

January 24, 2022

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.

Anyone wishing to provide written or verbal public comment, must pre-register at this link 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

Audience Participation

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

- 1. Approval of the December 13, 2021 City Council Meeting Minutes
- 2. Approval of the January 3, 2022 City Council Work Session Minutes

Consent

- 3. Approval of the January 5, 2022 Claims in the Amount of \$290,859.96 Paid by EFT Transactions and Check Numbers 152556 through 152571
- 4. Approval of the December 31, 2021 (P13-A) Claims in the Amount of \$414,561.15 Paid by EFT Transactions and Check Numbers 152572 through 152646

Marysville City Council Meeting**January 24, 2022****7:00 p.m.****City Hall**

5. Approval of the December 31, 2021 (P13-B) Claims in the Amount of \$1,321,796.86 Paid by EFT Transactions and Check Numbers 152685 through 152825

6. Approval of the January 10, 2022 Payroll in the Amount of \$1,647,148.75 Paid by EFT Transactions and Check Numbers 33767 through 33787

7. Approval of the January 12, 2022 Claims in the Amount of \$654,043.78 Paid by EFT Transactions and Check Numbers 152647 through 152684

Review Bids**Public Hearings****New Business**

8. Consider Approving the GeoTest Services, Inc. Supplemental Agreement No.1 in the Amount of \$14,440.00

9. Consider Approving the Furniture Purchase Authorization for the Tower of the Marysville Civic Center in the Amount of \$350,000.00

10. Consider Approving the 2021-2022 Emergency Management Performance Grant (EMPG) Agreement in the Amount of \$37,660.00

11. Consider Approving the 2021-2022 Emergency Management Performance Grant – American Rescue Plan Act (EMPG-ARPA) Agreement in the Amount of \$12,845.00

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

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

Reconvene

January 24, 2022

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

City Hall

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.

Index #1

**Marysville City
Council**



**1049 State Avenue
Marysville, WA 98270**

**Regular Meeting
December 13, 2021**

Call to Order

Mayor Nehring called the meeting to order at 7:00 p.m.

Invocation

The invocation was given by Chaplain Dan Hazen.

Pledge of Allegiance

Mayor Nehring led those in attendance in the Pledge of Allegiance.

Roll Call

Present:

Mayor: Jon Nehring

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

Staff: Chief Administrative Officer (CAO) Gloria Hirashima, Finance Director Sandy Langdon, Information Services Director Worth Norton, Human Resources Director Jason Smith, Fire Chief Martin McFalls, Courts Administrator Suzanne Elsner, Systems Analyst Mike Davis, Public Works Services and Utilities Director Karen Latimer, Public Works Engineering and Transportation Director Jeff Laycock, Parks Director Tara Mizell, Police Chief Erik Scairpon, City Attorney Jon Walker, Communications Officer Connie Mennie

Approval of the Agenda

Motion to approve the Agenda moved by Councilmember Muller seconded by Councilmember Richards.

AYES: ALL

Presentations

A. Mayor's Employee Excellence Award

Mayor Nehring presented the Mayor's Employee Excellence Award to Rochelle Barker, Tina Brock, and Sandra Gyurkovics, original members of the Electronic Management Content Core Team. He reviewed their important work in developing a comprehensive electronic infrastructure that moved the City into the 21st century by transforming the City's record keeping and work processes from paper to electronic records. Director Norton, City Attorney Walker, CAO Hirashima, Director Langdon, and Courts Administrator Elsner commented on the valuable work done by this team and by others who have joined in their mission. Director Norton also announced that Sandra Gyurkovics will be retiring soon.

B. Marysville School District

Dr. Chris Pearson, Interim Superintendent of Marysville School District, and Dave Cram, Executive Director of Finance, gave an update on two upcoming four-year replacement levies which will be on the ballot in February. Dr. Pearson explained the first levy would support staffing; smaller class sizes; nurses, counselors, and librarians; programs for students with disabilities; transportation; enrichment activities; safety and security measures; instructional resources; and pre-K programs. The second would support technology initiatives and capital projects. Mr. Cram reviewed the impacts of the levies on the taxpayer. There were no Council comments or questions.

C. Councilmembers' Oath of Office

Mayor Nehring gave the Oath of Office to newly re-elected councilmembers Mark James and Michael Stevens.

Audience Participation

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

1. Approval of the November 8, 2021 City Council Meeting Minutes

Motion to approve the November 8, 2021 City Council Meeting Minutes as presented moved by Councilmember Richards seconded by Council President Norton.

AYES: ALL

Consent

2. Approval of the November 17, 2021 Claims in the Amount of \$5,876,005.94 paid by EFT Transactions and Check Numbers 151629 through 151770

3. Approval of the November 24, 2021 Claims in the Amount of \$872,963.79 paid by EFT Transactions and Check Numbers 151771 through 151887 with Check Numbers 139906, 140076, 141802, and 151358 Voided
4. Approval of the November 24, 2021 Payroll in the Amount of \$1,412,581.98 paid by EFT Transactions and Check Numbers 33718 through 33731
16. Approval of the December 1, 2021 Claims in the Amount of \$6,280,211.84 paid by EFT Transactions and Check Numbers 151888 through 152005 with Check Number 151872 Voided
17. Approval of the December 8, 2021 Claims in the Amount of \$657,565.73 paid by EFT Transactions and Check Numbers 152006 through 152133 with Check Number 140008 Voided
18. Approval of the December 10, 2021 Payroll in the Amount of \$1,506,640.82 paid by EFT Transactions and Check Numbers 33732 through 33745
5. Consider Approving the Contract Extension with Rae Boyd APRN, BC, PLLC for Custody Medical Services
6. Consider Approving the Grant Agreement with Washington State Department of Ecology for Phase II Improvements for the Downtown Stormwater Treatment Project in the Amount of \$2,637,395.00
7. Consider Approving the Community Development Block Grant Program Years 2022 and 2023 Funding Allocations in the Amount of \$365,000.00
8. Consider Approving the CARES Funding from the Administrative Office of the Courts in the Amount of \$16,723.00
9. Consider Approving the Enterprise Fleet Management Vehicle Lease Associated Agreements
10. Consider Approving the R&D Masonry (PA21-033) Easement Modifications
11. Consider Approving the Therapeutic Court Grant from Administrative Office of the Courts in the Amount of \$307,817.00

Motion to approve the Consent Agenda moved by Council President Norton seconded by Councilmember Richards.

AYES: ALL

Review Bids

Public Hearings

New Business

- 12. Consider Approving a Resolution of the City of Marysville Establishing the Policy for the Expense and Reimbursement of Travel, Meals, and Light Refreshments

Motion to approve Resolution 2509, a Resolution of the City of Marysville Establishing the Policy for the Expense and Reimbursement of Travel, Meals, and Light Refreshments moved by Councilmember Richards seconded by Councilmember Muller.
AYES: ALL

- 19. Consider Approving the Deed Conveying the Public Safety Building to the Marysville Fire District

City Attorney Walker explained that items 19-22 are part of the implementation of the Regional Fire Authority (RFA) Plan. Part of the plan involved the transfer of the Public Safety Building to the Marysville Fire District/RFA. Part of the offset of that was the Fire Administration Building being transferred to the City. With the Civic Campus not being fully complete the police cannot vacate the Public Safety Building resulting in the need to do leaseback agreements.

Motion to authorize the Mayor to sign and execute the Deed Conveying the Public Safety Building to the Marysville Fire District moved by Councilmember Muller seconded by Councilmember James.
AYES: ALL

- 20. Consider Approving the Deed Conveying the Fire Administration Building to the City of Marysville

Motion to authorize the Mayor to accept the Deed Conveying the Fire Administration Building to the City of Marysville moved by Councilmember Richards seconded by Council President Norton.
AYES: ALL

- 21. Consider Approving the Leaseback Agreement for the Public Safety Building

Motion to authorize the Mayor to execute the Leaseback Agreement for the Public Safety Building moved by Councilmember Stevens seconded by Councilmember James.
AYES: ALL

- 22. Consider Approving the Leaseback Agreement for the Fire Administration Building

Motion to authorize the Mayor to execute the Leaseback Agreement for the Fire Administration Building moved by Councilmember Richards seconded by Councilmember King.
AYES: ALL

23. Consider Approving the Teamsters City of Marysville Ratification Memorandum of Understanding

Director Smith summarized changes to the Memorandum of Understanding with the Teamsters.

Motion to authorize the Mayor to sign and execute the November 1, 2021 Ratification of the Teamsters Memorandum of Understanding to the Agreement and Appendix A moved by Council President Norton seconded by Councilmember James.

AYES: ALL

Legal

Mayor’s Business

13. 2022 Legislative Priorities

Motion to approve the 2022 Legislative Priorities moved by Councilmember James seconded by Councilmember King.

AYES: ALL

14. Community Transit Board of Directors Selection

Motion to send Mayor Nehring to the Community Transit caucus to run for another term on the Community Transit Board of Directors moved by Councilmember Richards seconded by Council President Norton.

AYES: ALL

15. Consider Approval of the Civil Service Commission Appointment: Toni Kief

Motion to approve the appointment of Toni Kief to the Civil Service Commission through March 2022 moved by Councilmember King seconded by Councilmember Muller.

AYES: ALL

Other Mayor's Business:

- Thanks to Council President Norton for running the Work Session last week.
- Thanks to staff and everyone involved in Marysville for the Holidays. The crowds were evidence that this was really appreciated.
- He and other staff members had a great time at the Buddy Bowl last weekend. This was a positive event for the community.
- He and Director Laycock were informed by WSDOT that they did not receive a bidder within the budgeted dollar amount for the I-5/529 Interchange project. He discussed a possible backstop option and stressed that there are already a lot of local dollars invested in this project. He stated that the City funded the 1st Street Bypass for several million dollars which is funded, constructed and ready to go to

meet the traffic coming off the interchange. The City Council and County Council also partially funded the IJR (Interchange Justification Report) for that interchange. He stressed that it is imperative to find a way to get the interchange constructed to keep the faith of the taxpayers.

- He thanked all staff and councilmembers for the pleasure of working together and having a very productive year. He is looking forward to 2022.
- Merry Christmas and Happy New Year to everyone.

Staff Business

Director Mizell reported that Premier Golf informed them that their majority investor, Leonard Green, is going to be switching the majority interest to an affiliate, TPG Global. This notification was done as part of the contract with the City, and no action is needed.

Chief Scairpon reported:

- The police held a Tip-a-Cop event last week at Applebee's where they raised over \$1200 for the Shop with a Cop program. They were then able to serve 13 families with shopping trips at Walmart for gifts for the family. Later in the afternoon several members of the department participated in the Buddy Bowl.
- Today they had the second of two large legislative stakeholder meetings on adjusting police reforms for this upcoming legislative session. It was a good call with some promising draft language to bring clarity to police operations, but there is still a number of items that need to be worked out. An official hearing on the draft language is expected to be held in January.
- He wished everyone Merry Christmas.

CAO Hirashima congratulated all the returning councilmembers on their new terms. She also wished Merry Christmas, Happy Holidays, and Happy New Year to everyone.

Call on Councilmembers and Committee Reports

Councilmember Stevens stated it has been a pleasure serving with everyone through 2021 and he is looking forward to serving another four years. He wished everyone a Merry Christmas and a Happy New Year.

Councilmember Vaughan thanked everyone for the opportunity to work together. He is looking forward to the coming year and what they will do together. He wished everyone a Merry Christmas.

Councilmember Muller reported on a great potluck dinner at the museum tonight. They played Christmas carols to a 125-year old pump organ. He also expressed appreciation for the Council and staff and the great work they do together. He wished everyone a Merry Christmas and a Happy New Year.

Councilmember Richards:

- He thanked whoever was in charge of distributing and collecting the new garbage cans. It was a very efficient process
- He congratulated those who received the Excellence Award from the Mayor tonight.
- Congratulations to those who got re-elected and sworn in tonight.
- He wished everyone Merry Christmas, Happy Hanukkah, Happy Kwanza, Happy Holidays, and Happy New Year.

Councilmember King:

- He thanked the City again for the holiday parade and lights.
- He sees that work is progressing nicely on the Cedar Avenue project between 1st and 4th and the new bridge over the Quilceda.
- He wished everyone Merry Christmas and Happy Holidays.

Councilmember James thanked the Mayor for administering the Oath of Office to him tonight. He is honored and will continue to work hard. Merry Christmas and Happy New Year to everyone.

Council President Norton:

- Congratulations to Councilmembers Stevens and James who were sworn in again for another term tonight.
- She proposed moving the meetings back to in person and that the meetings be open to the public. She solicited feedback from the rest of the Council. There was some discussion about whether the meetings should be closed and not have to wear masks if vaccinated or open to the public and everyone has to wear a mask. Council President Norton spoke in support of opening it up to the public meaning that everyone would need to wear a mask. Councilmember James asked if they could revert to masks off if there is no public present. City Attorney Walker replied they could, but they would have to then make it a closed meeting, and staff would need to enforce it. He noted that the Zoom portion of the meeting would still be required as well.

Councilmember Richards asked about making the Work Sessions closed so they could have masks off. City Attorney Walker indicated they could if that was the desire of the Council, but noted that is when a good portion of the presentations and discussion occur.

Council President Norton reiterated her preference to have all the meetings open to include the public and not put staff in the position of having to turn people away.

Councilmember Vaughan commented that there are frequently items that require a vote at Work Sessions. He noted that having access to all the meetings is part of having transparency of government. He agreed with Council President Norton's suggestion in order to facilitate open government and giving the public the ability to have access.

Councilmember Richards asked if councilmembers would still be able to participate via Zoom if they chose. Mayor Nehring affirmed that any councilmember or staff member who has a concern or does not wish to come live could have the option to Zoom in.

Motion to approve the Council meeting protocol with live and virtual meetings as explained by Council President Norton effective with the January 3 Work Session made by Councilmember Vaughan and seconded by Council President Norton.

AYES: ALL

Adjournment

Motion to adjourn the meeting moved by Councilmember Richards seconded by Councilmember Muller.

AYES: ALL

The meeting was adjourned at 8:30 p.m.

Approved this _____ day of _____, 2022.

Mayor
Jon Nehring

Index #2

City Council



**1049 State Avenue
Marysville, WA 98270**

**Work Session
January 3, 2022**

Call to Order

Mayor Nehring called the hybrid meeting to order at 7:00 p.m.

Pledge of Allegiance

Mayor Nehring led the meeting in Pledge of Allegiance.

Roll Call

Present:

Mayor: Jon Nehring

Council: Council President Norton, Councilmember Vaughan, Councilmember James, Councilmember King, Councilmember Muller, Councilmember Richards, Councilmember Stevens

Staff: Finance Director Sandy Langdon, Chief Administrative Officer (CAO) Gloria Hirashima, Public Works Services and Utilities Director Karen Latimer, Community Development Director Haylie Miller, Police Chief Erik Scairpon, Information Services Director Worth Norton, Systems Analyst Mike Davis, Public Works Engineering and Transportation Director Jeff Laycock, City Attorney Jon Walker, Parks & Recreation Director Tara Mizell, Fire Chief Martin McFalls, Deputy City Clerk Genevieve Geddis, Communications Officer Connie Mennie

Approval of the Agenda

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

AYES: ALL

Presentations

A. Councilmembers' Oath of Office

Council President Norton swore in Councilmembers Vaughan and King. Mayor Nehring congratulated them on their re-election.

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

1. Approval of the November 22, 2021 City Council Meeting Minutes
2. Approval of the December 3, 2021 City Council Retreat Minutes
3. Approval of the December 6, 2021 City Council Work Session Minutes
4. Approval of the December 20, 2021 City Council Special Meeting Minutes

Consent

5. Approval of the December 15, 2021 Claims in the Amount of \$1,430,231.46 paid by EFT Transactions and Check Numbers 152134 through 152284
6. Approval of the December 22, 2021 Claims in the Amount of \$2,869,006.94 paid by EFT Transactions and Check Numbers 152285 through 152417 with Check Numbers 14505 and 152019 Voided

Review Bids

Public Hearings

New Business

7. Consider the Termination from Voluntary Cleanup Program Agreement with the Department of Ecology for the Interfor Pacific Site at 60 State Avenue

Director Laycock reviewed this agreement to release the City from the Voluntary Cleanup Program.

8. Consider the Memorandum of Understanding with Medical Care Organization

Chief Scairpon explained this would allow the police to more efficiently provide continuity of care with medical providers for inmates.

9. Consider the Mental Health Alternatives Program (MAP) Court – Bridgeways Agreement

CAO Hirashima explained this is a continuation of the MAP Court program for 2022. The City of Marysville and the City of Everett have been contracting with Bridgeways to fund collectively a full-time employee to work with the courts and the prosecutor.

Council President Norton asked if the cases are split evenly between Everett and Marysville. CAO Hirashima was not sure but indicated staff could look into that.

