes in TIV's will require a premium adjustment.

† TOTAL COST includes: premiums, underwriting fees, commissions, loss control expenses, program administration charges, and applicable taxes (excluding the Cyber Enhancement premium - should you have elected to purchase this coverage)

**PRINT DATE:** June 23, 2021

**PROPOSAL VALID UNTIL:** July 1, 2021

**BROKER:** **ALLIANT INSURANCE SERVICES, INC.**  
**License No.** 0C36861

Brian White  
First Vice President

Jamie Arnoldi  
Account Manager

**NOTES:**

- **Some coverage, limits, sub-limits, terms and conditions will change, as negotiations are ongoing. Changes will be documented and accompany the Binder Confirmation for July 1, 2021 bound terms.**
- **Maximum All Risk limits estimated to bind between \$500,000,000 and \$1,000,000,000. If your All Risk limits are less than \$500,000,000 they are not expected to change.**
- **Major pending and approved changes to the APIP Program are described in the Executive Summary for renewing insureds.**
- **This proposal is based on the current loss experience and is subject to change if this insured's loss ratio deteriorates further and/or if the markets suffer a catastrophic event**
- **Coverage outlined in this Proposal is subject to the terms and conditions set forth in the policy.**
- **Please refer to Policy for specific terms, conditions and exclusions – not yet finalized.**
- **Change in Total Insurable Values will result in adjustment in premium**
- **Each line of coverage is rated separately therefore increases in TIV's on highly rated coverages such as Vehicles, CE, EQ or 100 year Flood Zones, etc. may increase the insured's average account rate.**
- **The flood zones provided on the Schedule of Values (SOVs) are for rating purposes only. The actual flood zone will be determined at the time of loss.**



**ALLIANT INSURANCE SERVICES, INC.  
ALLIANT PROPERTY INSURANCE PROGRAM (APIP)**

**BOILER & MACHINERY PROPOSAL**

**NAMED INSURED:** City of Marysville

**POLICY PERIOD:** July 1, 2021 to July 1, 2022

**COMPANIES:** See Attached List of Companies

**TOTAL INSURED VALUES:** \$ 128,904,126 as of June 7, 2021

**STATUS/RATING:** See Attached List of Companies

**COVERAGES & LIMITS:** \$ 100,000,000 Boiler Explosion and Machinery Breakdown, (for those Named Insureds that purchase this optional dedicated coverage) as respects Combined Property Damage and Business Interruption/Extra Expense (Including Bond Revenue Interest Payments where Values Reported and excluding Business Interruption for power generating facilities unless otherwise specified). Limit includes loss adjustment agreement and electronic computer or electronic data processing equipment with the following sub-limits:

- Included Jurisdictional and Inspections.
- \$ 10,000,000 Per Occurrence for Service/Utility/Off Premises Power Interruption.
- Included Per Occurrence for Consequential Damage/Perishable Goods/Spoilage.
- \$ 10,000,000 Per Occurrence for Electronic Data Processing Media and Data Restoration.
- \$ 2,000,000 Per Occurrence, Per Named Insured and in the Annual Aggregate per Declaration for Earthquake Resultant Damage for Named Insureds who purchase Dedicated Earthquake Coverage.
- \$ 10,000,000 Per Occurrence for Hazardous Substances / Pollutants / Decontamination.
- Included Per Occurrence for Machine or Apparatus used for Research, Diagnosis, Medication, Surgical, Therapeutic, Dental or Pathological Purposes.

**NEWLY ACQUIRED LOCATIONS:**

\$ 25,000,000 Automatic Acquisition for Boiler & Machinery values at newly acquired locations. Values greater than \$25,000,000 or Power Generating Facilities must be reported within 120 days and must have prior underwriting approval prior to binding

**VALUATION:**

Repair or Replacement except Actual Loss sustained for all Time Element coverages

**EXCLUSIONS (Including but not limited to):**

- Testing
- Explosion, except for steam or centrifugal explosion
- Explosion of gas or unconsumed fuel from furnace of the boiler

**OBJECTS EXCLUDED: (Including but not limited to):**

- Insulating or refractory material
- Buried Vessels or Piping

**NOTICE OF CANCELLATION:**

90 days except 10 days for non-payment of premium

**DEDUCTIBLES:**

- \$ 10,000 Except as shown for Specific Objects or Perils.
- \$ 10,000 Electronic Data Processing Media.
- \$ 10,000 Consequential Damage.
- \$ 10,000 Objects over 200 hp, 1,000 KW/KVA/Amps or Boilers over 5,000 square feet of heating surface.
- \$ 50,000 Objects over 350 hp, 2,500 KW/KVA/Amps or Boilers over 10,000 square feet of heating surface.
- \$ 100,000 Objects over 500 hp, 5,000 KW/KVA/Amps or Boilers over 25,000 square feet of heating surface.
- \$ 250,000 Objects over 750 hp, 10,000 KW/KVA/Amps or Boilers over 75,000 square feet of heating surface.
- \$ 350,000 Objects over 25,000 hp, 25,000 KW/KVA/Amps or Boilers over 250,000 square feet of heating surface.
- \$ 10 per foot / \$2,500 Minimum Deep Water Wells.
- 24 Hour Waiting Period Utility Interruption.
- 24 Hours Business Interruption/Extra Expense Except as noted below.
- 30 Days Business Interruption - Revenue Bond.
- 5 x 100% of Daily Value Business Interruption - All objects over 750 hp or 10,000 KW/KVA/Amps or 10,000 square feet heating surface.
- 5 x 100% of Daily Value Business interruption - All Objects at Waste Water Treatment Facilities and All Utilities.

Annual Cost	
<b>COST:</b>	Cost is included on Property Proposal
<b>PRINT DATE:</b>	June 7, 2021
<b>PROPOSAL VALID UNTIL:</b>	July 1, 2021
<b>BROKER:</b>	<b>ALLIANT INSURANCE SERVICES, INC.</b> <b>License No.</b> 0C36861  Brian White First Vice President  Jamie Arnoldi Account Manager

**NOTES:**

- *Some coverage, limits, sub-limits, terms and conditions will change, as negotiations are ongoing. Changes will be documented and accompany the Binder Confirmation for July 1, 2021 bound terms.*
- *Maximum All Risk limits estimated to bind between \$500,000,000 and \$1,000,000,000. If your All Risk limits are less than \$500,000,000 they are not expected to change.*
- *Major pending and approved changes to the APIP Program are described in the Executive Summary for renewing insureds.*
- *This proposal is based on the current loss experience and is subject to change if this insured's loss ratio deteriorates further and/or if the markets suffer a catastrophic event*
- *Coverage outlined in this Proposal is subject to the terms and conditions set forth in the policy.*
- *Please refer to Policy for specific terms, conditions and exclusions – not yet finalized.*
- *Change in Total Insurable Values will result in adjustment in premium*
- *Each line of coverage is rated separately therefore increases in TIV's on highly rated coverages such as Vehicles, CE, EQ or 100 year Flood Zones, etc. may increase the insured's average account rate.*
- *The flood zones provided on the Schedule of Values (SOVs) are for rating purposes only. The actual flood zone will be determined at the time of loss.*

**ALLIANT INSURANCE SERVICES, INC.  
ALLIANT PROPERTY INSURANCE PROGRAM (APIP)**

**POLLUTION LIABILITY COVERAGE PROPOSAL**

**TYPE OF INSURANCE:**     Insurance     Reinsurance

**TYPE OF COVERAGE:**    Claims Made and Reported Pollution Liability

**PROGRAM:**                    **Alliant Property Insurance Program (APIP)**

**NAMED INSURED:**        Any member(s), entity(ies), agency(ies), organization(s), enterprise(s), pool(s), Joint Powers Authority(ies) and/or individual(s) attached to each Declaration insured as per Named Insured Schedule on file with Insurer, listed below.

**POLICY PERIOD:**            July 1, 2021 to July 1, 2022

**RETROACTIVE DATE:**      • July 1, 2011 for Waste Disposal;  
     • July 1, 2021 for Products Pollution and Exposure Liability;  
     • July 1, 2021 for Contractor’s Pollution  
     • July 1, 2021 for Mold Matter  
     • July 1, 2011 Disinfection Event

This coverage shall only apply if the Pollution Incident or Disinfection Event giving rise to the Claim, Loss, Business Interruption Expenses or Extra Expenses commenced, in its entirety, on or after July 1, 2011, or the date that the Insured first joined the Alliant Property Insurance Program (APIP) for environmental or pollution insurance coverage, whichever is later.

**COMPANY:**                    Ironshore Specialty Insurance Company

**A.M. BEST INSURANCE RATING::**    A, Excellent, Financial Category XV  
     (\$2 Billion or greater)  
     Effective June 26, 2020

**STANDARD & POORS RATING:**    A (Strong) as of November 25, 2020

**ADMITTED STATUS:**        Non-Admitted in all states.

**COVERED PROPERTY:**    Per the following SOVs submitted and on file with carrier:

- |                         |   |
|-------------------------|---|
| 1. PEPiP DEC 1 – SOVs   | 12. PEPiP DEC 25 – SOVs                                     |
| 2. PEPiP DEC 2 – SOVs   | 13. PEPiP DEC 26 – SOVs                                     |
| 3. PEPiP DEC 3 – SOVs   | 14. PEPiP DEC 27 – SOVs                                     |
| 4. PEPiP DEC 4 – SOVs   | 15. PEPiP DEC 28 – SOVs                                     |
| 5. PEPiP DEC 5 – SOVs   | 16. PEPiP DEC 29 – SOVs                                     |
| 6. PEPiP DEC 11 – SOVs  | 17. PEPiP DEC 30 – SOVs                                     |
| 7. PEPiP DEC 12 – SOVs  | 18. PEPiP DEC 32 – SOVs (Excludes SPIP, except as endorsed) |
| 8. PEPiP DEC 14 – SOVs  | 19. PEPiP DEC 33 – SOVs                                     |
| 9. PEPiP DEC 19 – SOVs  | 20. PEPiP DEC 34 – SOVs                                     |
| 10. PEPiP DEC 23 – SOVs | 21. PEPiP DEC 35 – SOVs                                     |
| 11. PEPiP DEC 24 – SOVs |   |

Covered locations include any real property owned, leased, rented, operated or occupied by the Insured at policy inception. Covered locations also include any subsurface potable water, wastewater or storm water pipes to or from a covered property that are located within a one thousand (1,000) foot radius of such covered location as of policy inception.

<b>COVERAGES &amp; LIMITS:</b>	<p><b>\$25,000,000 Policy Program Aggregate (all insureds combined)</b></p> <p><b>\$ 2,000,000 Per Pollution Incident</b></p> <p><b>\$ 2,000,000 Per Named Insured Aggregate</b></p> <p><b>\$ 2,000,000 Per JPA/Pool Aggregate</b></p>
<b>SUB-LIMITS:</b>	<p>\$ 100,000 Disinfection Event Expenses Per Pollution Incident*</p> <p>\$ 100,000 Disinfection Event Expenses Program Aggregate*</p> <p>\$ 500,000 Mold Matter Per Named Insured Aggregate Sublimit (K-12 Schools Only)*</p> <p>\$ 1,000,000 Restoration Costs Program Aggregate (Mold Matter Only)*</p> <p>\$ 1,000,000 Legionella Per Pollution Incident*</p> <p>\$ 2,000,000 Sewer Backup or Overcharge Per Pollution Incident*</p> <p>\$ 250,000 Any Punitive, Exemplary and Multiplied Damages and Civil Fines, Penalties and Assessments Fines*</p> <p>\$ 2,000,000 Products Pollution and Exposure Liability Per Pollution Incident*</p> <p>\$ 2,000,000 Products Pollution and Exposure Liability Program Aggregate*</p> <p>\$ 2,000,000 Business Interruption per incident*</p> <p>\$ 1,000,000 Contractor's Pollution Per Pollution Incident - Herbicide, Insecticide, Pesticide Applications Only*</p> <p>\$ 2,000,000 Contractor's Pollution Per Pollution Incident - All other Operations*</p> <p>\$ 2,000,000 Contractors Pollution Program Aggregate*</p>

\*Note: the above sub-limits payable under this coverage do not increase and are not in addition to the applicable limit of liability.

**EXTENDED REPORTING PERIOD:**

**Automatic Extended Reporting Period**

The Named Insured shall be entitled to an Automatic Extended Reporting Period for a period of ninety (90) days following the effective date of termination of this Policy for no additional premium. This automatic ERP does not apply if the insured has purchased other insurance to replace the insurance provided by this policy.

**SPECIFIC COVERAGE PROVISIONS:**

**CLAIMS MADE AND REPORTED**

**Coverage A.1 – Onsite Pollution:**

Coverage for Remediation Expenses incurred exclusively for remediation of Pollutants that are on or under a Covered Property, provided such Remediation Expenses arise from Onsite Pollution and result from New Conditions.

**Coverage A.2 – Offsite Costs:**

Coverage for Remediation Expenses incurred exclusively for remediation of Pollutants that are beyond the boundaries of the Covered Property, provided such Remediation Expenses arise from Offsite Pollution and result from New Conditions.

**Coverage B – Emergency Response Expenses**

To pay on behalf of the Insured, Emergency Response Expenses incurred by or on behalf of the Insured in response to an imminent and substantial threat to human health or the environment. The Emergency Response Expenses must: (i) arise from a Pollution Incident that first commenced during the Policy Period; (ii) be incurred within seven (7) days of the commencement of such Pollution Incident; and (iii) be reported to the Company within fourteen (14) days of the commencement of such Pollution Incident. For this Coverage to apply, the Pollution Incident giving rise to the Emergency Response Expenses must be unexpected and unintended from the standpoint of the Insured.

**SPECIFIC COVERAGE  
PROVISIONS -  
CONTINUED:**

**Coverage C.1 – Third Party Claims - Onsite Pollution**

Onsite Pollution resulting from New Conditions. if such Bodily Injury or Property Damage takes place while the person injured or the property damaged is within the boundaries of the Covered Property.

**Coverage C.2 – Third Party Claims -Offsite Pollution**

Offsite Pollution resulting from New Conditions. if such Bodily Injury or Property Damage takes place while the person injured or the property damaged is within the boundaries of the Covered Property.

**Coverage D – Transportation**

To pay on behalf of the Insured, Loss that the Insured becomes legally obligated to pay as a result of Claims for Bodily Injury, Property Damage or Remediation Expenses resulting from New Conditions, which arise from Transportation, provided such Claims are first made against the Insured and reported to the Company in writing during the Policy Period.

**Coverage E – Waste Disposal Activities:**

To pay on behalf of the Insured, Loss that the Insured becomes legally obligated to pay as a result of Claims for Bodily Injury, Property Damage or Remediation Expenses that arise from a Pollution Incident resulting from Waste Disposal Activities. The Waste Disposal Activities must take place on or after the Waste Disposal Retroactive Date set forth in Item 10. of the Declarations, or the date that the Insured first began operations if no Waste Disposal Retroactive Date is indicated in the Declarations. This Coverage shall apply only if such Claims are first made against the Insured and reported to the Company in writing during the Policy Period, or during the Extended Reporting Period if applicable.

**Coverage F – Business Interruption:**

To pay the Insured's Business Interruption Expenses and Extra Expenses during the Period of Interruption that directly results from Onsite Pollution resulting from New Conditions. This Coverage shall apply only if the Pollution Incident giving rise to the Business Interruption Expenses or Extra Expenses is first discovered by the Insured and reported to the Company during the Policy Period, and such Pollution Incident results in Remediation Expenses covered under this Policy. Discovery of a Pollution Incident happens when a Responsible Insured first becomes aware of the Pollution Incident. Further, if the Period of Interruption results from a Pollution Incident and any other cause(s), the Company shall only pay that portion of Business Interruption Expenses and Extra Expenses solely attributable to the Pollution Incident.

Supplemental coverage for Contractors Pollution is included. This coverage covers third-party claims arising out of "your work", provided the claim is first made and reported during the policy period. The Contractor's Pollution must have commenced on or after the retroactive date.

Supplemental coverage for Products Pollution and Exposure Liability is included. This coverage covers third-party claims arising out of product pollution, provided the claim is first made and reported during the policy period. The Products Pollution must have commenced on or after the 7/1/2021.

**SPECIFIC COVERAGE  
PROVISIONS -  
CONTINUED:**

Automatic Acquisition – Coverage for mid-term transactions for values that are less than \$25,000,000 shall be added as a covered location, upon the closing date of such acquisition, or the effective date of such lease, management, rental or occupation right or obligation, respectively, for no additional premium. An application and notification of title or occupancy must be provided to Ironshore within 180 days.

Property valued at more than \$25,000,000 purchased, leased or otherwise acquired by the Insured needs to be reported to the Insurer within 180 days, along with a completed and signed Site Pollution Incident Legal Liability Select Application and shall be added as a covered location upon the closing date of such acquisition subject to an additional premium of \$0.0002 per dollar of Total Insurable Values, pro-rated with a minimum premium of \$425. There will be no additional premium for any Covered Property with Total Insurable Values which are less than \$25,000,000.

Illicit Abandonment is included in the definition of pollution condition.

Microbial matter is included in the definition of Pollutant. Microbial matter is defined as mold, mildew and fungi, whether or not such microbial matter is living.

**Other Insurance Condition**

Any Loss covered under any other valid and collectible insurance, whether primary, excess, contingent, self-insurance, deductible or any other basis, including but not limited to the policies scheduled below and any renewals or replacements thereof; however, this insurance shall apply in excess of any such other valid and collectible insurance. Maintenance of underlying insurance (APIP property and standalone primary) wording applies and is pending negotiations.

Blanket Underground Storage Tank coverage included, with a self-insured retention of \$750,000. **Note: Does not meet financial assurance requirements.**

Loss covered pursuant to any state storage tank fund, state administered insurance program or restoration funding for any underground storage tank(s) whose owners qualify for reimbursement, or any self-insurance fund established for the purpose of funding clean-up costs for pollution conditions from any underground storage tank(s), shall be considered primary insurance, to which the coverage afforded pursuant to this policy shall apply in excess.

**SPECIFIC COVERAGE  
PROVISIONS -  
CONTINUED:**

Blanket Coverage included for Non-Owned Disposal Sites. Includes any transfer, storage, treatment or disposal facilities which are used by the Insured, but not owned, operated or rented by the Insured, provided that the transfer, storage, treatment or disposal facility is not listed or proposed to be listed on the Federal National Priorities List, or any equivalent state or local list as of policy inception.

The BKK Landfill located at 2210 South Azusa Avenue, West Covina, CA is specifically excluded from coverage.

Sudden and Accidental Coverage Only (loss must be discovered within 7 days of commencement and reported no later than 21 days following the discovery, and within the policy period) applies for the following locations:

1. Any location with current or historic use as an airport;
2. MAPLE (SOUTH) - 519 ENTRANCE OFF POMONA CORONA CA 92880
3. 1018 COTTONWOOD CORONA CA 92879
4. 1200 TENTH ST. (WEST) CORONA CA 92882
5. 102 LINCOLN (NORTH) CORONA CA 92882
6. 1052 QUARRY CORONA CA 92879
7. 34 CRESTRIDGE CORONA CA 92880
8. 219 GRAND (WEST) CORONA CA 92882
9. 25225 MAITRI RD. CORONA CA 92883
10. 24650 GLEN IVY RD. CORONA CA 92883
11. 405 SIERRA VISTA AVE. CORONA CA 92882
12. 315 MERILL ST (SOUTH) CORONA CA 92882
13. 310 VICENTIA (SOUTH) CORONA CA 92882
14. 710 CORPORATION YARD WAY CORONA CA 92880
15. 2581 MANGULAR CORONA CA 92882
16. 202 BUENA VISTA AVE. (NORTH) CORONA CA 92882
17. 240 BUENA VISTA AVE. CORONA CA 92882
18. 211 BUENA VISTA AVE. (SOUTH) CORONA CA 92882
19. 9865 GLEN IVY RD. CORONA CA 92883
20. 917 CIRCLE CITY DR. CORONA CA 92879
21. 219 JOY (SOUTH) CORONA CA 92879
22. 505 VICENTIA (SOUTH) CORONA CA 92882
23. 1865 POMONA RD CORONA CA 92880



**EXCLUSIONS (including but not limited to):**

Coverage does not apply to any claim or loss from:

- Asbestos and Lead Based Paint – Any asbestos, asbestos containing materials or lead-based paint in, on, or applied to any building or other structure. This exclusion does not apply to Third-Party Claims, or to Remediation Expenses for the remediation of soil, surface water or groundwater, or for the remediation of asbestos, asbestos containing materials or lead based paint which has been inadvertently displaced by an accident which occurs, in its entirety, during the policy period. Lead in water is excluded.
- Contractual Liability – This exclusion does not apply to liability that the Insured would have had in the absence of the contract or agreement or to liability assumed in an Insured Contract.
- Criminal Punishments
- Employer Liability - This exclusion applies whether the Insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of such Bodily Injury.
- Insured's Internal Expenses
- Insured's Non-Compliance
- Insured vs. Insured
- Material Change In Use - This exclusion shall not apply if the Insured submits prior written notice no less than thirty (30) days prior to such material change, and the Company approves such material change in an endorsement to this Policy issued within thirty (30) days of such notice.
- Non-Disclosure
- Prior Claims
- Nuclear and Radiological Material
- Property Damage to Conveyances
- War
- Workers Compensation, Unemployment, Social Security, Disability and Similar Laws
- Airports, Landfills and/or Recycling Facilities, Oil and/or Gas Producing or Refining Facilities
- Firing Ranges
- Activity Use Limitation
- Prior Claims
- Landfill Closure, Post-Closure and Reclamation Costs
- Odor
- Impoundments
- Discharge Control
- Engineering Controls / Operation and Maintenance (O&M) Costs
- Upgrades
- Groundwater and Surface Water Monitoring Costs
- Known Pollution Incidents (known prior to July 1, 2021)
- COVID-19
- Capital Improvement- Applies to any auto repair facility, airport, golf course, fuel depot, fuel storage, shooting ranges only.
- Voluntary Site Investigation (any pollutant discovered during voluntary investigation is excluded at any auto repair facility, airport, golf course, fuel depot, fuel storage, shooting ranges only)
- Expected or Intended Injury or Damage (Product Pollution and Covered Operations only)

**EXCLUSIONS (including but not limited to):**

- Known Injury or Damage (Product Pollution and Covered Operations only)
- Product Disposal (Product Pollution Only)
- Products as Waste (Product Pollution Only)
- Transportation (Product Pollution and Covered Operations only)
- Business Interruption (Covered Operations Only)
- Damage to Your Product (Product Pollution Only)
- Damage to Property (Covered Operations Only)
- Damage to Your Work (Covered Operations Only)
- Products Pollution (Covered Operations Only)
- Waste Products, Treatment or Disposal (Covered Operations Only)
- Any perfluoroalkyl or polyfluoroalkyl substance (PFAS), including but not limited to perfluoroalkyl acids (PFAAs), perfluorooctanoic acid (PFOA), perfluorooctane sulfonate (PFOS), perfluoroheptanoic acid (PFHpA), perfluorononanoic acid (PFNA), perfluorohexanesulfonic acid (PFHxS), GenX, C8, ADONA, perfluoroalkane sulfonyl fluoride (PASF), perfluorobutanesulfonic acid (PFBS), polytetrafluoroethylene (PTFE), perfluoropolyethers (PFPEs), fluoropolymers, perfluorononanoic acid, ammonium perfluorooctanoate, or any associated salts, acids, alcohols, precursor chemicals or related higher homologue chemicals. This also includes aqueous film forming foam (AFFF) containing PFAS (at any concentration) or any additives or component materials contained therein or degradation byproducts thereof.