10. Consider the Hotel Motel Tourism Grant Committee Funding Recommendation

Councilmember Muller reviewed the funding recommendations. He explained they changed the application last year to be able to focus more on partnership and marketing with the hotels. The new application gave more input and opened up discussion with applicants about that.

Council President Norton asked about using future funds for more lasting things. Councilmember Muller noted they discussed that and for that reason left quite a bit of the funds in reserve.

11. Consider a Resolution Recognizing Marysville as a Purple Heart City

Mayor Nehring introduced this item. There were no comments or questions.

12. Consider an Ordinance Updating MMC 22A.010 and 22C.180 to Create More Flexible Regulations for Accessory Dwelling Units

Director Miller introduced a code change being proposed regarding regulations for Accessory Dwelling Units (ADUs). The state has amended some of the regulations over the last couple years. Some of the updates being proposed would address mandated changes by the State. Others are proposed by staff.

- Remove parking requirements for homes within a quarter mile of any major transit stops
- Change Household and Occupancy Standards to establish a maximum based on building code standards
- Update definition of kitchen
- Eliminate the owner occupancy requirements for ADUs
- Increase maximum size of ADU to 50% of the home size
- Flexibility measures are built in to the code

Councilmember Muller discussed the original reasoning for the owner occupancy requirements and expressed concern about removing those requirements. Director Miller commented that they could leave that in the code as long as the State allows it.

Councilmember King asked for clarification about how a major transit stop relates to this. Director Miller explained that this just relates to whether or not an extra parking spot for the ADU is required.

After some discussion, Director Miller summarized that the Council would like to maintain the existing owner occupancy requirement for now. She noted there is a

requirement that the applicant record a document with the title attesting that the owner lives in either unit. Staff is of the opinion that it can just be required as a permit condition. Council indicated a desire to leave that in place.

13. Consider an Ordinance Updating MMC 6.76 Noise Regulations to Reduce Construction Hours of Operation

Director Miller explained that city staff is proposing to limit construction operation hours from 7 a.m. to 9 p.m. during the week. On weekends and legal holidays, the hours would be limited to 9 a.m. to 9 p.m.

Councilmember Richards asked if there are any exceptions for extreme heat or other circumstances. Director Miller explained that the Community Development Director would have the discretion to grant a variance for unique situations. Councilmember Richards asked about time limits for garbage trucks. Director Latimer commented that the City tries to follow the construction timeframe. Commercial routes start by 5 a.m. behind the businesses so they can get out there before cars start parking. Everybody else starts at 6.

Councilmember James asked about the reason for the change. Director Miller replied they have not received a lot of complaints regarding the standard hours. Mayor Nehring commented that there is a lot of residential construction right now and a fair number of complaints. He noted that these are more citizen-driven complaints they are responding to. Councilmember James expressed concern about the impact this would have on developers by extending the length of their projects.

There was discussion about other types of noise regulations in the City. Councilmember Vaughan recommended that the City's garbage truck noise regulations also line up with what they require of developers. He would rather have a 7 a.m. start with a 9 p.m. finish even on weekends and holidays.

CAO Hirashima noted there is an exemption in the code that relates to sounds created by garbage trucks and other vehicles necessary for the health and safety of the community.

There appeared to be consensus on a 7 a.m. to 9 p.m. timeframe across the board.

Councilmember James asked how this compares to surrounding jurisdictions. Director Miller indicated she could look into that for the next meeting.

Councilmember Vaughan asked how enforceable this is. Director Miller explained they are usually on the phone with the developer the same day. Construction inspectors can also go out and monitor the situation. Most applicants want to work with their neighbors. Councilmember Vaughan asked if they use a sound level meter. Director Miller did not think they had one available. She stated that is usually resolved with a simple phone call.

Councilmember James wondered why they were changing it from 10 to 9 p.m. if it might benefit someone who needed to work until 10 p.m. on a temporary basis.

14. Consider an Ordinance to Allow For and Establish Regulations for the Following Supportive Housing Types (in Response to House Bill 1220): Emergency Housing, Indoor Emergency Shelters, Transitional Housing Facilities, and Permanent Supportive Housing in Zones that Allow For Hotels and/or Residential Zones

Director Miller reviewed this item stemming from a State Housing Bill that was passed in July of 2021. This relates to the requirement for cities to allow for emergency shelters, emergency housing, transitional housing, and permanent supportive housing facilities. The four uses can be divided into two sections based on the housing type. The first section is emergency indoor shelters and emergency housing which are shelters to provide for people's immediate needs. The State has required that cities allow these types of housing in all zones that allow for hotels. In the proposal staff has eliminated hotels as a permitted use from four multi-family zones. The City has not received any requests for hotels to be located in these zones which are primarily residential neighborhoods. The indoors shelters and emergency housing would not be required in those areas as a result of that code change. It is required in commercial areas that allow for hotels. There are reasonable controls built into the code. The State requires that cities implement reasonable occupancy, spacing and intensity use standards. Staff went as strict as they felt they could go without running into legal issues.

Councilmember King asked if any of these relate to warming shelters. Director Miller replied it could, but these are generally permanent shelters. Cold weather shelters or other shelters related to catastrophes or weather emergencies would be allowed anyway.

Councilmember Muller asked if these require sprinklers. Director Miller explained that it would need to pass fire and building codes.

The other two uses - permanent supportive housing and transitional housing - are currently allowed in Marysville. Permanent supportive housing looks more like traditional single-family or multifamily uses. It requires a very low bar to move in and there is some ongoing support that occurs with the permanent supportive housing uses. Transitional housing is similar, but it has a time limit of up to 24 months. Examples of similar housing include the City's MESH housing and the Housing Hope projects. Staff isn't proposing any changes for these two uses other than requiring an operations plan because the uses are already allowed and already in use. Transitional housing facilities and permanent supportive housing are required in all zones that allow for hotels and all residential zones. Typically they have been permitted in residential zones with little issue.

Councilmember James asked if Extended Service Facilities (ESFs) are included in the definition of permanent supportive housing. Director Miller replied that they are not.

They are regulated under a different state regulation, and nothing is changing there. This also would not apply to pallet shelters.

15. Consider an Ordinance to Establish Regulations in MMC 22C.260 for Mobile Food Vendors (Food Trucks) on City Properties, Private Properties, and as part of Special Event Permits

Director Miller explained the City does not have a formal food truck/mobile food vendors ordinance in place. Staff is proposing a code that would allow food trucks on city-owned property on a case-by-case basis per flexible terms. They have also proposed to allow food trucks to be allowed within a special event and allowing them on private properties with restrictions. The food trucks must be at least 100 feet away from existing restaurants, must receive written permission from the property owner to be there, and be limited on that property for three days a week or up to 12 days a month. For now, they are not proposing that food trucks be allowed on city streets or in the right-of-way unless it is associated with a special events permit. They are also proposing that food trucks be prohibited in residential zones unless it is associated with a special event. Staff sent a letter to every restaurant in the City to solicit feedback, and only four or five responses were received. The proposed regulations addressed most of the reasonable comments that were submitted.

Councilmember King asked if the City could pull a permit on a food truck that does not have an acceptable appearance or is poorly maintained. Director Miller agreed. If it detrimental to the area or other businesses the City may pull the license.

Councilmember James asked how they came up with the three days a week limit. Director Miller replied if it was more than three days a week it would appear to be more of a permanent use. Councilmember James asked if the restrictions refer to the owners or to the truck (in case owners have more than one truck). Director Miller indicated it referred to the truck. Councilmember James asked about restrooms and handwashing. Director Miller explained the Health District handles the health standards within the truck. The City is requiring, in addition, that the truck provide a restroom and handwashing facility within the vicinity for the employees and/or the public with a neighboring business. Councilmember James asked how they arrived at the 100-foot minimum distance from a restaurant. Director Miller explained this could be changed. Many cities require 100 feet, but others do up to 300 feet. Councilmember James suggested asking the restaurants if 100 feet away is enough.

Councilmember King asked if the electrical would be inspected for an L&I stamp. Director Miller replied that they would follow the standard regulations. She indicated she would look into this further and clarify.

Councilmember Vaughan asked about other jurisdictions that are implementing these successfully. Director Miller stated she could follow up with Lake Stevens for more detail. Everett felt that their code is working well. Bellingham's code works really well. Councilmember Vaughan discussed how these are addressed in the Portland/Beaverton area. He thinks this could work if the conditions are right, but

wondered if Marysville would have enough of a customer draw to allow these to be successful. He thinks that although the business community might see this as competition, it could actually be a draw to other establishments. It can become a destination and revitalize an area if done properly. He suggested looking at some models from other cities also.

Councilmember Muller likes the three-day limit so it is a temporary use or a place where they come together for an event or on a regular basis to serve a population. He does not like the model where they set up permanently in someone's parking lot.

Councilmember James asked about allowing porta potties which might allow them to be more on the outskirts of town or in industrial areas. There was discussion about different scenarios related to restroom facilities. She indicated this would be a policy decision by Council.

Legal

Mayor's Business

16. Annual Certification of Board of Health Representative

Motion to waive normal Council rules in order to take action on certifying the Board of Health Representative moved by Councilmember Richards seconded by Council President Norton.

AYES: ALL

Motion to nominate Councilmember James as the Board of Health Representative moved by Council President Norton seconded by Councilmember Richards.

AYES: ALL

Other Mayor's Business

- He thanked Public Works crews and first responders and all staff for their tremendous work during the extreme weather event over the holidays. Thanks to CAO Hirashima and other staff members who came in from their vacation to help out.
- Thanks to everyone who worked to get the cold weather shelter open. The City is still looking to partner with someone who can provide a cold weather shelter on an ongoing basis in the downtown area. He thanked Generations Church and Salvation Army for their efforts.
- He also thanked all the crews who worked at the garbage site they put up at City Hall. He thanked CAO Hirashima for the great idea which many people took advantage of.
- He is looking forward to 2022.

Staff Business

Director Latimer:

- She acknowledged Public Works crews and solid waste crews for all their hard work. She thanked Chief Scairpon for checking in to see how the Police could serve Public Works. She also thanked Communications Manager Connie Mennie for all her work getting messaging out to the community.
- She discussed Christmas tree recycling opportunities.
- She gave an update on the Comeford Reservoir recoat project.
- The City started collecting trash from the Central Annexation Area today - about 7500 new accounts. She discussed some challenges and how the City is addressing this.
- The trash/recycling drop station was much more successful than anticipated. About 40 tons of trash were collected.

Director Laycock gave an update on transportation crews' efforts during the extreme weather. He thanked everyone for working together to address concerns. The Public Works Committee meeting will be held on Friday at 2:00 on Zoom.

Chief Scairpon reported:

- The WATV topic will be presented at the February 7 Work Session.
- Unfortunately the Police were not successful in their grant application for body worn cameras.
- The new session for the State legislature is starting up where the topic of police reforms will be taken up.
- Thanks to Public Works for making the streets easy to get around in the bad weather.

Call on Councilmembers and Committee Reports

Councilmember Vaughan thanked staff and others involved in the snow removal effort and addressing the garbage in an innovative way. He thanked Director Miller for fielding a lot of questions, comments, and opinions on a variety of topics tonight.

Councilmember James:

- Thanks to Mayor and Council for allowing him to represent the City at the Health Board.
- He enjoyed seeing the Christmas light winners online.
- He asked about the Christmas tree on 4th which was missing lights. CAO Hirashima thought that it was because of the construction work being done on Cedar.
- Thanks to the City for arranging for the garbage drop off site.
- Thanks to Public Works for the snow removal and de-icing.

Councilmember King:

- Thanks to Council President Norton for swearing him in tonight.
- He appreciated the garbage/recycling drop off site opportunity.

- The holiday lights contest was fun to enter. It was also fun to drive around and look at all the lights.
- He commended the Salvation Army who did a great job with their kettle drive, breakfasts, and toy distribution at the food bank.
- He commented that BNSF carries a camera on their locomotives, and people are not supposed to be closer than 25 feet.

Councilmember Stevens commended staff for the snow removal efforts in Marysville. Happy New Year to everyone.

Councilmember Richards:

- He referred to his comments about trash pickup times and clarified he was fine with trash being picked up at 6 a.m. but just thought the code should be fairly applied to everyone.
- He appreciated the City Hall having the trash and recycling drop off site.
- Thanks to Public Works for the great job on snow removal.
- Thanks to Director Latimer for information about Christmas tree recycling.

Councilmember Muller commented he was glad to be back in person. He also took advantage of the garbage drop-off and helped some neighbors who weren't able to get out. He commended Public Works for their outstanding work during the extreme weather.

Council President Norton:

- Congratulations to Councilmembers King and Vaughan for getting sworn in today.
- Thanks to Parks staff for getting the holiday lights events.
- Thanks to staff for their hard work over these last couple weeks.
- It's great to be back in person.
- She solicited feedback on her recommendations for the committee list she had provided. Councilmember Richards expressed an interest in serving again on SCT (Snohomish County Tomorrow) Board since he is on Affordable Housing and they meet across the street from each other on the same night.

Motion to approve the committee appointments as amendment made by Councilmember Muller seconded by Councilmember Vaughan.

AYES: ALL

Election of Council President:

Motion to nominate Councilmember Norton as Council President moved by Councilmember Richards seconded by Councilmember James.

AYES: ALL

Adjournment

Motion to adjourn the meeting moved by Councilmember Muller seconded by Councilmember Richards.

AYES: ALL

The meeting adjourned at 9:19 p.m.

Approved this _____ day of _____, 2022.


Mayor
Jon Nehring

Index #3

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: JANUARY 24, 2022

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:

The Finance and Executive Departments recommend City Council approve the January 5, 2022 claims in the amount of \$290,859.96 paid by EFT transactions and Check No.'s 152556 through 152571.

COUNCIL ACTION:

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 1/5/2022 TO 1/5/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
152556	ALLIANT INSURANCE	ACIP CRIME POLICY	RISK MANAGEMENT	3,371.20
152557	CIVICPLUS	ANNUAL HOSTING/SUPPORT FEES	EXECUTIVE ADMIN	6,688.54
152558	CRIME STOPPERS	RENEWAL CRIME STOPPERS	POLICE INVESTIGATION	2,361.73
152559	EVERETT HERALD	RENEWAL	POLICE ADMINISTRATION	198.14
	EVERETT HERALD	SUBSCRIPTION 2022	PARK & RECREATION FAC	213.79
152560	INTL ASSOC CHIEFS	RENEWAL IACP	POLICE ADMINISTRATION	1,225.00
152561	LEIRA	LEIRA DUES - BURNETTE	OFFICE OPERATIONS	50.00
	LEIRA	LEIRA DUES - DELANTY	OFFICE OPERATIONS	50.00
	LEIRA	LEIRA DUES - DYE	OFFICE OPERATIONS	50.00
	LEIRA	LEIRA DUES - LESTER	OFFICE OPERATIONS	50.00
	LEIRA	LEIRA DUES - PRINCE	OFFICE OPERATIONS	50.00
	LEIRA	LEIRA DUES - SOLOMON	OFFICE OPERATIONS	50.00
	LEIRA	LEIRA DUES - VANDERSCHEL	OFFICE OPERATIONS	50.00
152562	LEXIPOL LLC	POLICY RENEWAL	POLICE ADMINISTRATION	5,160.40
152563	NORTHWEST POLYGRAPH	DUES FOR J. KING	POLICE PATROL	75.00
152564	PAVISH, KIMBERLY A	2ND INSTALLMENT CLOSING FUNDS	NON-DEPARTMENTAL	250,000.00
152565	SUPERION LLC	ANNUAL MAINTENANCE TRAKIT	COMMUNITY SERVICES UNIT	1,426.13
	SUPERION LLC		COMPUTER SERVICES	1,426.13
	SUPERION LLC		UTIL ADMIN	4,275.06
	SUPERION LLC		COMMUNITY	12,829.12
152566	SWANA	PUBLIC MEMBER ASSOC. DUES	SOLID WASTE OPERATIONS	268.00
152567	WABO	RENEWAL 2022 - DORCAS	COMMUNITY	185.00
152568	WAPRO	WAPRO DUES - VANDERSCHEL	OFFICE OPERATIONS	25.00
152569	WATCH SYSTEMS	RSO MAILING	POLICE INVESTIGATION	568.13
152570	ZIPLY FIBER	ACCT #3606594398	PUBLIC SAFETY BLDG	105.81
152571	ZIPLY FIBER	ACCT #3606534028	CITY HALL	107.78

WARRANT TOTAL: \$290,859.96

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

WARRANT TOTAL: \$290,859.96

Index #4

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: JANUARY 24, 2022

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

Please see attached.

<p>RECOMMENDED ACTION:</p> <p>The Finance and Executive Departments recommend City Council approve the December 31, 2021 claims in the amount of \$414,561.15 paid by EFT transactions and Check No.'s 152572 through 152646.</p>
<p>COUNCIL ACTION:</p>

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 12/31/21A TO 12/31/21A

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
152572	911 SUPPLY INC.	UNIFORM - STEWART	POLICE PATROL	131.14
	911 SUPPLY INC.	UNIFORM - HERRERA	POLICE PATROL	295.05
	911 SUPPLY INC.	UNIFORM - EHR	POLICE PATROL	315.30
152573	ADVANCED TRAFFIC	SIGNAL RE-LAMPS	TRANSPORTATION	2,941.48
152574	AGRICULTURE, DEPT OF	2022 PESTICIDE LIC.RENEWAL-AKAU	UTIL ADMIN	50.00
	AGRICULTURE, DEPT OF	2022 PESTICIDE LIC.RENEWAL-BROWN	TRAINING	50.00
	AGRICULTURE, DEPT OF	2022 PESTICIDE LIC.RENEWAL-CHRISMAN	PARK & RECREATION FAC	50.00
	AGRICULTURE, DEPT OF	2022 PESTICIDE LIC.RENEWAL-DIAMOND	TRAINING	50.00
	AGRICULTURE, DEPT OF	2022 PESTICIDE LIC.RENEWAL-GEIST	UTIL ADMIN	50.00
	AGRICULTURE, DEPT OF	2022 PESTICIDE LIC.RENEWAL-JESSEN	UTIL ADMIN	50.00
	AGRICULTURE, DEPT OF	2022 PESTICIDE LIC.RENEWAL-KEEFE	UTIL ADMIN	50.00
	AGRICULTURE, DEPT OF	2022 PESTICIDE LIC.RENEWAL-MORGAN	PARK & RECREATION FAC	50.00
	AGRICULTURE, DEPT OF	2022 PESTICIDE LIC.RENEWAL-PHELPS	PARK & RECREATION FAC	50.00
	AGRICULTURE, DEPT OF	2022 PESTICIDE LIC.RENEWAL-PIKE	TRAINING	50.00
	AGRICULTURE, DEPT OF	2022 PESTICIDE LIC.RENEWAL-POTTER	UTIL ADMIN	50.00
	AGRICULTURE, DEPT OF	2022 PESTICIDE LIC.RENEWAL-ROTH	PARK & RECREATION FAC	50.00
	AGRICULTURE, DEPT OF	2022 PESTICIDE LIC.RENEWAL-SZECHENYI	PARK & RECREATION FAC	50.00
	AGRICULTURE, DEPT OF	2022 PESTICIDE LIC.RENEWAL-WINELAND	UTIL ADMIN	50.00
152575	ALLIANT INSURANCE	NOTARY BOND - GEDDIS	CITY CLERK	40.00
152576	ALPINE PRODUCTS INC	PAIL QUICK JOINT/TAPE	WATER DIST MAINS	454.36
	ALPINE PRODUCTS INC		ROADWAY MAINTENANCE	454.37
152577	AMAZON CAPITAL	PRINTER CREDIT MEMO	POLICE ADMINISTRATION	-550.87
	AMAZON CAPITAL	SUPPLIES	POLICE INVESTIGATION	7.89
	AMAZON CAPITAL	TONER	POLICE ADMINISTRATION	251.38
	AMAZON CAPITAL	EMPLOYEE APPRECIATION	PERSONNEL ADMINISTRATION	387.78
	AMAZON CAPITAL	TRIPP LITE SURGE PROTECTORS	COMPUTER SERVICES	440.85
	AMAZON CAPITAL	PRINTER	POLICE ADMINISTRATION	550.87
	AMAZON CAPITAL		POLICE ADMINISTRATION	871.12
152578	ARAMARK UNIFORM	UNIFORM CLEANING	SMALL ENGINE SHOP	6.56
	ARAMARK UNIFORM		EQUIPMENT RENTAL	58.14
152579	BERGER, RONALD A	UB REFUND	WATER/SEWER OPERATION	22.63
152580	BERRY, GORDON S & SA		WATER/SEWER OPERATION	37.00
152581	CASCADE NATURAL GAS	NATURAL GAS CHARGES	WATER FILTRATION PLANT	2,049.82
152582	CENTRAL WELDING SUPP	DIAMOND GRIP LATEX GLOVES	WASTE WATER TREATMENT	1,448.23
152583	COASTAL FARM & HOME	UNIFORM - SMITH	GENERAL	174.87
152584	CONNOLLY, BRANDON	UB REFUND	GARBAGE	402.78
152585	CONSOLIDATED TECH	IGN MONTHLY CHARGE	OFFICE OPERATIONS	350.00
152586	COPIERS NORTHWEST	PRINTER/COPIER	PROPERTY TASK FORCE	44.11
	COPIERS NORTHWEST		PROBATION	95.63
	COPIERS NORTHWEST		GENERAL	109.53
	COPIERS NORTHWEST		UTILITY BILLING	126.51
	COPIERS NORTHWEST		CITY CLERK	141.11
	COPIERS NORTHWEST		FINANCE-GENL	141.11
	COPIERS NORTHWEST		LEGAL - PROSECUTION	145.45
	COPIERS NORTHWEST		WASTE WATER TREATMENT	152.62
	COPIERS NORTHWEST		ENGR-GENL	160.48
	COPIERS NORTHWEST		EXECUTIVE ADMIN	184.39
	COPIERS NORTHWEST		DETENTION & CORRECTION	244.67
	COPIERS NORTHWEST		MUNICIPAL COURTS	260.64
	COPIERS NORTHWEST		POLICE INVESTIGATION	265.77
	COPIERS NORTHWEST		POLICE PATROL	286.08
	COPIERS NORTHWEST		PERSONNEL ADMINISTRATION	313.35
	COPIERS NORTHWEST		PARK & RECREATION FAC	347.26
	COPIERS NORTHWEST		UTIL ADMIN	389.37
	COPIERS NORTHWEST		COMMUNITY	477.46
	COPIERS NORTHWEST		OFFICE OPERATIONS	751.66
152587	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	523.00
152588	CRIMINAL JUSTICE	ACADEMY TRAINING	POLICE TRAINING-FIREARMS	3,404.00

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 12/31/21A TO 12/31/21A

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
152589	CURRIE, CATHY & CARS	UB REFUND	GARBAGE	58.55
152590	DAVIS, RICHARD & MAR		WATER/SEWER OPERATION	386.29
152591	DELL	MONITORS	UTIL ADMIN	448.17
	DELL		TRANSPORTATION	622.89
152592	DIFFERENTIAL NETWORK	MILESTONE RENEWAL	COMPUTER SERVICES	1,926.96
152593	DRONESENSE, INC.	LICENSE	POLICE PATROL	1,188.00
152594	E&E LUMBER	PLUMBING SUPPLIES	WASTE WATER TREATMENT	52.16
	E&E LUMBER	REPAIR TOOLS	WASTE WATER TREATMENT	75.64
152595	ELTON, JONATHAN	AIRPORT PARKING	POLICE PATROL	86.01
152596	EVERETT, CITY OF	ANIMALS TO SHELTER NOV 2021	COMMUNITY SERVICES UNIT	2,860.00
152597	EVIDENT, INC.	EVIDENCE SUPPLIES	GENERAL FUND	-24.32
	EVIDENT, INC.		POLICE PATROL	285.82
152598	FOGLESONG, JEREMY A	UB REFUND	WATER/SEWER OPERATION	118.50
152599	GARNER, BRIAN SR & B		WATER/SEWER OPERATION	23.76
152600	GRAINGER	QUICK RELEASE PIN	SEWER LIFT STATION	18.07
	GRAINGER	GLOVE BOX DISPENSER	SEWER LIFT STATION	105.88
	GRAINGER	POINT HOOK, SHELF BRACKET	WASTE WATER TREATMENT	137.28
	GRAINGER	STACK BINS	WASTE WATER TREATMENT	142.31
	GRAINGER	ELECTRONIC TIMER	SEWER LIFT STATION	155.13
	GRAINGER	HEAT GUN KIT, FILE SET	UTIL ADMIN	203.69
	GRAINGER	ELECTRONIC TIMER	SEWER LIFT STATION	229.44
	GRAINGER	PLUMBING SUPPLIES	WASTE WATER TREATMENT	408.53
152601	GRANITE CONST	HMA/SPB MH REPAIR	ROADWAY MAINTENANCE	133.08
	GRANITE CONST	HMA/POTHOLES	ROADWAY MAINTENANCE	199.62
152602	HACH COMPANY	QUOTE #100710007V1	WATER FILTRATION PLANT	6,371.36
152603	HAMBURG, DAN	SUPPLIES	POLICE PATROL	39.25
152604	HANNAHS, JESSE	EMPLOYEE APPRECIATION	PERSONNEL ADMINISTRATION	84.83
152605	HARBOR FREIGHT TOOLS	PRUNE BLADE	SIDEWALK MAINTENANCE	98.26
152606	HAZEN, DANIEL EDWARD	CHAPLIN STIPEND	POLICE ADMINISTRATION	750.00
152607	HD FOWLER COMPANY	EXTERNAL WEIGHT FOR FLOAT	SEWER LIFT STATION	52.91
152608	HERITAGE BANK	RETAINAGE ON PAY ESTIMATE #3	UTILITY CONSTRUCTION	16,261.05
152609	HOME DEPOT USA	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	108.29
	HOME DEPOT USA		CUSTODIAL SERVICES	891.99
152610	INDUSTRIAL CONTROLS	SUPPLIES	SEWER LIFT STATION	59.72
	INDUSTRIAL CONTROLS		SEWER LIFT STATION	207.75
152611	INTERMOUNTAIN LOCK	BRASS PADLOCK	MAINT OF GENL PLANT	327.06
152612	JULZ ANIMAL HOUZ	SUPPLIES	K9 PROGRAM	22.02
152613	KANEHEN, GREGORY	CHAPLIN STIPEND	POLICE ADMINISTRATION	750.00
152614	KISHLINE, REBECCA	UB REFUND	WATER/SEWER OPERATION	274.91
152615	KUHN, JOHN		WATER/SEWER OPERATION	293.38
152616	LICENSING, DEPT OF	NOTARY PUBLIC COMMISSION	CITY CLERK	35.00
152617	MCWHERTER, JAN	UB REFUND	WATER/SEWER OPERATION	131.90
152618	MILLS, KRISTINA		WATER/SEWER OPERATION	29.25
152619	MOUNTAIN MIST	WATER COOLER/BOTTLED WATER	WASTE WATER TREATMENT	42.15
152620	NORTH CENTRAL LABORA	SUPPLIES	WATER/SEWER OPERATION	-61.72
	NORTH CENTRAL LABORA		WASTE WATER TREATMENT	725.38
152621	NORTH COAST ELECTRIC	TERM BLCK END BARRIER	SEWER LIFT STATION	15.04
	NORTH COAST ELECTRIC		SEWER LIFT STATION	22.56
	NORTH COAST ELECTRIC		SEWER LIFT STATION	36.43
	NORTH COAST ELECTRIC	ITEMS FOR MARYSVILLE WEST	SEWER LIFT STATION	41.23
	NORTH COAST ELECTRIC	TERM BLCK END BARRIER	SEWER LIFT STATION	144.28
	NORTH COAST ELECTRIC		SEWER LIFT STATION	144.28
	NORTH COAST ELECTRIC		SEWER LIFT STATION	288.55
	NORTH COAST ELECTRIC	PILOT LIGHT/GREY LEGEND PLATES	SEWER LIFT STATION	455.28
152622	OFFICE DEPOT	FACE MASK FRONT OFFICE COVID	UTIL ADMIN	10.92
	OFFICE DEPOT	OFFICE SUPPLIES	UTIL ADMIN	13.11
	OFFICE DEPOT		ENGR-GENL	13.11
	OFFICE DEPOT		ENGR-GENL	29.07

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 12/31/21A TO 12/31/21A

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
152622	OFFICE DEPOT	OFFICE SUPPLIES	UTILITY BILLING	29.52
	OFFICE DEPOT		UTIL ADMIN	32.44
	OFFICE DEPOT		ENGR-GENL	34.33
	OFFICE DEPOT		UTILITY BILLING	69.77
	OFFICE DEPOT		UTILITY BILLING	72.27
	OFFICE DEPOT		TRANSPORTATION	89.39
	OFFICE DEPOT		UTIL ADMIN	91.72
	OFFICE DEPOT		UTILITY BILLING	119.64
	OFFICE DEPOT		UTILITY BILLING	175.51
	OFFICE DEPOT		UTILITY BILLING	257.98
152623	PLATT ELECTRIC	FITTINGS	SEWER LIFT STATION	72.43
	PLATT ELECTRIC	LABEL/ELECTRICAL TAPE	SEWER LIFT STATION	145.99
152624	PUBLIC SAFETY TESTIN	Q4 SUBSCRIPTION FEES	PERSONNEL ADMINISTRATION	951.00
152625	PUD	117 BEACH AVE OLD EMISSIONS B	PARK & RECREATION FAC	74.48
152626	PUD	ACCT #221100092	GMA - STREET	17.01
	PUD	ACCT #201346665	SEWER LIFT STATION	19.28
	PUD	ACCT #222871949	PARK & RECREATION FAC	19.84
	PUD	ACCT #202499489	COMMUNITY EVENTS	26.83
	PUD	ACCT #201610185	TRANSPORTATION	29.27
	PUD	ACCT #202012589	PARK & RECREATION FAC	30.65
	PUD	ACCT #202476438	SEWER LIFT STATION	31.43
	PUD	ACCT #200650745	TRANSPORTATION	33.09
	PUD	ACCT #202178158	SEWER LIFT STATION	35.49
	PUD	ACCT #202694337	TRANSPORTATION	40.36
	PUD	ACCT #201672136	SEWER LIFT STATION	40.74
	PUD	ACCT #201668043	PARK & RECREATION FAC	41.02
	PUD	ACCT #201670890	TRANSPORTATION	42.99
	PUD	ACCT #202140489	TRANSPORTATION	43.66
	PUD	ACCT #202368536	TRANSPORTATION	48.42
	PUD	ACCT #202102190	TRANSPORTATION	54.03
	PUD	ACCT #203005160	STREET LIGHTING	60.07
	PUD	ACCT #200827277	TRANSPORTATION	60.52
	PUD	ACCT #200790061	PARK & RECREATION FAC	64.65
	PUD	ACCT #220792733	STREET LIGHTING	66.60
	PUD	ACCT #200571842	TRANSPORTATION	70.27
	PUD	ACCT #202143111	TRANSPORTATION	78.79
	PUD	ACCT #202557450	STREET LIGHTING	89.93
	PUD	ACCT #220298624	STREET LIGHTING	90.23
	PUD	ACCT #203231006	TRANSPORTATION	108.31
	PUD	ACCT #202463543	SEWER LIFT STATION	127.37
	PUD	ACCT #200084036	TRANSPORTATION	139.69
	PUD	ACCT #202490637	SEWER LIFT STATION	151.85
	PUD	ACCT #202689105	WASTE WATER TREATMENT	153.00
	PUD	ACCT #220761803	OPERA HOUSE	173.88
	PUD	ACCT #202294336	STREET LIGHTING	178.99
	PUD	ACCT #202572327	STREET LIGHTING	184.07
	PUD	ACCT #220838882	TRAFFIC CONTROL DEVICES	190.79
	PUD	ACCT #220731285	STREET LIGHTING	217.47
	PUD	ACCT #203223458	PARK & RECREATION FAC	233.59
	PUD	ACCT #202030078	TRANSPORTATION	236.89
	PUD	ACCT #220761175	OPERA HOUSE	382.54
	PUD	ACCT #202309720	TRAFFIC CONTROL DEVICES	447.39
	PUD	ACCT #200070449	TRANSPORTATION	561.57
	PUD	ACCT #200625382	SEWER LIFT STATION	658.73
	PUD	ACCT #201021698	PARK & RECREATION FAC	675.42
	PUD	ACCT #202689287	WASTE WATER TREATMENT	1,171.79
	PUD	ACCT #200586485	SEWER LIFT STATION	1,355.30
	PUD	ACCT #223003021	CAPITAL EXPENDITURES	4,756.55