**DEDUCTIBLE:**

- \$250,000 Each Pollution Incident After July 1, 2021
- \$500,000 Each Pollution Incident Prior to July 1, 2021
- \$500,000 Sewage Backup and Overcharge

**SPECIFIC DEDUCTIBLES:**

- \$250,000 Disinfection Event Expenses
- \$250,000 Products Pollution and Exposure Liability
- \$250,000 Covered Operations
- \$250,000\* Mold Matter (\*or \$50,000 per room impacted, whichever is greater – a room is considered equal to 250 sq ft of floor space)
- \$250,000 Legionella
- \$500,000 Sewer Backup or Overcharge deductible
- \$750,000 Underground Storage Tanks (less than 25 years old)
- \$1,000,000 Underground Storage Tanks (more than 25 years old)

**CLAIMS REPORTING NOTICE**

**PLEASE NOTE THAT POLLUTION LIABILITY POLICIES CONTAIN EXTREMELY STRICT CLAIM REPORTING PROCEDURES.** Below please find your policy specific claim reporting requirements - Please make sure you understand these obligations. Contact your Alliant Service Team with any questions.

**THIS IS A CLAIMS MADE POLICY**

This claims-made policy contains a requirement stating that this policy applies only to any claim first made against the Insured and reported to the insurer during the policy period or applicable extended reporting period. Claims must be submitted to the insurer during the policy period, or applicable extended reporting period, as required pursuant to the Claims/Loss Notification Clause within the policy in order for coverage to apply. Late reporting or failure to report pursuant to the policy’s requirements could result in a disclaimer of coverage by the insurer.

<b>LOSS REPORTING REQUIREMENTS:</b>	<p>Written notice of any claim or pollution condition, within seven (7) days of discovery for pollution conditions requiring immediate emergency response. Concurrently, please send to:</p> <p>1) Ironshore Environmental Claims CSO                  28 Liberty Street, 5th Floor                  New York, NY 10005 Office                  By phone via: 24 Hour Claims Phone Number (888) 292-0249                  FAX to: 646-826-6601                  Email: <a href="mailto:USClaims@ironshore.com">USClaims@ironshore.com</a></p> <p>2) Akbar Sharif                  Alliant Insurance Services, Inc.                  1301 Dove Street, Suite 200                  Newport Beach, CA 92660                  949 260-5088                  949 756-2713 – fax  <a href="mailto:Akbar.Sharif@alliant.com">Akbar.Sharif@alliant.com</a></p>
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<b>NOTICE OF CANCELLATION:</b>	90 days except 10 days for non-payment of premium
<b>REINSTATEMENT PROVISIONS:</b>	Not Provided
<b>POLLUTION LIABILITY COST:</b>	Cost is included in Total Property Premium 100% Earned Premium at Inception
<b>QUOTE VALID UNTIL:</b>	July 1, 2021
<b>BROKER:</b>	<b>ALLIANT INSURANCE SERVICES, INC.</b> <b>License No. 0C36861</b>

**SUMMARY OF PROPOSED CHANGES**

**THE FOLLOWING ITEMS ARE PROPOSED CHANGES FOR THE 2021-2022 POLICY TERM**

Coverage	2020-2021	2021-2022 Proposed Changes
Pollution Liability Policy Term	July 1, 2020 to July 1, 2021	July 1, 2021 to July 1, 2022
Retroactive Date	July 1, 2011 for existing insureds included on the 2011-2012 policy at inception; For all other insureds the retroactive date is the date of addition to the Program.	<ul style="list-style-type: none"> <li>July 1, 2011 for Waste Disposal;</li> <li>July 1, 2021 for Products Pollution and Exposure Liability;</li> <li>July 1, 2021 for Contractor's Pollution</li> <li>July 1, 2021 for Mold Matter</li> </ul> <p>This coverage shall only apply if the Pollution Incident or Disinfection Event giving rise to the Claim, Loss, Business Interruption Expenses or Extra Expenses commenced, in its entirety, on or after July 1, 2011, or the date that the Insured first joined the Alliant Property Insurance Program (APIP) for environmental or pollution insurance coverage, whichever is later.</p>
Company	Interstate Fire & Casualty Insurance Company	Ironshore Specialty Insurance Company
A.M. Best Insurance Rating	A+, Superior, Financial Category XV (\$2 Billion or greater) Effective September 5, 2019	A, Excellent, Financial Category XV (\$2 Billion or greater) Effective June 26, 2020
Standard and Poor's Rating	AA (Very Strong) as of May 30, 2019	A (Strong) as of November 25, 2020
Covered Property	Covered locations include any real property owned, managed, leased, maintained or operated by the Insured at policy inception. Covered locations also include any subsurface potable water, wastewater or storm water pipes that are located within a one thousand (1,000) foot radius of such covered location as of policy inception.	Covered locations include any real property owned, leased, rented, operated or occupied by the Insured at policy inception. Covered locations also include any subsurface potable water, wastewater or storm water pipes to or from a covered property that are located within a one thousand (1,000) foot radius of such covered location as of policy inception.

**SUMMARY OF PROPOSED CHANGES**

**THE FOLLOWING ITEMS ARE PROPOSED CHANGES FOR THE 2021-2022 POLICY TERM**

Coverage	2020-2021		2021-2022 Proposed Changes	
Sub-limits:	N/A		\$ 100,000	Disinfection Event Expenses Per Pollution Incident*
	N/A		\$ 100,000	Disinfection Event Expenses Program Aggregate*
	N/A		\$ 1,000,000	Restoration Costs Program Aggregate (Mold Matter Only)*
	N/A		\$ 1,000,000	Legionella Per Pollution Incident*
	N/A		\$ 250,000	Per Claim for Any Punitive, Exemplary and Multiplied Damages and Civil Fines, Penalties and Assessments Fines Per Claim
	\$2,000,000	Products Pollution Each Incident Limit	\$ 2,000,000	Products Pollution Program Aggregate Limit
	\$ 100,000	Per Named Insured Per Pollution Incident Dedicated Legal Defense Outside the Per Named Insured limit*	No Coverage	
	\$ 250,000	Per Named Insured Crisis Management Response Costs Sub-limit	No Coverage	
	\$ 500,000	Per Named Insured Crisis Management Response Costs Aggregate	No Coverage	
	\$ 50,000	Per Named Insured Crisis Management Loss Sub-limit	No Coverage	
			\$ 2,000,000	Business Interruption per incident*
			\$ 1,000,000	Contractor's Pollution Per Pollution Incident - Herbicide, Insecticide, Pesticide Applications Only*
		N/A	\$ 2,000,000	Contractor's Pollution Per Pollution Incident - Herbicide, Insecticide, Pesticide Applications Only*
			\$ 2,000,000	Contractor's Pollution Per Pollution Incident - All other Operations* Contractors Pollution Aggregate*
	*Note: the above sub-limits payable under this coverage do not increase and are not in addition to the applicable limit of liability, with the exception of the Crisis Management sub-limits and aggregate, which are in addition to the limits of liability.		*Note: the above sub-limits payable under this coverage do not increase and are not in addition to the applicable limit of liability.	

**SUMMARY OF PROPOSED CHANGES**

**THE FOLLOWING ITEMS ARE PROPOSED CHANGES FOR THE 2021-2022 POLICY TERM**

Coverage	2020-2021	2021-2022 Proposed Changes
Extended Reporting Period	For First Named Insured - To be determined at the time of election (additional premium can apply); Ninety (90) day basic extended reporting period available without additional premium. This automatic ERP does not apply if the insured has purchased other insurance to replace the insurance provided by this policy.	<p><b>Automatic Extended Reporting Period</b> The Named Insured shall be entitled to an Automatic Extended Reporting Period for a period of ninety (90) days following the effective date of termination of this Policy for no additional premium. This automatic ERP does not apply if the insured has purchased the optional extended reporting period, the policy is terminated for fraud or nonpayment or if the insured has purchased other insurance to replace the insurance provided under this policy.</p>
Coverages	Coverage A – Own Site Clean-up Costs: Coverage for claims for clean-up costs resulting from a pollution condition on or under the insured’s own site that first commenced on or after the retro date, provided that the claim is first made and reported during the policy period and is legally obligated to pay for cleanup costs..	Coverage A.1 – Onsite Pollution: Coverage for Remediation Expenses incurred exclusively for remediation of Pollutants that are on or under a Covered Property, provided such Remediation Expenses arise from Onsite Pollution and result from New Conditions.
	Coverage B – Off-Site Clean-Up Costs: Coverage for third-party claims resulting from a pollution condition migrating from or through and beyond the boundaries of the Insured’s own site that first commenced on or after the retro date, provided that the claim is first made and reported during the policy period and is legally obligated to pay for cleanup costs.	Coverage A.2 – Off Site Costs: Coverage for Remediation Expenses incurred exclusively for remediation of Pollutants that are beyond the boundaries of the Covered Property, provided such Remediation Expenses arise from Offsite Pollution and result from New Conditions.
	Coverage C – Third-Party Claims for Bodily Injury or Property Damage: Coverage for third-party claims for bodily injury or property damage resulting from a pollution condition on, under or migrating from or through and beyond the boundaries of the Insured’s own site that first commenced on or after the retro date, provided that the claim is first made and reported during the policy period and is legally obligated to pay.	<p>Coverage C.1 – Onsite Pollution Onsite Pollution resulting from New Conditions. if such Bodily Injury or Property Damage takes place while the person injured or the property damaged is within the boundaries of the Covered Property.</p> <p>Coverage C.2 – Offsite Pollution Offsite Pollution resulting from New Conditions. if such Bodily Injury or Property Damage takes place while the person injured or the property damaged is within the boundaries of the Covered Property.</p>
	Coverage D – Emergency Response Costs: Coverage for emergency response costs incurred by or on behalf of the Insured in response to a pollution condition on, under or migrating from or through and beyond the boundaries of an Insured’s own site or arising from transportation or resulting from a covered operation, provided that the emergency response costs be incurred within one hundred sixty-eight (168) hours of the commencement of such pollution condition, and reported to the Insurer within fourteen (14) days of commencement of such a pollution condition.	Coverage B – Emergency Response Expenses To pay on behalf of the Insured, Emergency Response Expenses incurred by or on behalf of the Insured in response to an imminent and substantial threat to human health or the environment. The Emergency Response Expenses must: (i) arise from a Pollution Incident that first commenced during the Policy Period; (ii) be incurred within seven (7) days of the commencement of such Pollution Incident; and (iii) be reported to the Company within fourteen (14) days of the commencement of such Pollution Incident. For this Coverage to apply, the Pollution Incident giving rise to the Emergency Response Expenses must be unexpected and unintended from the standpoint of the Insured.