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 12/31/21A TO 12/31/21A

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
152627	ROSEMOND, NANCY & A	UB REFUND	WATER/SEWER OPERATION	364.75
152628	SAN DIEGO POLICE EQU	AMMO	POLICE TRAINING-FIREARMS	3,526.46
152629	SHROYER, MICHAEL	UB REFUND	WATER/SEWER OPERATION	60.23
152630	SIEMENS INDUSTRY, IN	PARTS FOR LIFT STATION	SEWER LIFT STATION	367.25
152631	SMITH, NICOLE M & KE	UB REFUND	WATER/SEWER OPERATION	39.16
152632	SRV CONSTRUCTION	PAY ESTIMATE #3/RETAINAGE	UTILITY CONSTRUCTION	-16,261.05
	SRV CONSTRUCTION		SURFACE WATER CAPITAL	325,220.98
152633	STATE PATROL	ACCESS FEE	OFFICE OPERATIONS	600.00
152634	TEREX UTILITES	ANNUAL CRANE INSPECTION #544	EQUIPMENT RENTAL	902.82
152635	THE ESTATE OF DONALD	UB REFUND	GARBAGE	19.39
152636	TRANSPO GROUP	PROFESSIONAL SERVICE	TRANSPORTATION	13,108.75
152637	TUTTLE, THOMAS	UB REFUND	WATER/SEWER OPERATION	202.24
152638	ULINE	WEATHERPROOF LABELS	ROADWAY MAINTENANCE	173.74
	ULINE	VERTICAL LUMBER RACK	SIDEWALK MAINTENANCE	391.22
	ULINE		ROADWAY MAINTENANCE	391.23
152639	UNITED PARCEL SERVIC	SHIPPING	POLICE PATROL	15.27
152640	USA BLUEBOOK	HQ DO METER DUAL INPUT	WASTE WATER TREATMENT	1,292.33
152641	VERIZON	WIRELESS MODEMS	COMMUNITY SERVICES UNIT	160.08
	VERIZON	AMR LINES	METER READING	313.46
	VERIZON	WIRELESS MODEMS	POLICE INVESTIGATION	480.18
	VERIZON		POLICE PATROL	2,400.81
152642	WA AUDIOLOGY SRVCS	HEARING TESTS	POLICE ADMINISTRATION	1,655.55
152643	WEBCHECK	WEBCHECK SERVICE DEC 2021	UTILITY BILLING	994.63
152644	WESTERN SYSTEMS	ENFORCER INDICATOR LIGHT	GMA - STREET	2,078.10
152645	YARGUS, RONALD & REB	UB REFUND	WATER/SEWER OPERATION	26.35
152646	ZIPLY FIBER	FRONTIER POTS LINES	POLICE ADMINISTRATION	52.43
	ZIPLY FIBER		POLICE PATROL	52.43
	ZIPLY FIBER		COMMUNICATION CENTER	52.43
	ZIPLY FIBER		UTILITY BILLING	52.43
	ZIPLY FIBER		GENERAL	52.43
	ZIPLY FIBER		GOLF ADMINISTRATION	52.43
	ZIPLY FIBER		COMMUNITY	104.86
	ZIPLY FIBER		DETENTION & CORRECTION	104.86
	ZIPLY FIBER		OFFICE OPERATIONS	104.86
	ZIPLY FIBER		GOLF ADMINISTRATION	104.86
	ZIPLY FIBER		CITY HALL	157.31
	ZIPLY FIBER		RECREATION SERVICES	209.73
	ZIPLY FIBER		WASTE WATER TREATMENT	262.16
	ZIPLY FIBER		UTIL ADMIN	262.16

WARRANT TOTAL: \$414,561.15

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

WARRANT TOTAL: \$414,561.15

Index #5

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: JANUARY 24, 2022

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:

The Finance and Executive Departments recommend City Council approve the December 31, 2021 claims in the amount of \$1,321,796.86 paid by EFT transactions and Check No.'s 152685 through 152825.

COUNCIL ACTION:

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 1/13/2022 TO 1/13/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
152687	*AL'S TRUCK*	HOSE ASMY #J064	ER&R	58.90
	AL'S TRUCK		EQUIPMENT RENTAL	279.36
	AL'S TRUCK	MISC. PLUMBING SUPPLIES	WATER DIST MAINS	486.63
152688	911 SUPPLY INC.	UNIFORM - HERRERA	POLICE PATROL	54.63
	911 SUPPLY INC.	UNIFORM - MANER	DETENTION & CORRECTION	229.50
	911 SUPPLY INC.	UNIFORM - PALMER	DETENTION & CORRECTION	383.67
	911 SUPPLY INC.	UNIFORM - BLAKE	POLICE PATROL	745.89
	911 SUPPLY INC.	UNIFORM - PARRISH	DETENTION & CORRECTION	751.94
	911 SUPPLY INC.	UNIFORM - JOHNSON	POLICE PATROL	836.12
152689	A & A LANGUAGE SERV	INTERPRETER SERVICE	COURTS	170.00
152690	ADDICTED ON BROADWAY	REFUND BUSINESS LICENSE	GENL FUND BUS LIC &	65.00
152691	AGRICULTURE, DEPT OF	LICENSE RENEWAL - DAY	SOLID WASTE OPERATIONS	50.00
	AGRICULTURE, DEPT OF	LICENSE RENEWAL - MECHLING	TRAINING	50.00
152692	ALL BATTERY SALES &	HEADLAMP ASMY	ER&R	30.49
152693	ALLIED 100, LLC	AED REPLACEMENT PADS	POLICE PATROL	1,131.26
152694	AMAZON CAPITAL	SUPPLIES	POLICE INVESTIGATION	14.20
	AMAZON CAPITAL		POLICE INVESTIGATION	17.38
	AMAZON CAPITAL	BATTERY	WATER RESERVOIRS	28.90
	AMAZON CAPITAL	RUBBER SEAL	WATER RESERVOIRS	49.13
	AMAZON CAPITAL	CHRISTMAS DECORATIONS	RECREATION SERVICES	115.60
	AMAZON CAPITAL	BOSE WIRELESS SPEAKER	RECREATION SERVICES	262.30
152695	ANDERSON, KRISTEN	PROTEM SERVICE	MUNICIPAL COURTS	1,110.00
	ANDERSON, KRISTEN		MUNICIPAL COURTS	2,220.00
152696	APEX HYDROVAC TOOLS	HIGH PRESSURE BALL VALVE	STORM DRAINAGE	131.16
	APEX HYDROVAC TOOLS		SEWER MAIN COLLECTION	131.16
	APEX HYDROVAC TOOLS	ZINC PLATED FLAT REDUCER	SEWER MAIN COLLECTION	161.76
	APEX HYDROVAC TOOLS		STORM DRAINAGE	161.77
	APEX HYDROVAC TOOLS	MULTI SIZE PLUGS	STORM DRAINAGE	628.47
	APEX HYDROVAC TOOLS		SEWER MAIN COLLECTION	628.48
152697	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	63.17
	ARAMARK UNIFORM		EQUIPMENT RENTAL	70.91
	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	127.23
	ARAMARK UNIFORM		OPERA HOUSE	127.23
152698	ARBORWELL LLC	TREE REMOVAL - TIMBERBROOK	FORESTRY MAINTENANCE	5,771.04
152699	ARLINGTON, CITY OF	ACCT #700033.31	WATER FILTRATION PLANT	34.45
152700	BALLARD MARINE CONST	OUTFALL REPAIRS	WASTE WATER TREATMENT	12,678.80
152701	BARKER, ROCHELLE	ASSET TRANSFER REFUND	NON-DEPARTMENTAL	20.00
152702	BERG, MATTHEW & KYMB	UB REFUND	WATER/SEWER OPERATION	16.37
152703	BERRYWOODS	UB REFUND	WATER/SEWER OPERATION	24.05
152704	BERRYWOODS	UB REFUND	WATER/SEWER OPERATION	24.05
152705	BHC CONSULTANTS	PROFESSIONAL SERVICE	WASTE WATER TREATMENT	240.00
	BHC CONSULTANTS		SEWER CAPITAL PROJECTS	20,200.50
	BHC CONSULTANTS		SEWER CAPITAL PROJECTS	35,052.50
152706	BICKFORD FORD	RIGHT SIDE EXTERIOR ASMBY #V023	EQUIPMENT RENTAL	86.36
152707	BLUE SKIES DRONE	DRONE	POLICE PATROL	13,443.90
152708	BONNEVILLE	ADVERTISING	POLICE ADMINISTRATION	2,500.00
152709	BOTESCH, NASH & HALL	CONTRACT ADMINISTRATION, FF&E	CAPITAL EXPENDITURES	12,500.00
	BOTESCH, NASH & HALL	PAYMENT APP #8	CAPITAL EXPENDITURES	35,999.75
	BOTESCH, NASH & HALL	PAYMENT APP #7	CAPITAL EXPENDITURES	39,889.50
152710	BOYD, RAE	CONTRACT NURSE	DETENTION & CORRECTION	8,300.00
152711	BRAUN NORTHWEST INC.	LED DOME LIGHT ASMY #J028	EQUIPMENT RENTAL	592.41
152712	BRAVO ENVIRONMENTAL	VACTOR TRUCK RENTAL	SEWER MAIN COLLECTION	1,713.28
152713	BROWN, SHAWNA	REFUND CLASS REGISTRATION	PARKS-RECREATION	15.00
152714	BURRUSS, RICK & SUNS	UB REFUND Item 5 - 2	WATER/SEWER OPERATION	88.79

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 1/13/2022 TO 1/13/2022

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152715	C M HEATING	ELECTRICAL PERMIT REFUND	COMMUNITY DEVELOPMENT	50.00
	C M HEATING	MECHANICAL PERMIT REFUND	NON-BUS LICENSES AND	70.00
152716	CASCADE COLUMBIA	PAX XL8	WASTE WATER TREATMENT	14,373.39
	CASCADE COLUMBIA		WASTE WATER TREATMENT	14,582.59
	CASCADE COLUMBIA		WASTE WATER TREATMENT	14,747.42
	CASCADE COLUMBIA		WASTE WATER TREATMENT	14,747.82
152717	CELLEBRITE USA, INC.	SOFTWARE RENEWAL	POLICE INVESTIGATION	344.10
152718	CENTRAL WELDING SUPP	HEAT PACK, HAND WARMERS	ER&R	60.33
	CENTRAL WELDING SUPP	PADLOCK	ER&R	80.99
	CENTRAL WELDING SUPP	PADLOCKS	ER&R	80.99
	CENTRAL WELDING SUPP	HI VIZ RAIN PANTS	ER&R	147.56
	CENTRAL WELDING SUPP	PADLOCKS	ER&R	158.05
	CENTRAL WELDING SUPP	FIRST AID KIT	ER&R	161.76
	CENTRAL WELDING SUPP	RAZORBACK SHOVEL	ER&R	215.10
	CENTRAL WELDING SUPP		ER&R	215.10
	CENTRAL WELDING SUPP	COMBINATION LOCKS	ER&R	266.25
	CENTRAL WELDING SUPP	MISC. SUPPLIES FOR INVENTORY	ER&R	938.52
	CENTRAL WELDING SUPP		ER&R	2,042.78
152719	COASTAL FARM & HOME	RESERVOIR RAT CONTROL	WATER RESERVOIRS	70.77
152720	COMPASS HEALTH	MENTAL HEALTH PROFESSIONAL	EMBEDDED SOCIAL WORKER	7,291.66
152721	CORD MEDIA LLC	WEBSITE OPTIMIZATION	PLANNING & COMMUNITY DEV	2,900.00
152722	CORE & MAIN LP	ORANGE SAFETY FENCE/METAL POST	GMA - STREET	181.13
	CORE & MAIN LP	BLOW OFF PARTS	WATER DIST MAINS	627.75
	CORE & MAIN LP	METER AND REGISTER ORDER	WATER SERVICES	10,383.50
	CORE & MAIN LP		WATER SERVICE INSTALL	10,383.50
	CORE & MAIN LP		WATER SERVICES	12,910.93
	CORE & MAIN LP		WATER SERVICE INSTALL	12,910.93
152723	COSTLESS SENIOR SRVC	INMATE MEDICATIONS - DEC 21	DETENTION & CORRECTION	153.28
152724	COZY HEATING INC	MECHANICAL PERMIT REFUND	NON-BUS LICENSES AND	220.00
152725	CTS LANGUAGE LINK	INTERPRETER SERVICE	COURTS	9.63
	CTS LANGUAGE LINK		COURTS	31.18
152726	DATA QUEST LLC	PRE-EMPLOYMENT	POLICE ADMINISTRATION	125.00
152727	DESONIA, LISA	REFUND CLASS REGISTRATION	PARKS-RECREATION	26.00
152728	DIANE SCHNEIDER	INTERPRETER SERVICE	COURTS	225.00
152729	DICKS TOWING	TOW CAR #814	EQUIPMENT RENTAL	77.47
	DICKS TOWING	TOWING 21-63347	POLICE PATROL	77.47
	DICKS TOWING	TOWING BVC5698	POLICE PATROL	77.47
	DICKS TOWING	TOWING P194	POLICE PATROL	103.29
	DICKS TOWING	TOW CAR #V023	EQUIPMENT RENTAL	327.90
152730	DIFFERENTIAL NETWORK	SECURITY CAMERA	PRO-SHOP	4,298.27
152731	DOBBS PETERBILT	HEATER CONTROLS WITH AC	ER&R	156.28
	DOBBS PETERBILT	BOLT STRIKER #J006	EQUIPMENT RENTAL	202.06
	DOBBS PETERBILT	CATCH DOOR ASMY #J006	EQUIPMENT RENTAL	219.49
	DOBBS PETERBILT	REPLACE OIL PAN GASKET #J035	EQUIPMENT RENTAL	2,353.48
152732	DOLBERRY, MITCHELL &	UB REFUND	GARBAGE	489.52
152733	E&E LUMBER	MISC SUPPLIES	PARK & RECREATION FAC	139.37
152734	EVERETT HYDRAULICS	DELTA COILS	ER&R	310.60
152735	FCS GROUP	SOLID WASTE RATE STUDY	SOLID WASTE OPERATIONS	3,347.50
152736	FELDMAN & LEE P.S.	PUBLIC DEFENDER CONTRACT	PUBLIC DEFENSE	52,000.00
152737	FERRELLGAS	FUEL SURCHARGE	ROADWAY MAINTENANCE	4.36
	FERRELLGAS		TRAFFIC CONTROL DEVICES	4.37
152738	FIRESTONE	TRANSFORCE TIRES #M008	EQUIPMENT RENTAL	232.67
	FIRESTONE	TIRES #J058	EQUIPMENT RENTAL	617.88
152739	FRANCHIMON, KATE	REFUND CLASS REGISTRATION	PARKS-RECREATION	15.00
152740	GENUINE AUTO GLASS	REPAIR GLASS #V006	EQUIPMENT RENTAL	519.18
152741	GOVCONNECTION INC	MICROSOFT SURFACE PRO	POLICE PATROL	1,518.36
152742	GRAINGER	SUPPLIES	ER&R	279.76
	GRAINGER	CORDLESS RIVET TOOL BATTERY	SOLID WASTE OPERATIONS	1,400.05