**SUMMARY OF PROPOSED CHANGES**

**THE FOLLOWING ITEMS ARE PROPOSED CHANGES FOR THE 2021-2022 POLICY TERM**

Coverage	2020-2021	2021-2022 Proposed Changes
<p>Coverages (Continued)</p>	<p>Coverage E – Transportation: Coverage for third-party claims for bodily injury, property damage, or clean-up costs resulting from a pollution condition caused by transportation that first commenced on or after the retro date, provided that the claim is first made and reported to the Insurer during the policy period and is legally obligated to pay.</p>	<p>Coverage D – Transportation To pay on behalf of the Insured, Loss that the Insured becomes legally obligated to pay as a result of Claims for Bodily Injury, Property Damage or Remediation Expenses resulting from New Conditions, which arise from Transportation, provided such Claims are first made against the Insured and reported to the Company in writing during the Policy Period.</p>
	<p>Coverage F – Non-Owned Locations: Coverage for third-party claims for bodily injury, property damage, or clean-up costs resulting from a pollution condition on, under or migrating from any non-owned location that first commenced on or after the retro date, provided that the claim is first made and reported to the Insurer during the policy period and is legally obligated to pay.</p>	<p>Coverage E – Waste Disposal Activities: To pay on behalf of the Insured, Loss that the Insured becomes legally obligated to pay as a result of Claims for Bodily Injury, Property Damage or Remediation Expenses that arise from a Pollution Incident resulting from Waste Disposal Activities. The Waste Disposal Activities must take place on or after the Waste Disposal Retroactive Date set forth in Item 10. of the Declarations, or the date that the Insured first began operations if no Waste Disposal Retroactive Date is indicated in the Declarations. This Coverage shall apply only if such Claims are first made against the Insured and reported to the Company in writing during the Policy Period, or during the Extended Reporting Period if applicable.</p>
	<p>Coverage H – Business Interruption: Coverage for the Insured’s business interruption expense and extra expense during the interruption period, caused directly by a pollution condition on or under the Insured’s own site, on or after the retro date, provided such pollution condition results in clean-up costs covered under this policy, and the first-party claim is made and reported to the Insurer during the policy period.</p>	<p>Coverage F – Business Interruption: To pay the Insured’s Business Interruption Expenses and Extra Expenses during the Period of Interruption that directly results from Onsite Pollution resulting from New Conditions. This Coverage shall apply only if the Pollution Incident giving rise to the Business Interruption Expenses or Extra Expenses is first discovered by the Insured and reported to the Company during the Policy Period, and such Pollution Incident results in Remediation Expenses covered under this Policy. Discovery of a Pollution Incident happens when a Responsible Insured first becomes aware of the Pollution Incident. Further, if the Period of Interruption results from a Pollution Incident and any other cause(s), the Company shall only pay that portion of Business Interruption Expenses and Extra Expenses solely attributable to the Pollution Incident.</p>

**SUMMARY OF PROPOSED CHANGES**

**THE FOLLOWING ITEMS ARE PROPOSED CHANGES FOR THE 2021-2022 POLICY TERM**

Coverage	2020-2021	2021-2022 Proposed Changes
Coverages (Continued)	<p>Coverage G – Covered Operations: Coverage for third-party claims for bodily injury, property damage, or clean-up costs resulting from a pollution condition caused by covered operations on or after the retro date, provided that the claim is first made and reported to the Insurer during the policy period and is legally obligated to pay. Covered operations are defined as any operations within the capacity of a public entity which are performed by or on behalf of a named insured outside the physical boundaries of a covered location. Covered operations do not include Transportation.</p>	<p>Supplemental coverage for Contractors Pollution is included. This coverage covers third-party claims arising out of “your work”, provided the claim is first made and reported during the policy period. The Contractor’s Pollution must have commenced on or after the retroactive date of July 1, 2021.</p>
	<p>Supplemental coverage for Products Pollution is included for potable, reclaimed and recycled water processed at any covered location that is also a potable water or wastewater treatment plant. This coverage covers third-party claims arising out of product pollution, provided the claim is first made and reported during the policy period. The Insured’s product must have been manufactured, sold, handled or distributed on or after the retro date and the clean-up costs, bodily injury or property damage must be unexpected and unintended from the standpoint of the Insured. Coverage of lead contamination of potable water is excluded.</p>	<p>Supplemental coverage for Products Pollution and Exposure Liability is included. This coverage covers third-party claims arising out of product pollution, provided the claim is first made and reported during the policy period. The Products Pollution must have commenced on or after the 7/1/2021.</p>
	<p>Coverage I – Cyber Events: Coverage for third-party claims for bodily injury, property damage or clean-up costs resulting from a pollution condition arising from a cyber event, provided that the claim is first made and reported to the Insurer during the policy period.</p> <p>A Cyber Event is defined as any unauthorized processing of data by an Insured; any breach of laws and infringement of regulations pertaining to the maintenance, or protection of data; and any network security failure in any system or device leased, owned, operated or lost by or which is made available or accessible to the Insured for the purpose of processing data. Insured must take reasonable precautions to prevent or cease any activity which may result in a claim, and take all reasonable steps to observe and comply with all statutory or local authority laws obligations and requirements.</p>	<p>Not Covered</p>



**SUMMARY OF PROPOSED CHANGES**

**THE FOLLOWING ITEMS ARE PROPOSED CHANGES FOR THE 2021-2022 POLICY TERM**

Coverage	2020-2021	2021-2022 Proposed Changes
	<p>Coverage for crisis management response costs (including medical expenses, funeral expenses, psychological counseling, travel expenses temporary living expenses, expenses to secure the scene of a crisis management event) included, provided that the costs have been pre-approved by the insurer and are associated with damages that would be covered by this policy.</p>	<p>Not Covered</p>
	<p>All Named Insureds scheduled on this policy have the same rights as the First Named Insured (except for those rights specifically reserved to the first named insured); this includes any member of a pool or Joint Powers Authority specifically scheduled onto this policy.</p>	<p><i>Listed. Broad language pending negotiation.</i></p>
<p>Coverages (Continued)</p>	<p>Automatic Acquisition – Coverage for mid-term transactions for values that are less than \$25,000,000 shall be added as a covered location, upon the closing date of such acquisition, or the effective date of such lease, management, operation or maintenance right or obligation, respectively, for no additional premium, automatically.</p> <p>Property valued at more than \$25,000,000 but less than \$100,000,000, purchased, leased or otherwise acquired by the Insured needs to be reported to the Insurer within 180 days, along with two (2) years of currently valued property loss runs and shall be added as a covered location upon the closing date of such acquisition for an additional premium.</p> <p>Property valued at more than \$100,000,000, purchased, leased or otherwise acquired by the Insured needs to be reported to the Insurer immediately, along with two (2) years of currently valued property loss runs. Additional premium applies. For acquired locations that have underground storage tanks, the Insured must determine that all operational underground storage tanks are in material compliance with all applicable environmental laws and regulations and must obtain the most recent tank tightness testing or leak detection data conducted within sixty (60) days prior to the effective date that the Insured acquires or leases the subject location.</p>	<p>Automatic Acquisition – Coverage for mid-term transactions for values that are less than \$25,000,000 shall be added as a covered location, upon the closing date of such acquisition, or the effective date of such lease, management, rental or occupation right or obligation, respectively, for no additional premium. An application and notification of title or occupancy must be provided to Ironshore within 180 days.</p> <p>Property valued at more than \$25,000,000 purchased, leased or otherwise acquired by the Insured needs to be reported to the Insurer within 180 days, along with a completed and signed Site Pollution Incident Legal Liability Select Application and shall be added as a covered location upon the closing date of such acquisition subject to an additional premium of \$.0006832 per \$100 of Total Insurable Values, pro-rated with a minimum premium of \$425. There will be no additional premium for any Covered Property with Total Insurable Values which are less than \$25,000,000.</p>

### SUMMARY OF PROPOSED CHANGES

#### THE FOLLOWING ITEMS ARE PROPOSED CHANGES FOR THE 2021-2022 POLICY TERM

Coverage	2020-2021	2021-2022 Proposed Changes
Coverages (Continued)	<p>Defense Costs and Expenses are an additional \$100,000 outside the per member limit and within the overall policy aggregate limit.</p>	<p>Defense is within the limits of liability</p>
	<p>Blanket Coverage included for Non-Owned Locations. Includes any transfer, storage, treatment or disposal facilities which are used by the Insured, but not owned or operated by the Insured, provided that:</p> <ul style="list-style-type: none"> <li>• The waste materials are generated from the Insured's own site, transportation, or covered operations;</li> <li>• The transfer, storage, treatment or disposal facility is properly licensed and permitted to accept and dispose of such waste and has not filed for bankruptcy as of the date of the transfer, storage, treatment or disposal of such waste;</li> <li>• The transfer, storage, treatment or disposal facility is not listed or proposed to be listed on the Federal National Priorities List, or any equivalent state or local list as of policy inception.</li> </ul>	<p>Blanket Coverage included for Non-Owned Disposal Sites. Includes any transfer, storage, treatment or disposal facilities which are used by the Insured, but not owned, operated or rented by the Insured, provided that the transfer, storage, treatment or disposal facility is not listed or proposed to be listed on the Federal National Priorities List, or any equivalent state or local list as of policy inception.</p> <p>The BKK Landfill located at 2210 South Azusa Avenue, West Covina, CA is specifically excluded from coverage.</p>
Exclusions:	Virus and Communicable Disease	COVID-19
	Ports – <i>Defined as an Insured's own site on the coast or any other body of water where ships or watercraft can dock and transfer cargo to or from land and engages in the business of importing/exporting of goods.</i>	<i>Not covered. Pending wording to add ports.</i>
	<i>Not Previously Excluded</i>	Odor
	<i>Cyber Event – Does not apply to losses covered by the Cyber Event coverage in this policy.</i>	<i>Silent</i>
	<i>Work Product – Does not apply to covered operations</i>	<i>Work Product – excluded</i>
	<i>Sewage Backup Coverage Exclusion – Does not apply to an Insured's own site.</i>	<i>Sewage Backup- sewage backup on to 3<sup>rd</sup> party sites excluded. Coverage applies for sewage backup on to an insured site only.</i>
	Offshore operations	<i>Not Excluded</i>

**SUMMARY OF PROPOSED CHANGES**

**THE FOLLOWING ITEMS ARE PROPOSED CHANGES FOR THE 2021-2022 POLICY TERM**

Coverage	2020-2021	2021-2022 Proposed Changes
Exclusions: (Continued)	<i>Landfills, recycling facilities</i>	Landfill Closure, Post-Closure and Reclamation Costs
	<i>Not Previously Excluded</i>	Discharge Control
	<i>Not Previously Excluded</i>	Engineering Controls / Operation and Maintenance (O&M) Costs
	<i>Not Previously Excluded</i>	Groundwater and Surface Water Monitoring Costs
	<i>Arising from a known claim or legal action existing prior to the first date of the period of insurance and known by a responsible insured as disclosed in the application or submission materials including, but not limited to: Open claims provided within the submission and re-evaluated at policy inception pending updated loss runs.</i>	Known Pollution Incidents (known prior to July 1, 2021)
	<i>Not Previously Excluded</i>	Capital Improvement- Applies to any auto repair facility, airport, golf course, fuel depot, fuel storage, shooting ranges only
	<i>Not Previously Excluded</i>	Expected or Intended Injury or Damage (Product Pollution and Covered Operations only)
	<i>Known Injury or Damage</i>	Known Injury or Damage (Product Pollution and Covered Operations only)
	<i>Not Previously Excluded</i>	Product Disposal (Product Pollution Only)
	<i>Products as Waste (Product Pollution Only)</i>	Products as Waste (Product Pollution Only)
	<i>Not Previously Excluded</i>	Transportation (Product Pollution and Covered Operations only)
	<i>Not Previously Excluded</i>	Damage to Your Work (Covered Operations Only)
<i>Insured's products does not include waste materials unless such waste materials are sold, furnished or supplied to a third party for beneficial reuse pursuant to applicable environmental law.</i>	Waste Products, Treatment or Disposal (Covered Operations Only)	