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 INVOICE LIST**

FOR INVOICES FROM 1/13/2022 TO 1/13/2022

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152743	GRANITE CONST	ASPHALT	WATER DIST MAINS	142.96
	GRANITE CONST		WATER DIST MAINS	265.94
152744	GRAY AND OSBORNE	PROFESSIONAL SERVICE	GMA - STREET	575.75
152745	HACH COMPANY	BUFFER SOLN, RED & YELLOW	WATER FILTRATION PLANT	260.59
152746	HBLE LLC	VESTS	DETENTION & CORRECTION	1,500.00
	HBLE LLC		POLICE INVESTIGATION	7,500.00
	HBLE LLC		POLICE PATROL	14,336.47
152747	HD FOWLER COMPANY	ADAPTER, SUMP PUMP REPAIR	PUMPING PLANT	2.88
	HD FOWLER COMPANY	SUPPLIES FOR ED SPRINGS	SOURCE OF SUPPLY	55.66
	HD FOWLER COMPANY	SUMP PUMP SWITCH	WATER DIST MAINS	122.39
	HD FOWLER COMPANY	AUTO SUMP PUMP	WATER DIST MAINS	211.30
	HD FOWLER COMPANY	HYDRANT, HAND PUMPS, WRENCH	WATER SERVICES	240.14
	HD FOWLER COMPANY	SUPPLIES FOR INVENTORY	ER&R	601.56
	HD FOWLER COMPANY	SUPPLIES FOR BRASS INVENTORY	WATER/SEWER OPERATION	788.02
	HD FOWLER COMPANY	BRASS FITTING STOCK ITEMS	WATER/SEWER OPERATION	1,636.32
	HD FOWLER COMPANY	METER SETTER/RESETTERS	WATER/SEWER OPERATION	2,809.86
	HD FOWLER COMPANY	SUPPLIES FOR BRASS INVENTORY	WATER/SEWER OPERATION	6,981.74
152748	HEALTH, DEPT OF	REVIEW/APPROVAL OF UTILITIES	UTIL ADMIN	1,489.00
152749	HENDERSON, KAITLAN	REFUND WEDDING SHOW	PARKS-RECREATION	50.00
152750	HEWLETT PACKARD	PRINT TONER/MAINTENANCE	LEGAL - PROSECUTION	0.20
	HEWLETT PACKARD		WATER QUAL TREATMENT	2.40
	HEWLETT PACKARD		SEWER MAIN COLLECTION	4.11
	HEWLETT PACKARD		STORM DRAINAGE	4.11
	HEWLETT PACKARD		UTIL ADMIN	8.96
	HEWLETT PACKARD		COMMUNITY SERVICES UNIT	18.46
	HEWLETT PACKARD		WASTE WATER TREATMENT	30.64
	HEWLETT PACKARD		MUNICIPAL COURTS	49.57
	HEWLETT PACKARD		CITY CLERK	61.95
	HEWLETT PACKARD		FINANCE-GENL	61.95
	HEWLETT PACKARD		UTILITY BILLING	133.09
	HEWLETT PACKARD		COMPUTER SERVICES	261.19
152751	HOME DEPOT USA	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	61.25
	HOME DEPOT USA		CUSTODIAL SERVICES	84.34
	HOME DEPOT USA	TRASH LINERS	CUSTODIAL SERVICES	137.54
	HOME DEPOT USA	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	155.36
	HOME DEPOT USA		CUSTODIAL SERVICES	179.65
	HOME DEPOT USA		CUSTODIAL SERVICES	423.09
	HOME DEPOT USA		CUSTODIAL SERVICES	569.43
152752	HORIZON	CONTROL CABL ASSY #W11	SMALL ENGINE SHOP	23.74
152753	HYLARIDES, LETTIE	INTERPRETER SERVICE	COURTS	100.00
	HYLARIDES, LETTIE		COURTS	100.00
	HYLARIDES, LETTIE		COURTS	112.50
	HYLARIDES, LETTIE		COURTS	112.50
	HYLARIDES, LETTIE		COURTS	212.50
152754	INSTITUTE OF TRANS	ANNUAL MEMBERSHIP DUES - GREENE	ENGR-GENL	327.00
152755	INTERSTATE BATTERY	BATTERIES FOR INVENTORY	ER&R	821.11
152756	IVERSON, TERESA	UB REFUND	WATER/SEWER OPERATION	213.50
152757	JUDD & BLACK	MCC DISHWASHER	CAPITAL EXPENDITURES	884.24
152758	KAISER PERMANENTE	PRE-EMPLOYMENT	POLICE ADMINISTRATION	4,165.00
152759	KAR GOR INC	SUPPLIES	GMA - STREET	10,981.73
152760	KENWORTH NORTHWEST	HEATER BLOWER FAN #H016	EQUIPMENT RENTAL	86.45
152761	KING, SHERRY JO	PROTEM SERVICE	MUNICIPAL COURTS	740.00
152762	KUPRIYANOVA, SVETLAN	INTERPRETER SERVICE	COURTS	100.00
152763	LAKESIDE INDUSTRIES	EZ STREET STOCK	ROADWAY MAINTENANCE	559.38
	LAKESIDE INDUSTRIES		WATER DIST MAINS	559.39
152764	LES SCHWAB TIRE CTR	FLAT TIRE REPAIR #H017	EQUIPMENT RENTAL	441.52
	LES SCHWAB TIRE CTR	TRACTION TIRES	ER&R	511.50
	LES SCHWAB TIRE CTR	AXLE TIRES #J035em 5 - 4	EQUIPMENT RENTAL	1,705.77

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 INVOICE LIST**

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152764	LES SCHWAB TIRE CTR	TIRES #J018	EQUIPMENT RENTAL	2,030.34
152765	LETTERMAN, ANGELL	REFUND CLASS REGISTRATION	GENERAL FUND	250.00
152766	LOVELL, JACK	UB REFUND	WATER/SEWER OPERATION	188.10
152767	LOWES HIW INC	MISC PART FOR REPAIRS	SOURCE OF SUPPLY	81.81
	LOWES HIW INC	SAW BAR, BATTERY PACK	PUMPING PLANT	412.88
	LOWES HIW INC		WATER DIST MAINS	412.89
152768	MACLEOD RECKORD, PLLC	PROFESSIONAL SERVICE	GMA-PARKS	2,166.48
152769	MALAKOOTI TRANSLATIN	INTERPRETER SERVICE	COURTS	110.00
152770	MANHOLES NORTHWEST	STRUCTURE, PIPE, SEWER BYPASS FEE	SEWER MAIN COLLECTION	2,185.46
152771	MARYSVILLE FIRE	EMERGENCY AID SERVICE	FIRE-EMS	25,560.75
152772	MARYSVILLE, CITY OF	UTILITY SERVICE	PARK & RECREATION FAC	24.53
	MARYSVILLE, CITY OF		MAINT OF GENL PLANT	39.05
	MARYSVILLE, CITY OF		WATER SERVICES	58.85
	MARYSVILLE, CITY OF		CITY HALL	77.87
	MARYSVILLE, CITY OF		GMA - STREET	82.46
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	115.98
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	115.98
	MARYSVILLE, CITY OF		OPERA HOUSE	119.94
	MARYSVILLE, CITY OF		PUBLIC SAFETY BLDG	128.07
	MARYSVILLE, CITY OF		PUBLIC SAFETY BLDG	199.44
	MARYSVILLE, CITY OF		MAINT OF GENL PLANT	214.11
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	218.07
	MARYSVILLE, CITY OF		ROADWAY MAINTENANCE	221.64
	MARYSVILLE, CITY OF		EQUIPMENT RENTAL	394.34
	MARYSVILLE, CITY OF		COURT FACILITIES	681.02
	MARYSVILLE, CITY OF		OPERA HOUSE	697.31
	MARYSVILLE, CITY OF		CITY HALL	774.97
	MARYSVILLE, CITY OF		WASTE WATER TREATMENT	1,146.30
	MARYSVILLE, CITY OF		WASTE WATER TREATMENT	1,983.66
	MARYSVILLE, CITY OF		MAINT OF GENL PLANT	2,889.28
152773	MATIA CONTRACTORS	RELEASE RETAINAGE	GMA-PARKS	42,230.78
152774	MATTHEW BENDER & CO	WA CRIMINAL LAW	MUNICIPAL COURTS	544.99
152775	MCCAFFREY, KAREN	UB REFUND	WATER/SEWER OPERATION	35.16
152776	MCCARTY, DANIELLE	REFUND CLASS REGISTRATION	PARKS-RECREATION	146.00
152777	MILLER, LORI		PARKS-RECREATION	15.00
152778	MOTOR TRUCKS	HEATER BLOWER FAN J018	EQUIPMENT RENTAL	405.82
	MOTOR TRUCKS	HEATER ASMBY #J018	EQUIPMENT RENTAL	704.91
	MOTOR TRUCKS	RECTANGULAR LED LIGHT	ER&R	937.02
152779	NAPA AUTO PARTS	CIRCUIT BREAKERS #J018	EQUIPMENT RENTAL	8.48
	NAPA AUTO PARTS	GOLD AIR FILTER	ER&R	12.13
	NAPA AUTO PARTS	TRANSMISSION FILTER KIT	EQUIPMENT RENTAL	25.99
	NAPA AUTO PARTS	LOWER CONTROL ARM ASMBY #P194	EQUIPMENT RENTAL	175.93
	NAPA AUTO PARTS	AIR/FUEL FILTERS	ER&R	258.17
152780	NATIONAL BARRICADE	PARKING SIGNS	TRAFFIC CONTROL DEVICES	2,464.93
152781	NCSI	VOLUNTEER BACKGROUND SCREENING	PERSONNEL ADMINISTRATION	92.50
	NCSI	EMPLOYMENT BACKGROUND SCREENING	PERSONNEL ADMINISTRATION	203.50
152782	NELSON PETROLEUM	HYDRAULIC OIL	ER&R	557.04
152783	NESS, JESSICA KAY	PROTEM SERVICE	MUNICIPAL COURTS	370.00
152784	NETWORK ELECTRIC	ELECTRICAL PERMIT REFUND	COMMUNITY DEVELOPMENT	50.00
152785	OFFICE DEPOT	SUPPLIES	POLICE PATROL	14.26
	OFFICE DEPOT	WALL CALENDARS	ENGR-GENL	31.47
	OFFICE DEPOT	SUPPLIES	POLICE PATROL	64.48
	OFFICE DEPOT	OFFICE SUPPLIES	COMMUNITY	81.70
	OFFICE DEPOT		UTILITY BILLING	135.03
	OFFICE DEPOT	SUPPLIES	POLICE PATROL	214.14
152786	OREILLY AUTO PARTS	OXYGEN SENSOR #967	EQUIPMENT RENTAL	63.16
152787	PAIGE, MICHAEL & PHY	UB REFUND	WATER/SEWER OPERATION	16.81
152788	PAPE MACHINERY	MISC. REPAIR/PARTS FOR PUMP	STORM DRAINAGE	873.07

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152789	PASAMBA, NANETTE	UB REFUND	WATER/SEWER OPERATION	168.48
152790	PEACE OF MIND	COUNCIL RETREAT MINUTES	CITY CLERK	17.00
	PEACE OF MIND	SPECIAL MEETING MINUTES	CITY CLERK	17.00
	PEACE OF MIND	WORK SESSION MINUTES	CITY CLERK	95.20
	PEACE OF MIND	PLANNING COMMISSION MINUTES	COMMUNITY	115.60
	PEACE OF MIND	COUNCIL MEETING MINUTES	CITY CLERK	156.40
152791	PETROCARD SYSTEMS	FUEL	GENERAL	59.48
	PETROCARD SYSTEMS		DEVELOPMENT SERVICES	62.18
	PETROCARD SYSTEMS		ENGR-GENL	64.63
	PETROCARD SYSTEMS		COMMUNITY	80.18
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	145.27
	PETROCARD SYSTEMS		PARK & RECREATION FAC	833.37
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	4,783.07
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	5,721.97
	PETROCARD SYSTEMS		GENERAL	5,784.29
	PETROCARD SYSTEMS		POLICE PATROL	7,020.14
152792	PGC INTERBAY LLC	REIMBURSEMENT TO GOLF	PRO-SHOP	75.03
	PGC INTERBAY LLC		PRO-SHOP	168.40
	PGC INTERBAY LLC		PRO-SHOP	434.23
	PGC INTERBAY LLC		MAINTENANCE	736.57
	PGC INTERBAY LLC		PRO-SHOP	850.00
	PGC INTERBAY LLC		PRO-SHOP	879.45
	PGC INTERBAY LLC		PRO-SHOP	1,000.00
	PGC INTERBAY LLC		MAINTENANCE	1,198.05
	PGC INTERBAY LLC		GOLF COURSE	1,375.75
152793	PLATT ELECTRIC	LED LIGHT	OPERA HOUSE	41.18
	PLATT ELECTRIC	SWITCH	SOURCE OF SUPPLY	94.00
	PLATT ELECTRIC	LIGHTS & HEATER	SOURCE OF SUPPLY	157.27
	PLATT ELECTRIC	REPAIR ITEMS FOR RESTROOM	MAINT OF GENL PLANT	160.30
	PLATT ELECTRIC	CONDUIT, WIRE, WIRE TIES	WASTE WATER TREATMENT	231.81
	PLATT ELECTRIC		SEWER LIFT STATION	231.82
	PLATT ELECTRIC	LIGHTS AND SEALS	SEWER LIFT STATION	282.27
	PLATT ELECTRIC	LIGHTS & HEATER	SOURCE OF SUPPLY	425.95
152794	PORTER, JEFFREY S	UB REFUND	WATER/SEWER OPERATION	208.42
152795	POSTAL SERVICE	POSTAGE REIMBURSEMENT	UTIL ADMIN	31.49
	POSTAL SERVICE		COMMUNITY	146.41
152796	PUBLIC FINANCE	LID 71 ADMINISTRATION	INTEREST & OTHER DEBT	947.15
152797	PUD	ACCT #205283641	STREET LIGHTING	10.61
	PUD	ACCT #205026479	STREET LIGHTING	11.59
	PUD	ACCT #204933311	PUMPING PLANT	16.44
	PUD	ACCT #202220760	GOLF ADMINISTRATION	16.87
	PUD	ACCT #201931193	PARK & RECREATION FAC	16.88
	PUD	ACCT #205026479	STREET LIGHTING	18.15
	PUD	ACCT #204584361	STREET LIGHTING	18.28
	PUD	ACCT #205481823	GOLF ADMINISTRATION	18.62
	PUD	ACCT #200998532	PARK & RECREATION FAC	18.71
	PUD	ACCT #202791166	PUMPING PLANT	22.28
	PUD	ACCT #202177861	PUMPING PLANT	22.72
	PUD	ACCT #201380995	PUMPING PLANT	23.11
	PUD	ACCT #204584361	STREET LIGHTING	24.24
	PUD	ACCT #221303498	STREET LIGHTING	27.84
	PUD	ACCT #201142155	TRANSPORTATION	33.40
	PUD	ACCT #220153100	TRANSPORTATION	52.31
	PUD	ACCT #204829691	STREET LIGHTING	52.79
	PUD	ACCT #202183679	TRANSPORTATION	57.17
	PUD	ACCT #200800704	STREET LIGHTING	61.93
	PUD	ACCT #204879134	TRAFFIC CONTROL DEVICES	68.88
	PUD	ACCT #220339238	TRAFFIC CONTROL DEVICES	70.47

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 1/13/2022 TO 1/13/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
152797	PUD	ACCT #221610405	STREET LIGHTING	77.11
	PUD	ACCT #200869303	TRANSPORTATION	88.05
	PUD	ACCT #202576112	STREET LIGHTING	128.85
	PUD	ACCT #222592917	PARK & RECREATION FAC	150.50
	PUD	FEES FOR MOTHER NATURE'S WINDOW	PARK & RECREATION FAC	164.05
	PUD	ACCT #203344585	STREET LIGHTING	203.93
	PUD	ACCT #202368197	PUMPING PLANT	222.68
	PUD	ACCT #200812808	PUMPING PLANT	255.48
	PUD	ACCT #220020531	STREET LIGHTING	318.63
	PUD	ACCT #200084150	TRANSPORTATION	404.33
	PUD	ACCT #200164598	SOURCE OF SUPPLY	502.69
	PUD	ACCT #201639630	GOLF ADMINISTRATION	553.71
	PUD	ACCT #202461554	SEWER LIFT STATION	657.50
	PUD	ACCT #201098969	PUMPING PLANT	1,686.65
	PUD	ACCT #202604203	STREET LIGHTING	1,760.03
	PUD	ACCT #202576112	STREET LIGHTING	2,448.23
	PUD	ACCT #202604203	STREET LIGHTING	2,640.05
	PUD	ACCT #202882098	STREET LIGHTING	8,862.72
	PUD		STREET LIGHTING	13,862.22
152798	PUGET SOUND ENERGY	ACCT #220002768939	PUBLIC SAFETY BLDG	108.26
	PUGET SOUND ENERGY	ACCT #220015485349	OPERA HOUSE	153.80
	PUGET SOUND ENERGY	ACCT #200007781657	GOLF ADMINISTRATION	163.44
	PUGET SOUND ENERGY	ACCT #200007052364	MAINT OF GENL PLANT	238.21
	PUGET SOUND ENERGY	ACCT #220015485380	OPERA HOUSE	247.86
	PUGET SOUND ENERGY	ACCT #220015485703	OPERA HOUSE	425.13
	PUGET SOUND ENERGY	ACCT #200004804056	COURT FACILITIES	658.22
	PUGET SOUND ENERGY	ACCT #220009207345	OPERA HOUSE	741.09
	PUGET SOUND ENERGY	ACCT #200023493808	CITY HALL	786.45
	PUGET SOUND ENERGY	ACCT #200013812314	MAINT OF GENL PLANT	1,551.15
	PUGET SOUND ENERGY	ACCT #200010703029	PUBLIC SAFETY BLDG	2,243.08
152799	PUGET SOUND SECURITY	KEY #J067	EQUIPMENT RENTAL	17.38
152800	RANDHAWA, MOHINDER	INTERPRETER SERVICE	COURTS	100.00
152801	REECE TRUCKING	TOPSOIL	HYDRANTS	45.86
	REECE TRUCKING	UTILITY SAND	SNOW & ICE REMOVAL	6,684.53
152802	RH2 ENGINEERING INC	PROFESSIONAL SERVICE	WATER DIST MAINS	81.74
	RH2 ENGINEERING INC		WATER DIST MAINS	194.75
	RH2 ENGINEERING INC		SOURCE OF SUPPLY	486.88
	RH2 ENGINEERING INC		WATER RESERVOIRS	1,450.63
	RH2 ENGINEERING INC		WATER CAPITAL PROJECTS	3,695.48
	RH2 ENGINEERING INC		SEWER CAPITAL PROJECTS	13,668.10
	RH2 ENGINEERING INC		WATER CAPITAL PROJECTS	13,936.79
152803	RIGHT SYSTEMS, INC.	I-NET CONNECTIVITY	CENTRAL SERVICES	1,346.58
	RIGHT SYSTEMS, INC.	GIS CLOUD SECURITY	UTIL ADMIN	5,234.27
	RIGHT SYSTEMS, INC.	I-NET CONNECTIVITY	CENTRAL SERVICES	34,278.50
	RIGHT SYSTEMS, INC.	MCC WIRELESS APS	CAPITAL EXPENDITURES	41,184.24
152804	SANJURJO BLOOM, R	REFUND BLOOM SERVICE DEPOSIT	GENERAL FUND	250.00
152805	SIX ROBBLEES INC	SNOW PLOW EDGE MARKER SET	ER&R	127.04
152806	SMITH, MARABELLE	UB REFUND	WATER/SEWER OPERATION	262.02
152807	SNO CO PUBLIC WORKS	BRIDGE INSPECTION	ROADWAY MAINTENANCE	259.50
	SNO CO PUBLIC WORKS	STREET SIGN	TRANSPORTATION	1,215.03
152808	SNO CO TREASURER	JAIL MEDICAL NOV 2021	DETENTION & CORRECTION	5,195.51
	SNO CO TREASURER	SCJ HOUSING NOVEMBER	DETENTION & CORRECTION	139,050.15
152809	SOLID WASTE SYSTEMS	REPAIRS TO #J030	EQUIPMENT RENTAL	2,916.13
152810	SOUND SAFETY	UNIFORM ITEMS	SOLID WASTE OPERATIONS	369.06
152811	STAPLES	WALL CALENDAR	MUNICIPAL COURTS	23.93
152812	SUNBELT RENTALS	BOOM LIFT RENTAL	ROADSIDE VEGETATION	726.85
	SUNBELT RENTALS		SIDEWALK MAINTENANCE	812.65
152813	TACOMA SCREW PRODUCT	MRO PAINT	ER&R	229.14

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 1/13/2022 TO 1/13/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
152814	TRIMAXX CONSTRUCTION	PAY ESTIMATE #3	GMA-PARKS	34,872.65
152815	UNITED PARCEL SERVIC	SHIPPING	POLICE PATROL	46.03
152816	UNITED RECYCLING	50 YARDS OF DEMO DEBRIS	GMA - STREET	860.04
	UNITED RECYCLING	DEMOLITION DEBRIS BILLING	GMA - STREET	1,315.55
152817	UTILITIES UNDERGROUN	EXCAVATION NOTIFICATION	UTILITY LOCATING	555.94
152818	VARGAS, ZULLY	REFUND ACTIVITY WITHDRAWAL	PARKS-RECREATION	48.00
152819	WASTE MANAGEMENT	YARD/RECYCLING SERVICE	RECYCLING OPERATION	309,951.62
152820	WEST PAYMENT CENTER	WEST INFORMATION CHARGES	LEGAL-GENL	400.28
	WEST PAYMENT CENTER		LEGAL - PROSECUTION	400.28
152821	WESTERN SYSTEMS	ETHERNET SWITCHES	TRANSPORTATION	7,821.72
152822	WET RABBIT EXPRESS	CAR WASHES	POLICE PATROL	104.00
152823	WILLIAM & KAREN FOST	UB REFUND	WATER/SEWER OPERATION	145.53
152824	ZIPLY FIBER	TELEPHONE SERVICE	PARK & RECREATION FAC	58.89
152825	ZUANICH, LUKE & ALYC	UB REFUND	WATER/SEWER OPERATION	34.22
			WARRANT TOTAL:	<u>1,258,260.06</u>

152685	PREMERA BLUE CROSS	CLAIMS PAID 12/26 TO 12/31/2021	MEDICAL CLAIMS	\$62,870.80
152686	DEPT OF LICENSING	FIREARMS SECTION	INTERGOVERNMENTAL	\$666.00

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

WARRANT TOTAL:


\$1,321,796.86

Index #6

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: January 24, 2022

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 January 10, 2022 payroll in the amount \$1,647,148.75, paid by EFT Transactions and Check No. 33767 through 33787.

COUNCIL ACTION:

Index #7

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: JANUARY 24, 2022

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:

The Finance and Executive Departments recommend City Council approve the January 12, 2022 claims in the amount of \$654,043.78 paid by EFT transactions and Check No.'s 152647 through 152684.

COUNCIL ACTION:

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 1/12/2022 TO 1/12/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
152647	911 SUPPLY INC.	UNIFORM - HAMBURG	POLICE PATROL	335.13
	911 SUPPLY INC.		POLICE PATROL	371.10
	911 SUPPLY INC.	UNIFORM - BOGGS	POLICE PATROL	723.36
152648	ALEXANDER PRINTING	PRINTING	POLICE PATROL	143.42
152649	ALLIANT INSURANCE	EXCESS LIABILITY PREMIUM	RISK MANAGEMENT	137,928.56
	ALLIANT INSURANCE	GENERAL LIABILITY PREMIUM	RISK MANAGEMENT	302,437.94
152650	AMAZON CAPITAL	WIRELESS KEYBOARD/MOUSE	COMPUTER SERVICES	30.59
152651	AMERICAN PUBLIC WORK	MEMBERSHIP RENEWAL	ENGR-GENL	247.00
152652	ANDERSON, KRISTEN	PROTEM SERVICE	MUNICIPAL COURTS	370.00
152653	ASSN OF WA CITIES	AWC MEMBERSHIP	PERSONNEL ADMINISTRATION	28,967.68
	ASSN OF WA CITIES	2022 MEMBERSHIP DUES	NON-DEPARTMENTAL	51,518.00
152654	AWWA	WA. WATER UTILITIES COUNCIL	WATER DIST MAINS	2,500.00
152655	CNR, INC.	MAINTENANCE CONTRACT	COMPUTER SERVICES	1,364.54
152656	CRIMINAL JUSTICE	ACADEMY TRAINING AND CLASSES	POLICE TRAINING-FIREARMS	9,257.00
152657	DELL	COMPUTERS/MONITOR/LAPTOP	LEGAL - PROSECUTION	228.70
	DELL		COMMUNITY	3,086.00
	DELL		COMMUNITY	3,086.00
	DELL		IS REPLACEMENT ACCOUNTS	3,763.99
	DELL	MITEL SERVER HOST	COMPUTER SERVICES	14,367.41
152658	DLT SOLUTIONS	AUTOCAD RENEWAL	SEWER MAIN COLLECTION	6,216.94
	DLT SOLUTIONS		WASTE WATER TREATMENT	6,216.95
	DLT SOLUTIONS		STORM DRAINAGE	6,216.95
152659	DMCMA	DMCMA MEMBERSHIP	MUNICIPAL COURTS	150.00
	DMCMA		MUNICIPAL COURTS	150.00
152660	GOVCONNECTION INC	PHONE CASES	IS REPLACEMENT ACCOUNTS	489.23
152661	JP COOKE COMPANY, THE	ANIMAL LICENSE TAGS	COMMUNITY	88.30
152662	JULZ ANIMAL HOUZ	SUPPLIES	K9 PROGRAM	6.72
152663	LASTING IMPRESSIONS	UNIFORMS	DETENTION & CORRECTION	56.84
	LASTING IMPRESSIONS	PATCHES	POLICE PATROL	573.83
152664	LEIRA	DUES - ORSBORN	OFFICE OPERATIONS	50.00
	LEIRA	DUES - TANNA	POLICE INVESTIGATION	50.00
152665	LIFE-ASSIST, INC.	AED BATTERY	EXECUTIVE ADMIN	190.18
152666	MACLEOD RECKORD, PLLC	BILLING THROUGH 1/5/22	GMA-PARKS	5,374.41
152667	MOUNTAIN MIST	WATER COOLER/BOTTLED WATER	WASTE WATER TREATMENT	16.97
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	16.98
	MOUNTAIN MIST		SEWER MAIN COLLECTION	16.98
152668	MPA	MPA MEMBERSHIP	PROBATION	40.00
	MPA	MPA CONFERENCE REGISTRATION	PROBATION	175.00
152669	PAXXO (USA) INC.	MAXI CASSETTE	WATER/SEWER OPERATION	-202.40
	PAXXO (USA) INC.		WASTE WATER TREATMENT	2,378.79
152670	PEACE OF MIND	1/3/2022 COUNCIL MINUTES	CITY CLERK	234.60
152671	POSTAL SERVICE	POSTAGE	PROBATION	1,000.00
	POSTAL SERVICE		MUNICIPAL COURTS	3,000.00
152672	POWERDMS, INC	POWER DMS RENEWAL	POLICE ADMINISTRATION	12,157.09
152673	PREMIER GOLF CENTERS	MANAGEMENT SERV. GOLF COURSE	GOLF ADMINISTRATION	9,512.04
152674	QUEST SOFTWARE	RAPID RECOVERY BACKUP	COMPUTER SERVICES	11,967.48
152675	RAILROAD MANAGEMENT	LICENSE FEES FOR #302075	UTIL ADMIN	313.34
152676	RAVE WIRELESS INC	SMS OPT-IN 2022	EXECUTIVE ADMIN	2,923.78
152677	SNO CO BAR ASSOC	GRIBBLE LICENSE RENEWAL	LEGAL - PROSECUTION	125.00
	SNO CO BAR ASSOC	MILLETT LICENSE RENEWAL	LEGAL - PROSECUTION	125.00
152678	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

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 1/12/2022 TO 1/12/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
152678	SONITROL	MONITORING	CITY HALL	361.92
	SONITROL		WASTE WATER TREATMENT	576.04
152679	SUEZ TREATMENT	BALLAST ASSEMBLY 230V	WASTE WATER TREATMENT	2,847.04
152680	THYSSENKRUPP ELEVATO	PLATINUM FULL MAINTENANCE	PUBLIC SAFETY BLDG	346.50
	THYSSENKRUPP ELEVATO		PUBLIC SAFETY BLDG	346.50
152681	VOLUNTEERS OF AMERICA	CDBG-COVID EMERGENCY RENTAL ASSIST.	COMMUNITY	16,311.49
152682	WWCPA	ANNUAL CERT. RENEWAL	UTIL ADMIN	20.00
	WWCPA		UTIL ADMIN	20.00
	WWCPA		UTIL ADMIN	20.00
	WWCPA		TRAINING	20.00
	WWCPA		WATER DIST MAINS	20.00
	WWCPA		WATER DIST MAINS	20.00
	WWCPA		WATER DIST MAINS	20.00
	WWCPA		SEWER PRETREATMENT	20.00
152683	ZIPLY FIBER	ACCT #3606534741	WASTE WATER TREATMENT	56.29
	ZIPLY FIBER	ACCT #3606583358	POLICE PATROL	58.09
	ZIPLY FIBER	ACCT #3606577075	POLICE PATROL	58.24
	ZIPLY FIBER	ACCT #3606580924	PUBLIC SAFETY BLDG	60.64
	ZIPLY FIBER	ACCT #4253359912	SUNNYSIDE FILTRATION	65.64
	ZIPLY FIBER	ACCT #3606585292	PERSONNEL ADMINISTRATION	71.16
	ZIPLY FIBER	ACCT #3606537208	OPERA HOUSE	86.99
	ZIPLY FIBER	ACCT #3606575532	OPERA HOUSE	195.99
	ZIPLY FIBER	ACCT #3606585292	MUNICIPAL COURTS	284.66
152684	ZIPLY FIBER	PHONE CHARGES	TRAFFIC CONTROL DEVICES	56.73

WARRANT TOTAL: \$654,043.78

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

WARRANT TOTAL: \$654,043.78

Index #8

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 1/24/2022

AGENDA ITEM:	
GeoTest Services, Inc. Supplemental Agreement No. 1 - PSA	
PREPARED BY:	DIRECTOR APPROVAL:
Bryan Milligan	
DEPARTMENT:	
Executive	
ATTACHMENTS:	
Supplemental Agreement No. 1	
BUDGET CODE:	AMOUNT:
3140018.562000.1837	\$14,440.00
SUMMARY:	

This supplemental agreement is to being proposed to cover unforeseen and additional testing needs at the Civic Center. During construction we encountered the need for more offsite inspections for precast concrete and structural steel than originally estimated. This is the result of the manufacturer's materials availability and fabrication schedules. This, along with the addition of fenestration testing on the window systems, not originally detailed in the scope, have left us with a cost overrun to complete the testing requirements of the project. Both the unforeseen testing and added fenestration testing were beneficial to the quality of the project. The fenestration testing highlighted multiple correction needs that will result in a more energy efficient and long lasting facility.

The total compensation payable to the Consultant is summarized as follows:

Original Agreement	\$ 327,848.00
Supplemental Agreement No. 1	\$ 14,440.00
Total Compensation	\$ 342,288.00

RECOMMENDED MOTION:

I move to authorize the Mayor to sign and execute the Supplemental Agreement No. 1 with GeoTest Services, Inc. in the amount of \$14,440.00.

**SUPPLEMENTAL AGREEMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND GEOTEST SERVICES, INC.**

THIS SUPPLEMENTAL AGREEMENT NO. 1 (“Supplemental Agreement No. 1”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (“City”) and GeoTest Services, Inc, a corporation in Washington state, organized under the laws o the state of Washington, located and doing business at 741 Marine Drive, Bellingham, WA 98225-1529. (“Consultant”).

WHEREAS, the parties hereto have previously entered into an agreement for observation & testing of auger cast piles, density & compaction testing of earthwork materials incl. asphalt & concrete, structural steel welds & bolting, cold formed framing, masonry, rebar, proprietary anchors, bond & density of spray applied fire resistant materials. To verify the work completed meets the needs of the project, building codes and this projects specifications. As well as compliance with WA State Energy Codes and project specifications. (the “Original Agreement”), said Original Agreement being dated January 13th, 2020; and

WHEREAS, both parties desire to supplement the Original Agreement, by expanding the Scope of Services to provide for the services described in the attached Exhibit A-1 and to provide compensation therefore;

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein or attached and incorporated, and made a part hereof, the parties hereto agree as follows:

1. Exhibit A, as referenced and incorporated in Section 1 of the Original Agreement, “SCOPE OF SERVICES”, shall be supplemented by Exhibit A-1, attached hereto and by this references made part of this Supplemental Agreement No. 1, and a part of the Original Agreement.
2. Section 2 of the Original Agreement, “TERM”, is amended to add that the parties agree to extend the term of the Original Agreement to terminate at midnight July 1st, 2022.
3. Section 3 of the Original Agreement, “COMPENSATION”, is amended to include the additional Consultant fee of \$14,440.00 and shall read as follows: “In no event shall the compensation paid to Consultant under this Agreement exceed \$342,288.00 within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City.”

The total compensation payable to the Consultant is summarized as follows:

Original Agreement	\$327,848.00
Supplemental Agreement No.1	\$ 14,440.00
Grand Total	\$342,288.00

4. Each and every provision of the Original Agreement for Professional Services dated January 13th, 2020, shall remain in full force and effect, except as modified herein.


DATED this _____ day of _____, 20_____.

CITY OF MARYSVILLE

By _____
Jon Nehring, Mayor

DATED this 4th day of January, 2022.

GEOTEST SERVICES, INC.

By 
Kevin Richardson
Its: President

ATTEST/AUTHENTICATED:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

EXHIBIT A – 1

SUPPLEMENTAL AGREEMENT NO. 1



Marysville Civic Center
501 Delta Avenue, Marysville, WA 98270
Estimate of Cost to Complete

GeoTest is pleased to submit this cost estimate of completion of our services for the above project . This estimate accounts for both billed and unbilled service costs and provides an estimate of additional compensation required to complete our services. Based on a review of the costs incurred to date and the expected remaining services, we estimate an additional \$14,440 will be required in addition to our original contract amount of \$327,848 to complete the project. The total of billed and unbilled service costs for the project as of November 14, 2021 is \$327,898.

BUILDING ENVELOPE

Detail	Visits	Hours	Number of Tests	Unit Rate	Total
Storefront Window Testing - ASTM E1105			1	\$1,000	1,000
Building Envelope Inspections	6	6		\$90	3,240
Whole Building Air Leakage Test (Reduced Rate)			1	\$4,000	4,000
Reporting		4		\$100	400
Subtotal					\$8,640

EXTERIOR CONCRETE PAVING

Detail	Visits	Hours	Number of Tests	Unit Rate	Total
Concrete Inspection and Field Testing	8	6		\$75	3,600
Sample Pickup and Processing	8	1		\$75	600
Concrete Test Specimens	8 sets of 5 ea		40	\$25	1,000
Subtotal					\$5,200

OTHER

Detail	Visits	Hours	Unit Rate	Total
Project Manager - Set Up, Meetings, Review, Closeout		6	\$100	\$600
Subtotal				\$600

Total Estimated Additional Costs	\$14,440
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Index #9

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

CITY COUNCIL MEETING DATE: 1/24/2022

AGENDA ITEM:	
Furniture Purchase Authorization	
PREPARED BY:	DIRECTOR APPROVAL:
Sandy Langdon, Finance Director	
DEPARTMENT:	
Finance	
ATTACHMENTS:	
Furniture Quote	
BUDGET CODE:	AMOUNT:
31400018.535000	\$350,000
SUMMARY:	

Requesting authorization to purchase furniture for the Tower of the Marysville Civic Center from the federal purchasing contract at approximately 85% discount. The quote includes parts for desks, conference tables, and panel partitions to furnish all four floors.