**SUMMARY OF PROPOSED CHANGES**

**THE FOLLOWING ITEMS ARE PROPOSED CHANGES FOR THE 2021-2022 POLICY TERM**

Coverage	2020-2021	2021-2022 Proposed Changes
<p>Exclusions: (Continued)</p>	<p>Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS) and Related Chemicals or Products – <i>includes any precursors, additives, daughter compounds or degradation by-products.</i></p>	<p>Any perfluoroalkyl or polyfluoroalkyl substance (PFAS), including but not limited to perfluoroalkyl acids (PFAAs), perfluorooctanoic acid (PFOA), perfluorooctane sulfonate (PFOS), perfluoroheptanoic acid (PFHpA), perfluorononanoic acid (PFNA), perfluorohexanesulfonic acid (PFHxS), GenX, C8, ADONA, perfluoroalkane sulfonyl fluoride (PASf), perfluorobutanesulfonic acid (PFBS), polytetrafluoroethylene (PTFE), perfluoropolyethers (PFPEs), fluoropolymers, perfluorononanoic acid, ammonium perfluorooctanoate, or any associated salts, acids, alcohols, precursor chemicals or related higher homologue chemicals. This also includes aqueous film forming foam (AFFF) containing PFAS (at any concentration) or any additives or component materials contained therein or degradation byproducts thereof.</p>
	<p><i>Voluntary clean-up promulgated, adopted, or implemented by an insured during the period of insurance and applicable to pollution conditions at an insured's own site are excluded.</i></p>	<p>Voluntary Site Investigation applies to any auto repair facility, airport, golf course, fuel depot, fuel storage, shooting ranges only</p>
	<p><i>Claims or loss arising for property damage to the insured's products are excluded.</i></p>	<p>Damage to Your Product (Product Pollution Only)</p>
	<p><i>Claims or loss arising for property damage to the insured's products or for property damage to that particular part of real property on which the insured, or any persons or entities acting on the insured's behalf, are performing covered operations, including any property damage caused by materials, parts or equipment furnished in connection with such covered operations.</i></p>	<p>Damage to Property (Covered Operations Only)</p>

**SUMMARY OF PROPOSED CHANGES**

**THE FOLLOWING ITEMS ARE PROPOSED CHANGES FOR THE 2021-2022 POLICY TERM**

Coverage	2020-2021	2021-2022 Proposed Changes
Retentions / Deductibles:	<p><b>\$150,000 Overall Policy Deductible</b> Per Pollution Incident retention except for specific retentions below (all pollution incidents except where noted below)</p> <p>Per Named Insured Aggregate retention applicable to all Pollution Incidents except for specific retentions below</p> <p><b>\$450,000</b></p> <p><b>\$250,000</b> Per Named Insured maintenance retention applicable to all Pollution Incidents except for specific retentions below</p> <p><b>\$250,000</b> Each Pollution Incident Prior to July 1, 2021</p>	<p><b>\$250,000 Overall Policy Deductible</b> (Each Pollution Incident After July 1, 2021 and except where noted below)</p> <p>N/A</p> <p><b>\$500,000</b> Each Pollution Incident Prior to July 1, 2021</p>
Retentions / Deductibles (Continued)	<p><b>\$500,000</b> Per Named Insured retention applicable to microbial matter for K-12 school districts only – <i>does not erode the Aggregate retention</i></p> <p><b>\$150,000</b> Sewage Backup</p> <p><b>\$750,000</b> Underground Storage Tanks Specific – <i>does not erode the Aggregate retention</i></p>	<p><b>\$500,000*</b> Per Named Insured applicable to mold in K-12 schools (*or \$50,000 per room impacted, whichever is greater – a room is considered equal to 250 sq ft of floor space)</p> <p><b>\$500,000</b> Sewage Backup and Overcharge</p> <p><b>\$750,000</b> Underground Storage Tanks (less than 25 years old)</p> <p><b>\$1,000,000</b> Underground Storage Tanks (more than 25 years old)</p>
Minimum Earned Premium	25% Earned Premium at Inception; deemed 100% fully earned in the event of claim or loss	100% Earned Premium at Inception
Claim Reporting	<p>Allianz Global Corporate &amp; Specialty                      Attn: FNOL Claims Unit                      1 Progress Point Parkway, 2<sup>nd</sup> Floor                      O'Fallon, MO 63368                      In emergency, call: (800) 558-1606                      Fax: (800) 323-6450                      Email: <a href="mailto:NewLoss@agcs.allianz.com">NewLoss@agcs.allianz.com</a>                      Online Claims Reporting form available at:  <a href="http://www.agcs.allianz.com/global-offices/united-states">www.agcs.allianz.com/global-offices/united-states</a></p>	<p>Ironshore Environmental Claims CSO                      28 Liberty Street, 5th Floor                      New York, NY 10005 Office                      By phone via:                      24 Hour Claims Phone Number (888)292-0249                      FAX to: 646-826-6601                      Email: <a href="mailto:USClaims@ironshore.com">USClaims@ironshore.com</a></p>



**ALLIANT PROPERTY INSURANCE PROGRAM**  
**PROPOSED LIST OF CARRIERS**  
**JULY 1, 2021 TO JULY 1, 2022**

- |  |   |
|--|---|
| Arch Specialty Insurance Company               | Ironshore Specialty Insurance Company     |
| Aspen Specialty Insurance Company              | Lancashire Insurance Company (UK) Ltd.    |
| Ategrity Specialty Insurance Company           | Landmark American Insurance Company       |
| Berkshire Hathaway Specialty Insurance Company | Lexington Insurance Company               |
| Chubb Bermuda Insurance Ltd.                   | Liberty Mutual Fire Insurance Company     |
| Endurance Worldwide Insurance Limited          | Lloyd's of London Syndicates              |
| Evanston Insurance Company                     | Partner Re Ireland Insurance Ltd          |
| Everest Indemnity Insurance Company            | Princeton Excess & Surplus Lines Ins. Co. |
| Fidelis Underwriting Limited                   | RSUI Indemnity Company                    |
| Hallmark Specialty Insurance Company           | QBE Specialty Insurance Company           |
| Homeland Insurance Company of New York         | Westport Insurance Corporation            |
| International General Insurance Company        | XL Insurance America, Inc.                |

**ALLIANT INSURANCE SERVICES, INC.  
ALLIANT PROPERTY INSURANCE PROGRAM (APIP)  
CYBER INSURANCE SUMMARY PROPOSAL**

**TYPE OF COVERAGE:** Information Security & Privacy Insurance with Electronic Media Liability Coverage

**PROGRAM:** **Alliant Property Insurance Program (APIP) inclusive of Public Entity Property Insurance Program (PEPIP), and Hospital All Risk Property Program (HARPP)**

**NAMED INSURED:** Any member(s), entity(ies), agency(ies), organization(s), enterprise(s) and/or individual(s), attaching to each Declaration insured under the ALLIANT PROPERTY INSURANCE PROGRAM (APIP), inclusive of PUBLIC ENTITY PROPERTY INSURANCE PROGRAM (PEPIP) and HOSPITAL ALL RISK PROPERTY PROGRAM (HARPP) as their respective rights and interests may appear which now exist or which hereafter may be created or acquired and which are owned, financially controlled or actively managed by the herein named interest, all jointly, severally or in any combination of their interests, for account of whom it may concern (all hereinafter referred to as Member(s) / Entity(ies)).

**DECLARATION:** Various Declarations as on file with Insurer

**POLICY PERIOD:** July 1, 2021 to July 1, 2022

**POLICY #:** TBD

**TERRITORY:** WORLD-WIDE

**RETROACTIVE DATE:** **APIP/PEPIP**  
*For new members – the retro active date will be the date of addition*

July 1, 2021 For existing members included on the July 1, 2021/22 policy

July 1, 2020 For existing members included on the July 1, 2020/21 policy

July 1, 2019 For existing members included on the July 1, 2019/20 policy

July 1, 2018 For existing members included on the July 1, 2018/19 policy

July 1, 2017 For existing members included on the July 1, 2017/18 policy

July 1, 2016 For existing members included on the July 1, 2016/17 policy

July 1, 2015 For existing members included on the July 1, 2015/16 policy

July 1, 2014 For existing members included on the July 1, 2014/15 policy

July 1, 2013 For existing members included on the July 1, 2013/14 policy

July 1, 2012 For existing members included on the July 1, 2012/13 policy

July 1, 2011 For existing members included on the July 1, 2011/12 policy

July 1, 2010 For existing members included on the July 1, 2010/11 policy

**CSU**  
July 1, 2008 California State University and CSU Auxiliary Organizations

**INSURER:** Lloyd’s of London - Beazley Syndicate:  
Syndicates 2623 - 623 - 100%

<b>COVERAGES &amp; LIMITS:</b>	Ai.	\$ 40,000,000	<b>Annual Policy and Program Aggregate Limit of Liability</b> (subject to policy exclusions) for all Insureds/Members combined (Aggregate for all coverage's combined, including Claims Expenses), subject to the following limits and sub-limits as noted.
	Aii.	\$ 2,000,000	<b>Insured/Member Annual Aggregate Limit of Liability</b> (subject to policy exclusions) for each Insured/Member, within the Annual Policy and Program Aggregate Limit of Liability (Aggregate for all coverages combined, including Claim Expenses) subject to the following limits and sub-limits as noted.

**BREACH RESPONSE**

<b>Breach Response Costs:</b>	\$	500,000	<b>Aggregate Limit of Liability</b> for each Insured/Member (Limit is increased to \$1,000,000 if Beazley Nominated Services Providers are used)
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**FIRST PARTY LOSS**

<b>Business Interruption Loss Resulting from Security Breach:</b>	\$	750,000	<b>Aggregate Limit of Liability</b> for each Insured/Member
<b>Business Interruption Loss Resulting from System Failure:</b>	\$	500,000	<b>Aggregate Limit of Liability</b> for each Insured/Member
<b>Dependent Business Loss Resulting from Security Breach:</b>	\$	750,000	<b>Aggregate Limit of Liability</b> for each Insured/Member
<b>Dependent Business Loss Resulting from System Failure:</b>	\$	100,000	<b>Aggregate Limit of Liability</b> for each Insured/Member
<b>Cyber Extortion Loss:</b>	\$	750,000	<b>Aggregate Limit of Liability</b> for each Insured/Member
<b>Data Recovery Costs:</b>	\$	750,000	<b>Aggregate Limit of Liability</b> for each Insured/Member

**LIABILITY**

<b>Data &amp; Network Liability:</b>	\$	2,000,000	<b>Aggregate Limit of Liability</b> for each Insured/Member for all Damages and Claims Expenses
<b>Regulatory Defense &amp; Penalties:</b>	\$	2,000,000	<b>Aggregate Limit of Liability</b> for each Insured/Member



<b>Payment Card Liabilities &amp; Costs:</b>	\$	2,000,000	<b>Aggregate Limit of Liability</b> for each Insured/Member
<b>Media Liability:</b>	\$	2,000,000	<b>Aggregate Limit of Liability</b> for each Insured/Member for all Damages and Claims Expenses
<b>eCRIME</b>			
<b>Fraudulent Instruction:</b>	\$	75,000	<b>Aggregate Limit of Liability</b> for each Insured/Member
<b>Funds Transfer Fraud:</b>	\$	75,000	<b>Aggregate Limit of Liability</b> for each Insured/Member
<b>Telephone Fraud:</b>	\$	75,000	<b>Aggregate Limit of Liability</b> for each Insured/Member
<b>CRIMINAL REWARD</b>			
<b>Criminal Reward:</b>	\$	25,000	<b>Aggregate Limit of Liability</b> for each Insured/Member
<b>COVERAGE ENDORSEMENT(S)</b>			
<b>Reputation Loss:</b>	\$	100,000	<b>Aggregate Limit of Liability</b> for each Insured/Member
<b>Claims Preparation Costs for Reputation Loss Claims Only:</b>	\$	50,000	<b>Aggregate Limit of Liability</b> for each Insured/Member
<b>Computer Hardware Replacement Costs:</b>	\$	100,000	<b>Aggregate Limit of Liability</b> for each Insured/Member
<b>Invoice Manipulation:</b>	\$	100,000	<b>Aggregate Limit of Liability</b> for each Insured/Member
<b>Cryptojacking:</b>	\$	25,000	<b>Aggregate Limit of Liability</b> for each Insured/Member
<b>RETENTION:</b>	\$	TBD	CSU Auxiliary Organizations only
	\$	50,000	Per Claim for each Member/Insured with Total Insured Value (TIV) up to \$250,000,000 at the time of policy inception
		8	Hour waiting period for Dependent/Business Interruption Loss
	\$	100,000	Per Claim for each Member/Insured with Total Insured Value (TIV) greater than \$250,000,000 and up to \$750,000,000 at the time of policy inception
		8	Hour waiting period for Dependent/Business Interruption Loss
	\$	250,000	Per Claim for each Member/Insured with Total Insured Value (TIV) greater than \$750,000,000 at the time of policy inception
		8	Hour waiting period for Dependent/Business Interruption Loss