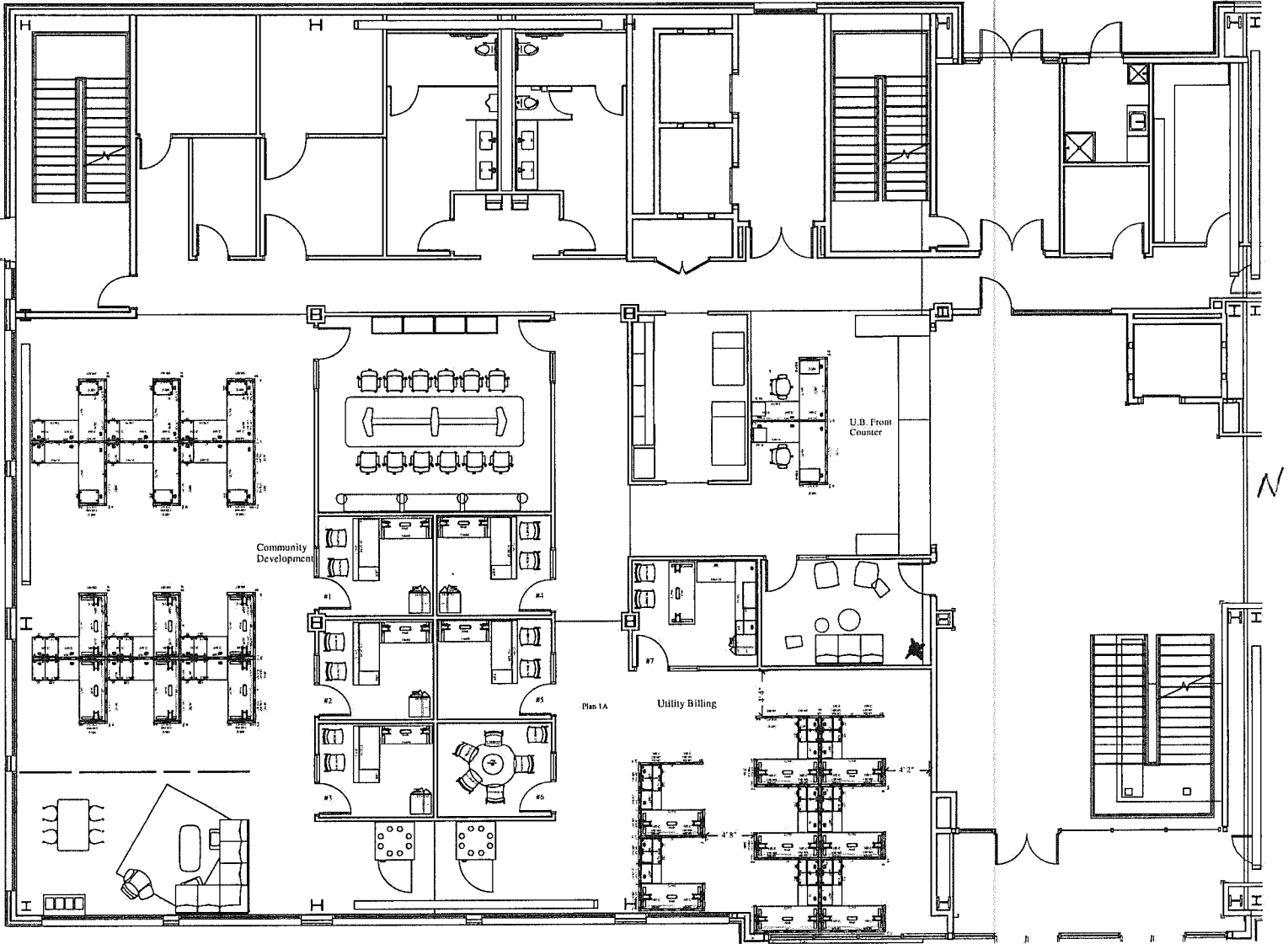
In order to guarantee the 85% discount the order needs to be placed by 1/31/2022.

Approximate delivery is four to five months from order date.

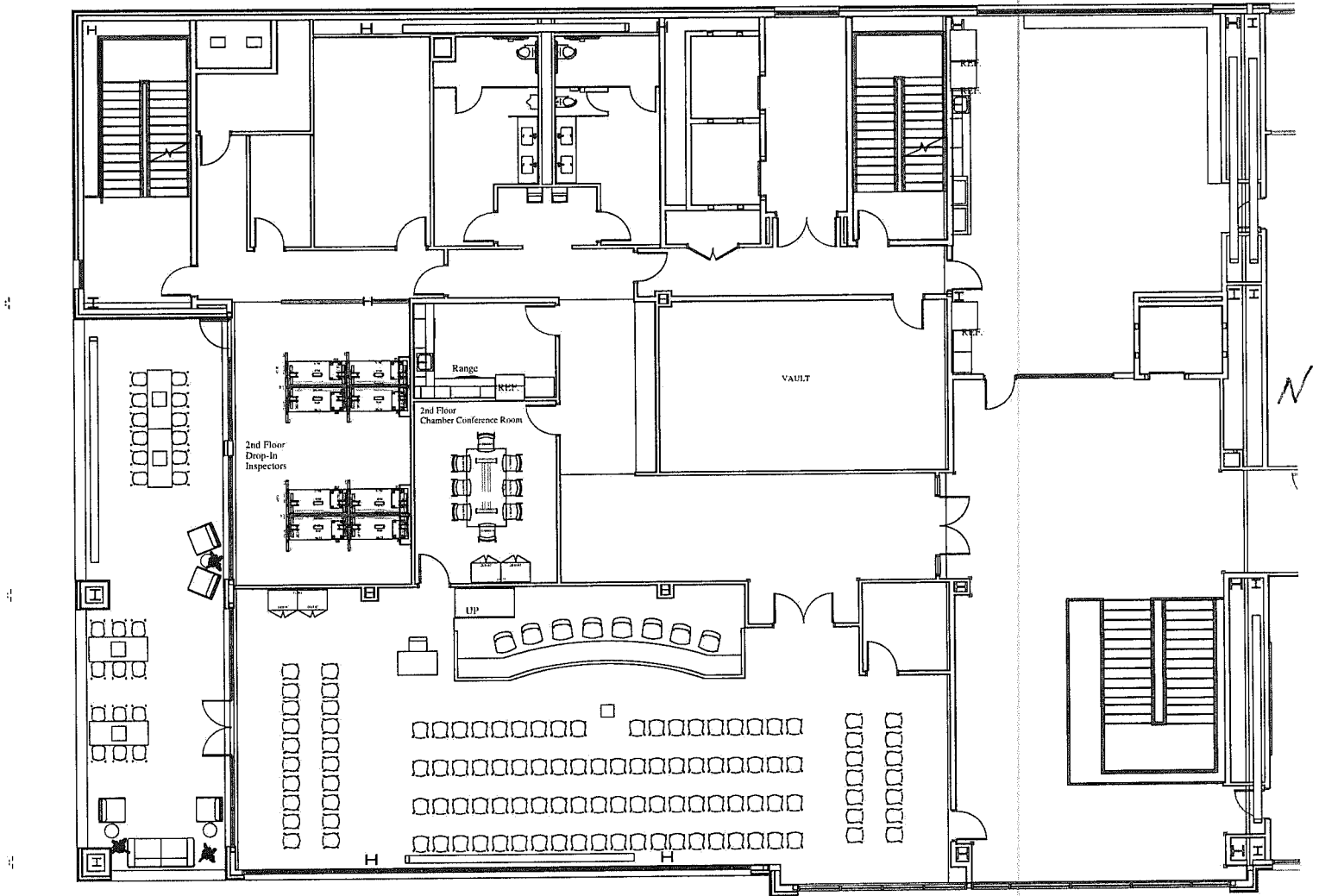
Additional detail to be included in an update on Monday.

RECOMMENDED MOTION: Authorize the purchase of furniture for the Marysville Civic Center Tower.

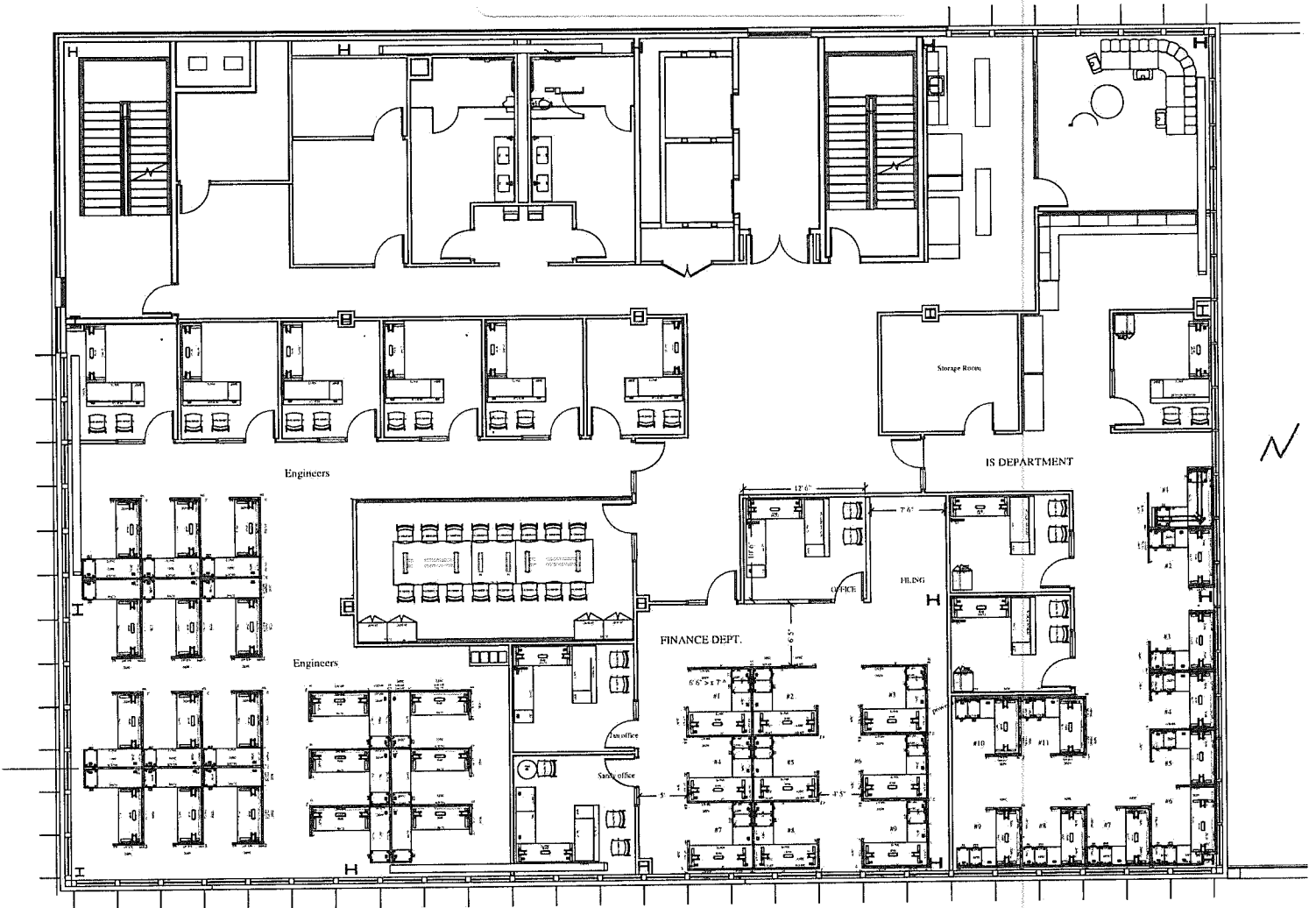
MCC 1ST FLOOR



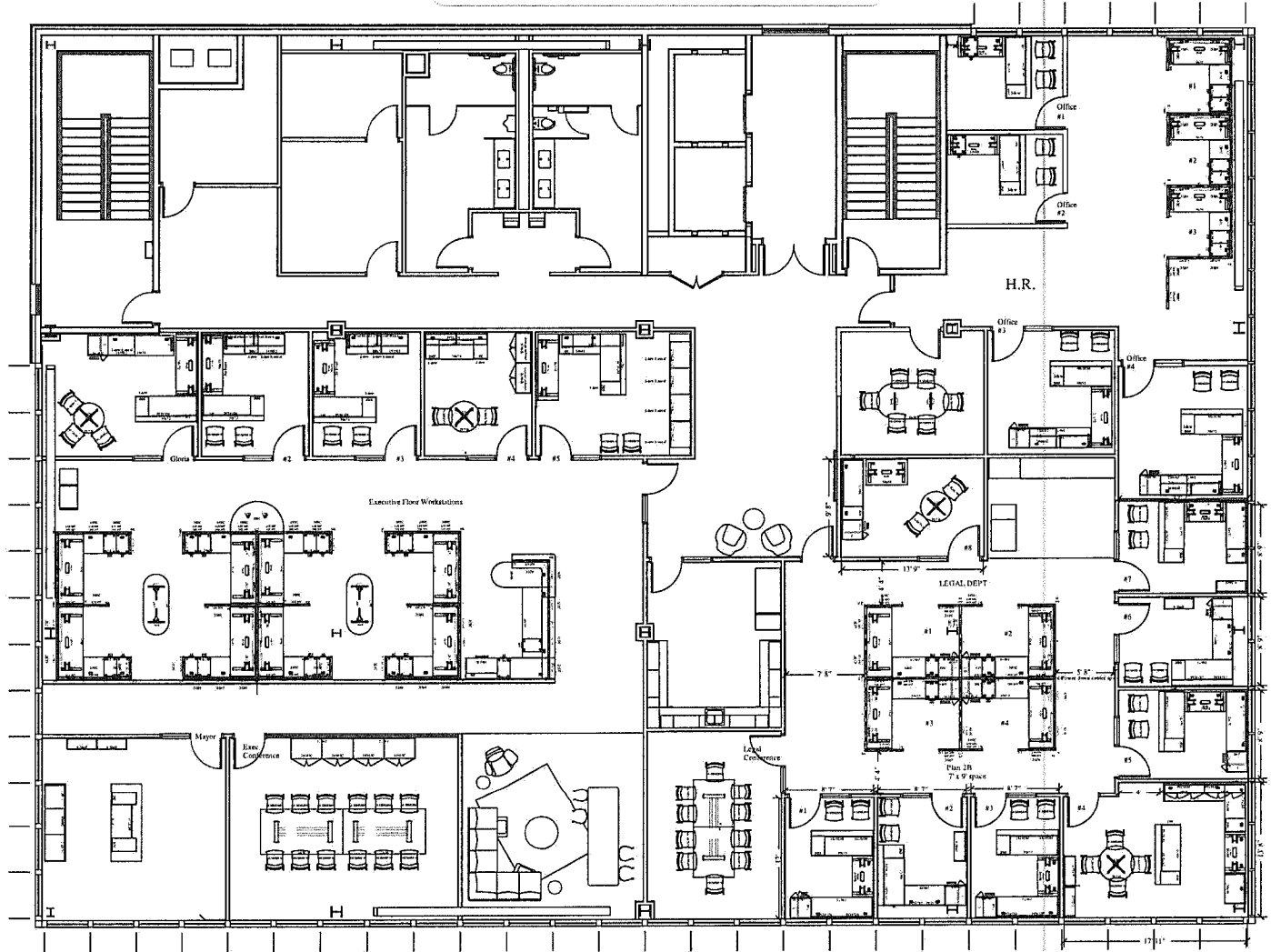
MCC 2ND FLOOR



MCC 3RD FLOOR



MCC 4TH FLOOR



Marysville Tower - 1st Fl Community Dev.

Space Planning #: MSP-20067

Date: 12/23/2021

Notes:

Spin Alabaster (base) and Spin Pool (accent) panel fabric fabrics -
Harvest laminate & edgeband - Muslin paint

Position to Win.

Pricing only valid for
November 2021 Price Book
K Beeler

Line #	Part Number	Part Description	Qty	List	Ext List
1	M-C1L	Univ Cantilevered Worksurf Bracket LH	6	\$ 89.00	\$534.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
2	M-C1R	Univ Cantilevered Worksurf Bracket RH	6	\$ 89.00	\$534.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
3	M-CWB2	S1K Cantilever W/S Bracket Kit (2 pack)	8	\$ 43.00	\$344.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
4	M-ED1	Duplex Outlet Circuit #1	12	\$ 71.00	\$852.00
	.EU	Muslin			
5	M-ED4	Duplex Outlet Circuit #4 - Isolated/Dedicated	12	\$ 71.00	\$852.00
	.EU	Muslin			
6	M-EH24	Standard Single Block Duplex Harness 24W	8	\$ 300.00	\$2,400.00
7	M-EH30	Standard Double Block Duplex Harness 30W	6	\$ 332.00	\$1,992.00
8	M-EH48	Standard Double Block Duplex Harness 48W	2	\$ 396.00	\$792.00

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MSP-20067 Marysville Tower - 1st Fl Community Dev.