**NOTICES:**

**Policy coverage of this policy provides coverage on a claims made and reported basis; except as otherwise provided, coverage under noted coverage schedule applies only to claims first made against the Insured/Member and reported to underwriters during the policy period. Claims expenses shall reduce the applicable limit of liability and are subject to the applicable retention.**

**This is a shared limit policy among the Named Insureds. The per Insured/Member policy limits are on a per claim or incident for each Insured/Member basis, sub-limits listed are aggregated per Insured/Member and are within the total Insured/Member aggregate limit. In the event of a claim/incident with multiple Insureds/Members exhausting the program aggregate limit provided by the Insurer to Insureds/Members, payment to all Insureds/Members for the claim/incident will be determined by the Insurer. Where coverages are aggregated, sub-limit and limits apply to all Insureds/Members for the entire Policy Period unless specifically stated otherwise. The policy aggregate limit is not a per Insured/Member maximum limit.**

**EXTENDED REPORTING PERIOD:**

For Named Insured - To be determined at the time of election (additional premium will apply)

**SPECIFIC COVERAGE PROVISIONS:**

**A. Breach Response** indemnifies the Insured/Member for Breach Response Costs incurred by the Insured/Member because of an actual or reasonably suspected Data Breach or Security Breach that the Insured first discovers during the Policy Period.

**B. First Party Loss**

*Business Interruption Loss* indemnifies the Insured/Member for a Business Interruption Loss sustained as a result of a Security Breach or System Failure that the Insured first discovers during the Policy Period.

*Dependent Business Interruption Loss* indemnifies the Insured/Member for a Dependent Business Interruption Loss sustained as a result of a Security Breach or a System Failure that the Insured first discover during the Policy Period.

*Cyber Extortion Loss* indemnifies the Insured/Member for a Cyber Extortion Loss incurred as a result of an Extortion Threat first made against the Insured/Member during the Policy Period.

*Data Recovery Costs* indemnifies the Insured/Member for Data Recovery Costs incurred as a direct result of a Security Breach or System Failure that the Insured first discovers during the Policy Period.

**SPECIFIC COVERAGE C. PROVISIONS: CONTINUED**

**Liability**

*Data & Network Liability* pays Damages and Claims Expenses, which the Insured is legally obligated to pay because of any Claim first made against any Insured during the Policy Period for a Data Breach, a Security Breach, the Insured's failure to disclose a Data Breach or Security Breach, or failure of the Insured to comply with the part of a Privacy Policy that specifically is related to disclosure, access or procedures related to Personally Identifiable Information.

*Regulatory Defense & Penalties* pays Penalties and Claims Expenses, which the Insured is legally obligated to pay because of a Regulatory Proceeding first made against any Insured during the Policy Period for a Data Breach or a Security Breach.

*Payment Card Liabilities & Costs* indemnifies the Insured/Member for PCI Fines, Expenses and Costs which it is legally obligated to pay because of a Claim first made against any Insured during the Policy Period.

*Media Liability* pays Damages and Claims Expenses, which the Insured is legally obligated to pay because of any Claim first made against any Insured during the Policy Period for electronic Media Liability.

**D. eCrime** indemnifies the Insured/Member for any direct financial loss sustained resulting from:

- *Fraudulent Instruction*
- *Funds Transfer Fraud*
- *Telephone Fraud*

That the Insured first discovers during the Policy Period.

**E. Criminal Reward** indemnifies the Insured/Member for Criminal Reward Funds.

**Coverage Endorsement(s)**

**Reputational Loss** indemnifies the Insured Organization for Reputation Loss that the Insured Organization sustains solely as a result of an Adverse Media Event that occurs during the Policy Period, concerning: a Data Breach, Security Breach, or Extortion Threat that the Insured first discovers during the Policy Period

**Computer Hardware Replacement Costs** is part of the Extra Expense coverage. Extra Expense means reasonable and necessary expenses incurred by the Insured Organization during the Period of Restoration to minimize, reduce or avoid Income Loss, over and above those expenses the Insured Organization would have incurred had no Security Breach, System Failure, Dependent Security Breach or Dependent System Failure occurred; and includes reasonable and necessary expenses incurred by the Insured Organization to replace computers or any associated devices or equipment operated by, and either owned by or leased to, the Insured Organization that are unable to function as intended due to corruption or destruction of software or firmware directly resulting from a Security Breach

**Invoice Manipulation** indemnifies the Insured Organization for Direct Net Loss resulting directly from the Insured Organization's inability to collect Payment for any goods, products or services after such goods, products or services have been transferred to a third party, as a result of Invoice Manipulation that the Insured first discovers during the Policy Period. Invoice Manipulation means the release or distribution of any fraudulent invoice or fraudulent payment instruction to a third party as a direct result of a Security Breach or a Data Breach.

**Cryptojacking** indemnifies the Insured Organization for any direct financial loss sustained resulting from Cryptojacking that the Insured first discovers during the Policy Period. Cryptojacking means the Unauthorized Access or Use of Computer Systems to mine for Digital Currency that directly results in additional costs incurred by the Insured Organization for electricity, natural gas, oil, or internet.

**EXCLUSIONS:**  
*(Including but not limited to)*

Coverage does not apply to any claim or loss from:

- Bodily Injury or Property Damage
- Trade Practices and Antitrust
- Gathering or Distribution of Information
- Prior Known Acts & Prior Noticed Claims
- Racketeering, Benefit Plans, Employment Liability & Discrimination
- Sale or Ownership of Securities & Violation of Securities Laws
- Criminal, Intentional or Fraudulent Acts
- Patent, Software Copyright, Misappropriation of Information
- Governmental Actions
- Other Insureds & Related Enterprises
- Trading Losses, Loss of Money & Discounts
- Media-Related Exposures – Contractual liability or obligation
- Nuclear Incident
- Radioactive Contamination
- Sanctions Limitation
- War and Civil War
- Asbestos, Pollution and Contamination
- First Party Loss – with respects: 1. seizure, nationalization, confiscation, or destruction of property or data by order of any governmental or public authority; 2. costs or expenses incurred by the Insured to identify or remediate software program errors or vulnerabilities or update, replace, restore, assemble, reproduce, recollect or enhance data or Computer Systems to a level beyond that which existed prior to a Security Breach, System Failure, Dependent Security Breach, Dependent System Failure or Extortion Threat; 3. failure or malfunction of satellites or of power, utility, mechanical or telecommunications (including internet) infrastructure or services that are not under the Insured Organization’s direct operational control; or 4. fire, flood, earthquake, volcanic eruption, explosion, lightning, wind, hail, tidal wave, landslide, act of God or other physical event.

**NOTICE OF CLAIM:**

- **IMMEDIATE NOTICE** must be made to Beazley NY of all potential claims and circumstances (assistance, and cooperation clause applies)
- Claim notification under this policy is to:  
 Beazley Group  
 Attn: TMB Claims Group  
 1270 Avenue of the Americas  
 New York, NY 10020  
[bbr.claims@beazley.com](mailto:bbr.claims@beazley.com)

**NOTICE OF CANCELLATION:** 10 days for non-payment of premium

**CYBER COST:** Cost is included in Total Property Premium

**OTHER SERVICES** Unlimited Access to Beazley Breach Solutions website

**BROKER:** ALLIANT INSURANCE SERVICES, INC.  
  
License No. 0C36861

**NOTES:**

- **Some coverage, limits, sub-limits, terms and conditions will change, as negotiations are ongoing. Changes will be documented and accompany the Binder Confirmation for July 1, 2021 bound terms.**
- **Major pending and approved changes to the APIP Program are described in the Executive Summary for renewing insureds.**
- **This indication is based on the current loss experience and is subject to change if this insured's loss ratio deteriorates further and/or if the markets suffer a catastrophic event**
- **Coverage outlined in this Summary is subject to the terms and conditions set forth in the policy.**
- **Please refer to Policy for specific terms, conditions and exclusions – not yet finalized.**
- **Change in Total Insurable Values and loss experience will result in adjustment in premium**

## SUMMARY OF CYBER INSURANCE CHANGES

THE FOLLOWING ITEMS ARE PROPOSED CHANGES FOR THE 2021-2022 POLICY TERM

Coverage	2020-2021	2021-2022 Proposed Changes	Status
Beazley Breach Response Endorsement	Coverage offered	Underwriting required	Change in Availability
Retention Buy-Down Endorsement	Coverage offered	Underwriting required	Change in Availability
Increase Breach Response Cost	Coverage offered	Underwriting required	Change in Availability
Tech Errors & Omissions	Coverage offered	Underwriting required	Change in Availability
Retention	Retention Level either \$50k or \$100k based on TIV	Retention Level either \$50k, \$100k, or \$250k based on TIV	Change in Retention
Computer Hardware Replacement Costs	\$75,000 per Member annual aggregate sublimit	\$100,000 per Member annual aggregate sublimit	Increase in Sublimit
Reputation Loss	\$50,000 per Member annual aggregate sublimit	\$100,000 per Member annual aggregate sublimit	Increase in Sublimit
Business Interruption – Security Failure	\$2,000,000 per Member annual aggregate Limit	\$750,000 per Member annual aggregate sublimit	Decrease in Sublimit
Cyber Extortion	\$2,000,000 per Member annual aggregate Limit	\$750,000 per Member annual aggregate sublimit	Decrease in Sublimit
Data Recovery Costs	\$2,000,000 per Member annual aggregate Limit	\$750,000 per Member annual aggregate sublimit	Decrease in Sublimit
War and Civil War Exclusion	Not Excluded	Exclusion Added	Excluded

Asbestos, Pollution and Contamination Exclusion	Not Excluded	Exclusion Added	Excluded
New Member Rating Endorsement	Per Policy	Endorsement Language Revised	Language Revision
Bordereaux Reporting Endorsement	Per Policy	Endorsement Language Revised	Language Revision
Members with no TIV Endorsement	Per Policy	Endorsement Language Revised	Language Revision
Caps on Losses Arising out of Certified Acts of Terrorism	N/A	Newly Added	New
Employee Device Endorsement	N/A	Newly Added	Coverage Enhancement
Amend Notice of Circumstance (Compliance with Law Enforcement)	N/A	Newly Added	Coverage Enhancement
Recognize Erosion of Retention for Crime Insuring Agreement	N/A	Newly Added	Coverage Enhancement
State Amendatory Inconsistency Endorsement	N/A	Newly Added	Coverage Enhancement
Amend Data Breach Definition	N/A	Newly Added	Coverage Enhancement
Consolidated Claims Handling	APIP Core and BBR claims handled by separate teams	All claims have been consolidated under one team at Beazley	Administrative
Policy Aggregate Limit	\$45,000,000	\$40,000,000	Decrease in policy aggregate limit

**ALLIANT PROPERTY INSURANCE PROGRAM**  
**2021-2022**  
**NAMED INSURED SCHEDULE**  
**As of 06/07/2021**

**THE NAMED INSURED IS:**

City of Marysville  
1049 State Ave  
Marysville, WA 98270

Named Insured shall be deemed the sole agent of each and every Named Insured for the purpose of:

- (1) Giving notice of cancellation,
- (2) Giving instructions for changes in the Policy and accepting changes in this Policy
- (3) The payment of assessments / premiums or receipt of return assessments / premiums.

Member(s), entity(ies), agency(ies), organization(s), enterprise(s) and/or individual(s) for whom the Named Insured has extended coverage is as follows:

**NAMED INSURED MEMBER(S)**

City of Marysville



## ALLIANT INSURANCE SERVICES

### POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

June 7, 2021

Named Insured: **City of Marysville**

We are required to send you this notice pursuant to federal legislation concerning terrorism insurance. The below is for TRIA coverage as issued by the United States of America and is not tied to or representative of the Terrorism coverage offered in our property insurance program.

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury--- in consultation with the Secretary of Homeland Security, and the Attorney General of the United States--- to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should know that where coverage is provided by this policy for losses resulting from certified acts of terrorism, such losses may be partially reimbursed by the United States Government under a formula established by federal law. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is provided below and does not include any charges for the portion of loss that may be covered by the federal government under the act.

You should also know that the Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

COVERAGE OF "ACTS OF TERRORISM" AS DEFINED BY THE REAUTHORIZATION ACT WILL BE PROVIDED FOR THE PERIOD FROM THE EFFECTIVE DATE OF YOUR NEW OR RENEWAL POLICY THROUGH THE EARLIER OF THE POLICY EXPIRATION DATE OR DECEMBER 31, 2027. EFFECTIVE DECEMBER 31, 2027 THE TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT EXPIRES.

THE PREMIUM CHARGED FOR THIS COVERAGE CAN BE REQUESTED BELOW AND WILL NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

**SELECTION OR REJECTION OF THE TERRORISM RISK INSURANCE ACT, as AMENDED (A.K.A.: TRIA, TRIEA, TRIPRA, TRIP OR TRIPA. We refer to these collectively as "TRIA".)**

THIS COVERAGE IS OUTSIDE OF THE PROGRAM'S TERRORISM COVERAGES AND LIMITS. IT IS PROVIDED AND OVERSEEN BY THE U.S. GOVERNMENT.

THIS COVERAGE IS CONSIDERED RESTRICTIVE COMPARED TO THE APIP TERRORISM LIMITS AND COVERAGES AVAILABLE. THIS ACT DOES NOT FOLLOW OUR PROGRAM'S TERRORISM POLICIES.

HOWEVER IF YOU'D LIKE A QUOTE FOR TRIA COVERAGE, PLEASE CHECK THE "I AM INTERESTED" BOX. OTHERWISE, PLEASE CHECK THE "DECLINE" BOX. YOUR SIGNATURE FOR CONFIRMATION OF RECEIPT IS REQUIRED. ANY QUESTIONS? PLEASE CALL YOUR SERVICE TEAM MEMBER.

	I am interested in receiving a quote for Terrorism Risk Insurance Act coverage as required by law to be offered under the last amended Act. Please provide me with a quote.
	I hereby decline to purchase Terrorism Risk Insurance Act coverage as required by law to be offered under the last amended Act.

\_\_\_\_\_  
Policyholder/applicant signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

City of Marysville

## Disclosures / Disclaimers

**This proposal of insurance is provided as a matter of convenience and information only. All information included in this proposal, including but not limited to personal and real property values, locations, operations, products, data, automobile schedules, financial data and loss experience, is based on facts and representations supplied to Alliant Insurance Services, Inc. by you. This proposal does not reflect any independent study or investigation by Alliant Insurance Services, Inc. or its agents and employees.**

**Please be advised that this proposal is also expressly conditioned on there being no material change in the risk between the date of this proposal and the inception date of the proposed policy (including the occurrence of any claim or notice of circumstances that may give rise to a claim under any policy which the policy being proposed is a renewal or replacement). In the event of such change of risk, the insurer may, at its sole discretion, modify, or withdraw this proposal, whether or not this offer has already been accepted.**

**This proposal is not confirmation of insurance and does not add to, extend, amend, change, or alter any coverage in any actual policy of insurance you may have. All existing policy terms, conditions, exclusions, and limitations apply. For specific information regarding your insurance coverage, please refer to the policy itself. Alliant Insurance Services, Inc. will not be liable for any claims arising from or related to information included in or omitted from this proposal of insurance.**

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at [www.alliant.com](http://www.alliant.com). For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Inc., Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.

Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations. Insurance brokerages such as Alliant Insurance typically rely upon rating agencies for this type of market analysis. Both A.M. Best and Standard and Poor's have been industry leaders in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings.

A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them via this [www.AmBest.com](http://www.AmBest.com). For additional information regarding insurer financial strength ratings visit Standard and Poor's website at [www.standardandpoors.com](http://www.standardandpoors.com).

Our goal is to procure insurance for you with underwriters possessing the financial strength to perform. Alliant does not, however, guarantee the solvency of any underwriters with which insurance or reinsurance is placed and maintains no responsibility for any loss or damage arising from the financial failure or insolvency of any insurer. We encourage you to review the publicly available information collected to enable you to make an informed decision to accept or reject a particular underwriter. To learn more about companies doing business in your state, visit the Department of Insurance website for that state.

## New York Regulation 194 and General Broker Compensation Disclosure

Alliant Insurance Services, Inc. is an insurance producer licensed by the State of New York and other States. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including

the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.

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## Disclosures / Disclaimers Cont.

### Privacy

At Alliant, one of our top priorities is making sure that the information we have about you is protected and secure. We value our relationship with you and work hard to preserve your privacy and ensure that your preferences are honored. At the same time, the very nature of our relationship may result in Alliant's collecting or sharing certain types of information about you in order to provide the products and services you expect from us. Please take the time to read our full Privacy Policy posted at [www.alliant.com](http://www.alliant.com), and contact your Alliant service team should you have any questions.

### FATCA:

The Foreign Account Tax Compliance Act (FATCA) requires the notification of certain financial accounts to the United States Internal Revenue Service. Alliant does not provide tax advice so please contact your tax consultant for your obligation regarding FATCA.

### NRRA:

*(Applicable if the insurance company is non-admitted)*

The Non-Admitted and Reinsurance Reform Act (NRRA) went into effect on July 21, 2011. Accordingly, surplus lines tax rates and regulations are subject to change which could result in an increase or decrease of the total surplus lines taxes and/or fees owed on this placement. If a change is required, we will promptly notify you. Any additional taxes and/or fees must be promptly remitted to Alliant Insurance Services, Inc.

## Changes and Developments

It is important that we be advised of any changes in your operations, which may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

- Mergers and/or acquisition and any change in business ownership, including percentages.
- Any newly assumed contractual liability, granting of indemnities or hold harmless agreements.
- Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises either purchased, constructed or occupied
- Circumstances which may require an increased liability insurance limit.
- Any changes in fire or theft protection such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to the system.
- Immediate notification of any changes to a scheduled of equipment, property, vehicles, electronic data processing, etc.
- Property of yours that is in transit, unless previously discussed and/or currently insured.

### Loss Notification Requirements:

Your policy will come with specific claim reporting requirements. Please make sure your organization understands these obligations and time limitations which are outlined in the attached Loss Notification documents. Contact your Alliant Service Team with any questions.

## Binding Requirements Recap

Required no later than June 28, 2021:

- Signed and dated Request to Bind Coverage form (below)
- Signed and dated Surplus Lines forms as required by your state and attached to this proposal\*
- Signed and dated APIP Claims Reporting Acknowledgement(s) Receipt Form
- Signed and dated Terrorism Risk Insurance ACT of 2002 as amended (a.k.a. TRIPRA 2015)

\*- only required for coverage in the following states: AR, CA, CT, FL, KS, MA, MT, NE, NY, ND, OH, RI, WV, WY

## Request to Bind Coverage

### City of Marysville

We have reviewed the proposal and agree to the terms and conditions of the coverages presented.

*This Authorization to Bind Coverage also acknowledges receipt and review of all disclaimers, disclosures, and loss notification requirements including exposures used to develop insurance terms, contained within this proposal.*

<b>Signature of Authorized Insured Representative</b>	<b>Date</b>
<b>Title</b>	
<b>Printed / Typed Name</b>	

**This proposal does not constitute a binder of insurance. Binding is subject to final carrier approval. The actual terms and conditions of the policy will prevail.**

**Did you know that Alliant works with premium financing companies?**

**Are you interested in financing your annual premium?**

<b>Yes, please provide us with a financing quote.</b>	<b>No, we do not wish to finance our premium.</b>
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## LOSS NOTIFICATION REQUIREMENT

### ALLIANT PROPERTY INSURANCE PROGRAM (APIP)

Claim notifications need to be sent to Robert Frey, Diana Walizada and Sandra Doig. In the event this is a *Cyber* loss please include item III contact, for a *Pollution* loss please include item IV contact in addition to Alliant Insurance Services contacts.

- I. During regular business hours (between 8:30 AM and 5:00 PM PST), First Notice of Claim should be reported to Alliant Insurance Services via telephone, fax, mail or e-mail to our San Francisco Office:

Robert A. Frey, RPA  
 Senior Vice President, Regional Claims Director  
 Voice: (415) 403-1445 Cell: (415) 518-8490  
 Email: [rfrey@alliant.com](mailto:rfrey@alliant.com)

Diana L. Walizada, AIC, CPIW, RPA, AINS  
 Vice President, Claims Unit Manager  
 Voice: (415) 403-1453  
 Email: [dwalizada@alliant.com](mailto:dwalizada@alliant.com)

Address: Alliant Insurance Services, Inc.  
 100 Pine St, 11<sup>th</sup> Floor  
 San Francisco CA 94111  
 Toll Free Voice: (877) 725-7695 Fax: (415) 403-1466

- II. Please be sure to include APIP's Claim Administrator as a CC on all Claims correspondence:

Sandra Doig  
 McLaren's Global Claims Services  
 Address: 1301 Dove St., Suite 200  
 Newport Beach, CA 92660  
 Voice: (949) 757-1413 Fax: (949) 757-1692  
 Email: [sandra.doig@mcclarens.com](mailto:sandra.doig@mcclarens.com)

- III. Cyber Liability Carrier Beazley NY needs to also be provided with Notice of Claim immediately (if purchased):

Beth Diamond  
 Beazley Group  
 Address: 1270 Avenue of the America's, Suite 1200  
 New York, NY 10020  
 Fax: (546) 378-4039  
 Email: [tmbclaims@beazley.com](mailto:tmbclaims@beazley.com)

Elaine G. Tizon, CISR  
 Assistant Vice President, Claims Advocate  
 Address: 100 Pine Street, 11<sup>th</sup> Floor  
 San Francisco, CA 94111-5101  
 Voice: (415) 403-1458 Fax: (415) 403-1466  
 Email: [elaine.tizon@alliant.com](mailto:elaine.tizon@alliant.com)

- IV. Pollution Liability Carrier Ironshore Specialty Insurance Company (if purchased):

Ironshore Environmental Claims CSO  
 Address: 28 Liberty Street, 5th Floor  
 New York, NY 10005  
 In emergency call: (888) 292-0249  
 Fax: (646) 826-6601  
 Email: [USClaims@ironshore.com](mailto:USClaims@ironshore.com)

Akbar Sharif  
 Claims Advocate  
 Address: 1301 Dove St. Ste. 200  
 Newport Beach, CA 92646  
 Voice: (949) 260-5088 Fax: (415) 403-1466  
 Email: [Akbar.Sharif@alliant.com](mailto:Akbar.Sharif@alliant.com)

Please include the Insured /JPA name along with the following information when reporting claims:

- Time, date and specific location of property damaged
- A description of the incident that caused the damage (such as fire, theft or water damage)
- Estimated amount of loss in dollars
- Contact person for claim including name, title, voice & fax numbers
- Complete and return the Property Loss Notice for processing.
- Mortgagee or Loss Payee name, address, and account number

## APIP Claims Reporting Acknowledgement(s) Receipt Form

The Claims Reporting Forms are being included with your packet to ensure claims reporting procedures are known and available for future reference. Please review the information. We ask that you share these critical documents with all members of your team (and Pool Members and their staffs where applicable.)

We request that you review the items indicated as attached, then complete the bottom portion, sign and submit to your Alliant Insurance Services representative either by a scanned e-mail or mail to have it be included in your insurance records.

- APIP Property Claims Reporting
- Cyber Claims Reporting (*this is a claims made policy*) if coverage is purchased
- Pollution Liability Claims Reporting (*this is a claims made policy*) if coverage is purchased

**Acknowledgement for Claims reporting procedures under Alliant Property Insurance Programs In effect: July 1, 2021 until further notice**

I have read and been informed about these separate reporting requirements under the coverage parts that apply to our entity as indicated above and provided through APIP by Alliant.

**Insured Entity Name: City of Marysville**

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**Authorized Signature:**

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Print Name

---

Date

---

Title:

IN THE EVENT OF A

## PROPERTY LOSS:

- 1) *Follow your organization procedures for reporting and responding to an incident*
- 2) *Alert local emergency authorities, as appropriate*
- 3) *Report the incident to Alliant Insurance Services immediately at:*

# 877-725-7695

**All property losses must be reported as soon as practicable upon knowledge within the risk management or finance division of the insured that a loss has occurred.**

Be prepared to give basic information about the location and nature of the incident, as well as steps which have been taken in response to the incident.

- 4) *Report the incident to McLarens Global Claims Services AND your Alliant representative*



**PROPERTY FIRST NOTICE OF LOSS FORM**

SEND TO: Alliant Insurance Services, Inc.

BY MAIL: 100 Pine Street, 11<sup>th</sup> Floor, San Francisco, CA 94111

BY FAX: (415) 403-1466

BY EMAIL: [rfrey@alliant.com](mailto:rfrey@alliant.com) AND [dwalizada@alliant.com](mailto:dwalizada@alliant.com)Carbon Copy APIP Claims Administrator: [sandra.doig@mclarens.com](mailto:sandra.doig@mclarens.com) and your Alliant representative

Today's Date: \_\_\_\_\_

Type of Claim: (check all that apply)

- Real Property                       Vehicles  
 Personal Property                 Other

**Insured's Name & Contact Information**

Insured's Name: \_\_\_\_\_ Point of Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email Address: \_\_\_\_\_

**Broker/Agent's Name & Contact Information**Company Name: Alliant Insurance Services - Claims      Point of Contact: Robert A. Frey & Diana L. WalizadaAddress: 100 Pine Street, 11<sup>th</sup> Floor, San Francisco, CA 94111Phone #: 1-877-725-7695Fax #: 415-403-1466**Policy Information**

Policy Number: \_\_\_\_\_ Policy Period: \_\_\_\_\_

Limits of Liability: \_\_\_\_\_ per \_\_\_\_\_ agg      Self-Insured Retention/Deductible: \_\_\_\_\_

**Loss Information**

Date of Incident/Claim: \_\_\_\_\_ Location: \_\_\_\_\_

Description of Loss:  
\_\_\_\_\_  
\_\_\_\_\_Please list all attached or enclosed documentation:  (check if none provided) \_\_\_\_\_  
\_\_\_\_\_

Name of Person Completing This Form: \_\_\_\_\_

Signature: \_\_\_\_\_

**Per the PEPIP USA Form Master Policy Wording, Section IV General Conditions;**

**K. NOTICE OF LOSS**

In the event of loss or damage insured against under this Policy, the Insured shall give notice thereof to ALLIANT INSURANCE SERVICES, INC., 100 Pine Street, 11th Floor, San Francisco, CA 94111-1073. TEL NO. (877) 725-7695, FAX NO. (415) 403-1466 of such loss. Such notice is to be made as soon as practicable upon knowledge within the risk management or finance division of the insured that a loss has occurred.

IN THE EVENT OF A  
**CYBER LOSS:**

- 1) *Follow your organizations procedures for reporting and responding to an incident*
- 2) *Alert authorities, as appropriate*
- 3) *Report the incident to Beazley Group immediately at:*

[tmbclaims@beazley.com](mailto:tmbclaims@beazley.com)

**All Cyber losses must be reported as soon as practicable upon knowledge by the insured that a loss has occurred.**

Be prepared to give basic information about the location and nature of the incident, as well as steps which have been taken in response to the incident.

- 4) *Report the incident to Alliant Claims Department and your Alliant representative*

**SPECIAL NOTE REGARDING PRIVACY NOTIFICATION COSTS:**

The policy provides a \$500,000 Aggregate Limit for Privacy Notification Costs. If you utilize a Beazley vendor, the limit is increased to \$1,000,000.

Please contact Beazley for a list of approved vendors.

**CYBER FIRST NOTICE OF LOSS FORM****SEND TO:** Beazley Group**BY MAIL:** 1270 Avenue of the America's, Suite 1200, New York, NY 10020**BY FAX:** (546) 378-4039**BY EMAIL:** [tmbclaims@beazley.com](mailto:tmbclaims@beazley.com)**CC Alliant Claims Department:**  
[elaine.tizon@alliant.com](mailto:elaine.tizon@alliant.com) , and your Alliant representative

Today's Date: \_\_\_\_\_

**Insured's Name & Contact Information**

Insured's Name: \_\_\_\_\_ Point of Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email Address: \_\_\_\_\_

**Broker/Agent's Name & Contact Information**Company Name: Alliant Insurance Services – Claims Point of Contact: Elaine TizonAddress: 100 Pine Street, 11<sup>th</sup> Floor, San Francisco, CA 94111Phone #: 877-725-7695 Fax #:415-403-1466**Policy Information**

Policy Number: \_\_\_\_\_ Policy Period: \_\_\_\_\_

Limits of Liability: \_\_\_\_\_ per \_\_\_\_\_ agg Self-Insured Retention/Deductible \_\_\_\_\_

**Loss Information**

Date of Incident/Claim: \_\_\_\_\_ Location: \_\_\_\_\_

Description of Loss: \_\_\_\_\_

Please list all attached or enclosed documentation:  (check if none provided) \_\_\_\_\_

Name of Person Completing This Form: \_\_\_\_\_

Signature: \_\_\_\_\_

**A. NOTICE OF CLAIM, LOSS OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM**

1. If any **Claim** is made against the **Insured**, the **Insured** shall, as soon as practicable upon knowledge by the **Insured**, forward to the Underwriters through persons named in Item 9.A. of the Declarations written notice of such **Claim** in the form of a telecopy, or express or certified mail together with every demand, notice, summons or other process received by the **Insured** or the **Insured's** representative; provided that with regard to coverage provided under Insuring Agreements I.A. and I.C., all **Claims** made against any **Insured** must be reported no later than the end of the **Policy Period**, in accordance with the requirements of the **Optional Extension Period** (if applicable), or within thirty (30) days after the expiration date of the **Policy Period** in the case of **Claims** first made against the Insured during the last thirty (30) days of the **Policy Period**.
  
2. With respect to Insuring Agreement I.B. for a legal obligation to comply with a **Breach Notice Law** because of an incident (or reasonably suspected incident) described in Insuring Clause I.A.1 or I.A.2, such incident or reasonably suspected incident must be reported as soon as practicable during the **Policy Period** after discovery by the Insured. For such incidents or suspected incidents discovered by the **Insured** within 60 days prior to expiration of the Policy, such incident shall be reported as soon as practicable, but in no event later than 60 days after the end the **Policy Period**, provided; if this Policy is renewed by Underwriters and covered **Privacy Notification Costs** are incurred because of such incident or suspected incident reported during the 60 day post **Policy Period** reporting period, then any subsequent **Claim** arising out of such incident or suspected incident is deemed to have been made during the **Policy Period**.
  
3. With respect to Insuring Agreements I.A. and I.C., if during the **Policy Period**, the **Insured** first becomes aware of any circumstance that could reasonably be the basis for a **Claim** it may give written notice to Underwriters in the form of a telecopy, or express or certified mail through persons named in Item 9.A. of the Declarations as soon as practicable during the **Policy Period** of:
  - a. the specific details of the act, error, omission, or **Security Breach** that could reasonably be the basis for a **Claim**;
  - b. the injury or damage which may result or has resulted from the circumstance; and
  - c. the facts by which the **Insured** first became aware of the act, error, omission or **Security Breach**

Any subsequent **Claim** made against the **Insured** arising out of such circumstance which is the subject of the written notice will be deemed to have been made at the time written notice complying with the above requirements was first given to the Underwriters.

4. A **Claim** or legal obligation under section X.A.1 or X.A.2 above shall be considered to be reported to the Underwriters when written notice is first received by Underwriters in the form of a telecopy, or express or certified mail or email through persons named in Item 9.A. of the Declarations of the **Claim** or legal obligation, or of an act, error, or omission, which could reasonably be expected to give rise to a **Claim** if provided in compliance with sub-paragraph X.A.3. above.

## IRONSHORE SPECIALTY INSURANCE COMPANY

IN THE EVENT OF AN

# ENVIRONMENTAL EMERGENCY:

**1) Follow your organization procedures for reporting and responding to an incident**

**1) Alert local emergency authorities, as appropriate**

**2) Report the incident immediately at:**

**888-292-0249**

**4) Report the incident to Alliant**

Akbar Sharif  
Claims Advocate  
949-260-5088  
415-403-1466 – fax  
[Akbar.Sharif@alliant.com](mailto:Akbar.Sharif@alliant.com)

Be prepared to give basic information about the location and nature of the incident, as well as steps which have been taken in response to the incident.

DO follow your organization's detailed response plan  
DO contact your management as well as appropriate authorities  
DO ensure anyone who could come in contact with a spill or release is kept away  
  
DO NOT ignore a potential spill or leak  
DO NOT attempt to respond beyond your level of training or certification

SEND TO: IRONSHORE ENVIRONMENTAL CLAIMS CSO
BY MAIL: 28 Liberty Street, 5th Floor, New York, NY 10005
BY FAX: (646) 826-6601
BY EMAIL: USClaims@ironshore.com
CC Alliant Insurance: Akbar.Sharif@alliant.com and your Alliant Representative

Today's Date: \_\_\_\_\_

Notice of: (check all that apply)

- Pollution Incident Potential Claim Other
Third-Party Claim Litigation Initiated

Insured's Name & Contact Information

Company Name: \_\_\_\_\_ Point of Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email Address: \_\_\_\_\_

Broker/Agent's Name & Contact Information

Company Name: Alliant Insurance Services - Claims Point of Contact: Akbar Sharif

Address: 1301 Dove St. Ste. 200 Newport Beach, CA 92660

Phone #: 1-949-260-5088

Policy Information

Policy Number: \_\_\_\_\_ Policy Period: \_\_\_\_\_

Limits of Liability: \_\_\_\_\_ per \_\_\_\_\_ agg Self-Insured Retention/Deductible \_\_\_\_\_

Loss Information

Date of Incident/Claim: \_\_\_\_\_ Location: \_\_\_\_\_

Claimant Name/Address: \_\_\_\_\_

Description of Loss: \_\_\_\_\_

Please list all attached or enclosed documentation: (check if none provided)

Name of Person Completing This Form: \_\_\_\_\_ Signature: \_\_\_\_\_