Page 1 of 7

Line #	Part Number	Part Description	Qty	List	Ext List
9	M-EP30	Pass-Thru Harness 30W	6	\$ 231.00	\$1,386.00
10	M-EPF2	Power In-Feed through Side Receptacle	2	\$ 442.00	\$884.00
11	M-HALRETL	HAT to Panel Bracket T-leg LH	6	\$ 222.00	\$1,332.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
12	M-HALRETR	HAT to Panel Bracket T-leg RH	6	\$ 222.00	\$1,332.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
13	M-HAREC3S2LTF	MXitUP 3 Stage 2 Leg Rectangle T Foot	12	\$ 2,347.00	\$28,164.00
	\$(P1)	P1 Paint Opts			
	.MPT3	CLR: Muslin			
	.X	Standard Glide			
	.MEM	Memory Preset			
14	M-ICPSP281524BBFM	28Hx15Wx24D Support Ped Plinth Mtl Front BBF	12	\$ 1,182.00	\$14,184.00
	.BX	Recessed Plinth			
	.R	Recessed			
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
	\$(P1)	P1 Paint Opts			
	.NA	Match Case			
	.L	Standard Lock			
15	M-ICPSP281524FFM	28Hx15Wx24D Support Ped Plinth Mtl Front FF	12	\$ 1,182.00	\$14,184.00

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MSP-20067 Marysville Tower - 1st Fl Community Dev.

Page 2 of 7

Line #	Part Number	Part Description	Qty	List	Ext List
	.BX	Recessed Plinth			
	.R	Recessed			
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
	\$(P1)	P1 Paint Opts			
	.NA	Match Case			
	.L	Standard Lock			
16	M-MXHAW3072S	MXitUP HA REC Worksurface w Stiffener 30Dx72W	12	\$ 830.00	\$9,960.00
	\$(L1STD)	Grd L1 Standard Laminate			
	.C	Harvest			
	.C	Harvest			
	.G	Grommet			
17	M-PFC65PLN	65H "L" Connector Post	12	\$ 222.00	\$2,664.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
18	M-PFC65PTN	65H "T" Connector Post	4	\$ 215.00	\$860.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
19	M-PFC65PXN	65H "X" Connector Post	4	\$ 208.00	\$832.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
20	M-PFCSL	"L" Connector Strap	12	\$ 28.00	\$336.00
21	M-PFCST	"T" Connector Strap	4	\$ 34.00	\$136.00

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Line #	Part Number	Part Description	Qty	List	Ext List
22	M-PFCSX	"X" Connector Strap	4	\$ 41.00	\$164.00
23	M-PFXC-22HLS	Prefix In-Line Variable Height Finishing Kit 22.5H	4	\$ 132.00	\$528.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
24	M-PFXC-42E	Prefix Panel End Covers 42.5H	4	\$ 113.00	\$452.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
25	M-PFXC-65E	Prefix Panel End Covers 65H	12	\$ 131.00	\$1,572.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
26	M-PFXC-S	Prefix Straight Connector Kit	24	\$ 17.00	\$408.00
27	M-PFXM-4248FP	Prefix Tackable Panel 42.5H x 48W No TC	4	\$ 801.00	\$3,204.00
	\$(B)	Grd B Fab			
	.SPIN	Fabr: Spin			
	02	Alabaster			
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
28	M-PFXM-5036FP	Prefix Tackable Panel 50H x 36W No TC	8	\$ 871.00	\$6,968.00
	\$(B)	Grd B Fab			
	.SPIN	Fabr: Spin			
	02	Alabaster			
	\$(P1)	P1 Paint Opts			

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MSP-20067 Marysville Tower - 1st Fl Community Dev.

Page 4 of 7

Line #	Part Number	Part Description	Qty	List	Ext List
	.MPT3	Muslin			
29	M-PFXM-6524FP	Prefix Tackable Panel 65H x 24W No TC	10	\$ 813.00	\$8,130.00
	\$(B)	Grd B Fab			
	.SPIN	Fabr: Spin			
	02	Alabaster			
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
30	M-PFXM-6530FP	Prefix Tackable Panel 65H x 30W No TC	12	\$ 859.00	\$10,308.00
	\$(B)	Grd B Fab			
	.SPIN	Fabr: Spin			
	02	Alabaster			
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
31	M-PFXM-6536FP	Prefix Tackable Panel 65H x 36W No TC	16	\$ 920.00	\$14,720.00
	\$(B)	Grd B Fab			
	.SPIN	Fabr: Spin			
	02	Alabaster			
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
32	M-PFXM-6548FP	Prefix Tackable Panel 65H x 48W No TC	12	\$ 1,010.00	\$12,120.00
	\$(B)	Grd B Fab			
	.SPIN	Fabr: Spin			
	02	Alabaster			
	\$(P1)	P1 Paint Opts			

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MSP-20067 Marysville Tower - 1st Fl Community Dev.



Line #	Part Number	Part Description	Qty	List	Ext List
	.MPT3	Muslin			
33	M-PFXS-1536F	Prefix Fabric Stacker 15H x 36W	8	\$ 658.00	\$5,264.00
	\$(B)	Grd B Fab			
	.SPIN	Fabr: Spin			
	11	Pool			
34	M-PFXT24	Prefix Panel Top Cap 24"W	10	\$ 57.00	\$570.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
35	M-PFXT30	Prefix Panel Top Cap 30"W	12	\$ 71.00	\$852.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
36	M-PFXT36	Prefix Panel Top Cap 36"W	24	\$ 93.00	\$2,232.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
37	M-PFXT48	Prefix Panel Top Cap 48"W	16	\$ 118.00	\$1,888.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
38	M-UOSS24	Univ Open Straight Shelf 24W	12	\$ 382.00	\$4,584.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
39	M-URW2454	Univ Rec WS 24 x 54	12	\$ 552.00	\$6,624.00
	\$(L1STD)	L1 Standard Lam Opts			

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MSP-20067 Marysville Tower - 1st Fl Community Dev.

Page 6 of 7

Line #	Part Number	Part Description	Qty	List	Ext List
	.C	Harvest			
	.C	Harvest			
40	M-USOH1530F	Univ OH Cab 15Hx30W Flipper Pnt Door	12	\$ 792.00	\$9,504.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
Group Total List:					\$174,646.00
Ext. Volume:	698.92			Project Total List:	\$174,646.00
Ext. Weight:	7,586.08				

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MSP-20067 Marysville Tower - 1st Fl Community Dev.



Marysville - 2nd Fl Inspectors & Chamber Room

Space Planning #: MSP-20072

Date: 12/29/2021

Notes:

Spin Alabaster and Mica Bronze (accent) panel fabrics - Harvest laminate & edgeband - Muslin paint - Clear glass



Position to Win.

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November 2021 Price Book
K Beeler

Line #	Part Number	Part Description	Qty	List	Ext List
2nd Fl Inspectors					
1	M-EH36	Standard Double Block Duplex Harness 36W	8	\$ 365.00	\$2,920.00
2	M-EPF2	Power In-Feed through Side Receptacle	2	\$ 442.00	\$884.00
3	M-PFCST	"T" Connector Strap	2	\$ 34.00	\$68.00
4	M-PFCSX	"X" Connector Strap	2	\$ 41.00	\$82.00
5	M-PFXC-S	Prefix Straight Connector Kit	4	\$ 17.00	\$68.00
6	M-ED1	Duplex Outlet Circuit #1	8	\$ 71.00	\$568.00
	.EU	Muslin			
7	M-ED4	Duplex Outlet Circuit #4 - Isolated/Dedicated	8	\$ 71.00	\$568.00
	.EU	Muslin			
8	M-HALRETL	HAT to Panel Bracket T-leg LH	4	\$ 222.00	\$888.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
9	M-HALRETR	HAT to Panel Bracket T-leg RH	4	\$ 222.00	\$888.00
	\$(P1)	P1 Paint Opts			

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MSP-20072 Marysville - 2nd Fl Inspectors & Chamber Room



Page 1 of 5

Line #	Part Number	Part Description	Qty	List	Ext List
	.MPT3	Muslin			
10	M-PFC65PTN	65H "T" Connector Post	2	\$ 215.00	\$430.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
11	M-PFC65PXN	65H "X" Connector Post	2	\$ 208.00	\$416.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
12	M-PFXC-65E	Prefix Panel End Covers 65H	8	\$ 131.00	\$1,048.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
13	M-PFXC-65W	Wall Starter Kit for Panels 65H	2	\$ 309.00	\$618.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
14	M-PFXTC36	Prefix Panel Top Cap 36"W	8	\$ 93.00	\$744.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
15	M-PFXTC42	Prefix Panel Top Cap 42"W	8	\$ 108.00	\$864.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
16	M-UWMSOH1536F	Univ Wall MT OH Cab 15Hx36W Flipper Pnt Door	4	\$ 838.00	\$3,352.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			

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Line #	Part Number	Part Description	Qty	List	Ext List
17	M-PFXS-1542G	Prefix Glass Stacker 15H x 42W	4	\$ 899.00	\$3,596.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
	.C	Clear			
18	M-HAREC3S2LTF	MXitUP 3 Stage 2 Leg Rectangle T Foot	8	\$ 2,347.00	\$18,776.00
	\$(P1)	P1 Paint Opts			
	.MPT3	CLR: Muslin			
	.X	Standard Glide			
	.MEM	Memory Preset			
19	M-MXHAW3072S	MXitUP HA REC Worksurface w Stiffener 30Dx72W	8	\$ 830.00	\$6,640.00
	\$(L1STD)	Grd L1 Standard Laminate			
	.C	Harvest			
	.C	Harvest			
	.G	Grommet			
20	M-PFXM-5042FP	Prefix Tackable Panel 50H x 42W No TC	2	\$ 922.00	\$1,844.00
	\$(B)	Grd B Fab			
	.MCA	Fabr: Mica			
	13	Clr: Bronze			
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
21	M-PFXM-5042FP	Prefix Tackable Panel 50H x 42W No TC	2	\$ 922.00	\$1,844.00
	\$(B)	Grd B Fab			
	.SPIN	Fabr: Spin			
	02	Alabaster			

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MSP-20072 Marysville - 2nd Fl Inspectors & Chamber Room



Line #	Part Number	Part Description	Qty	List	Ext List
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
22	M-PFXM-6536FP	Prefix Tackable Panel 65H x 36W No TC	8	\$ 920.00	\$7,360.00
	\$(B)	Grd B Fab			
	.SPIN	Fabr: Spin			
	02	Alabaster			
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
23	M-PFXM-6542FP	Prefix Tackable Panel 65H x 42W No TC	4	\$ 956.00	\$3,824.00
	\$(B)	Grd B Fab			
	.SPIN	Fabr: Spin			
	02	Alabaster			
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
24	M-ICPM211524BFM	21Hx15Wx24D Mob Ped Mtl Front BF	8	\$ 1,062.00	\$8,496.00
	.R	Recessed			
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
	\$(P1)	P1 Paint Opts			
	.NA	Match Case			
	.L	Standard Lock			
				Group Total List:	\$66,786.00

Chamber Room

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Line #	Part Number	Part Description	Qty	List	Ext List
25	M-URW2466N	Univ Rec WS 24 x 66 No Grommets	1	\$ 632.00	\$632.00
	\$(L1STD)	L1 Standard Lam Opts			
	.C	Harvest			
	.C	Harvest			
26	M-DXLSC36	DeXTR high storage cab: 24x36x29.5	2	\$ 1,963.00	\$3,926.00
	\$(L1STD)	Grd L1 Standard Laminates			
	.C	Harvest			
	\$(L1STD)	Grd L1 Standard Laminates			
	.C	Harvest			
	~	Undecided PULL Option			
				Group Total List:	\$4,558.00
Ext. Volume:	256.60			Project Total List:	\$71,344.00
Ext. Weight:	2,992.94				

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MSP-20072 Marysville - 2nd Fl Inspectors & Chamber Room



Marysville - 3rd Floor Engineer Offices

Space Planning #: MSP-20121

Date: 1/12/2022

Notes:

Harvest laminate - Harvest edgeband - Muslin paint (height adj base) - Champagne Metallic paint (DeXTR drawer pulls)

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Line #	Part Number	Part Description	Qty	List	Ext List
1	M-DXL2428BBF	DeXTR 24"D x 28" Box/Box/File Pedestal Support	6	\$ 1,318.00	\$7,908.00
	\$(L1STD)	Grd L1 Standard Laminates			
	.C	Harvest			
	\$(L1STD)	Grd L1 Standard Laminates			
	.C	Harvest			
	.MPR5	Champagne Metallic			
2	M-DXLEP24	DeXTR 24"D x 28" End Panel Support	5	\$ 458.00	\$2,290.00
	\$(L1STD)	Grd L1 Standard Laminates			
	.C	Harvest			
3	M-DXLEP24	DeXTR 24"D x 28" End Panel Support	1	\$ 458.00	\$458.00
	\$(L1STD)	Grd L1 Standard Laminates			
	.C	Harvest			
4	M-DXLMP4028FP	DeXTR 40"W x 28"H Full Length Lam Modesty Panel	6	\$ 537.00	\$3,222.00
	\$(L1STD)	Grd L1 Standard Laminates			
	.C	Harvest			
5	M-HAREC3S2LTF	MXitUP 3 Stage 2 Leg Rectangle T Foot	6	\$ 2,347.00	\$14,082.00
	\$(P1)	P1 Paint Opts			

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MSP-20121 Marysville - 3rd Floor Engineer Offices



Page 1 of 2

Line #	Part Number	Part Description	Qty	List	Ext List
	.MPT3	CLR: Muslin			
	.X	Standard Glide			
	.MEM	Memory Preset			
6	M-MXHAW2472S	MXitUP HA REC Worksurface w Stiffener 24Dx72W	6	\$ 766.00	\$4,596.00
	\$(L1STD)	Grd L1 Standard Laminate			
	.C	Harvest			
	.C	Harvest			
	.G	Grommet			
7	M-URW3072N	Univ Rec WS 30 x 72 No Grommets	6	\$ 738.00	\$4,428.00
	\$(L1STD)	L1 Standard Lam Opts			
	.C	Harvest			
	.C	Harvest			
				Group Total List:	\$36,984.00
Ext. Volume: 172.20				Project Total List:	\$36,984.00
Ext. Weight: 2,405.10					

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Marysville Tower - 3rd Fl Engineers

Space Planning #: MSP-19934

Date: 12/3/2021

Notes:

Spin Alabaster (base panels) & Sarto Lemongrass (accent stacker)
panel fabrics - CORE/L1 laminate - Muslin paint



Position to Win.

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Line #	Part Number	Part Description	Qty	List	Ext List
1	M-C1L	Univ Cantilevered Worksurf Bracket LH	9	\$ 89.00	\$801.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
2	M-C1R	Univ Cantilevered Worksurf Bracket RH	9	\$ 89.00	\$801.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
3	M-CWB2	S1K Cantilever W/S Bracket Kit (2 pack)	12	\$ 43.00	\$516.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
4	M-ED1	Duplex Outlet Circuit #1	18	\$ 71.00	\$1,278.00
	.EU	Muslin			
5	M-ED4	Duplex Outlet Circuit #4 - Isolated/Dedicated	18	\$ 71.00	\$1,278.00
	.EU	Muslin			
6	M-EH24	Standard Single Block Duplex Harness 24W	3	\$ 300.00	\$900.00
7	M-EH30	Standard Double Block Duplex Harness 30W	9	\$ 332.00	\$2,988.00
8	M-EH42	Standard Double Block Duplex Harness 42W	9	\$ 384.00	\$3,456.00

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MSP-19934 Marysville Tower - 3rd Fl Engineers



Page 1 of 6

Line #	Part Number	Part Description	Qty	List	Ext List
9	M-EPF2	Power In-Feed through Side Receptacle	3	\$ 442.00	\$1,326.00
10	M-HAMREC3S2LTF	MXitUP Max 3 Stage 2 Leg T Foot	18	\$ 2,712.00	\$48,816.00
	\$(P1)	P1 Paint Opts			
	.MPT3	CLR: Muslin			
	.X	Standard Glide			
	.MEM	Memory Preset			
11	M-ICPSP281524BBFM	28Hx15Wx24D Support Ped Plinth Mtl Front BBF	18	\$ 1,160.00	\$20,880.00
	.BX	Recessed Plinth			
	.R	Recessed			
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
	\$(P1)	P1 Paint Opts			
	.NA	Match Case			
	.X	Omit Lock			
12	M-LC1S	Include Satin Removable Lock Core Kit	18	\$ 55.00	\$990.00
	~	Undecided KEY NUMBER Option			
13	M-MXHAW3096S	MXitUP HA REC Worksurface w Stiffener 30Dx96W	18	\$ 946.00	\$17,028.00
	\$(L1STD)	Grd L1 Standard Laminate			
	~	Undecided LAMINATE Option			
	~	Undecided EDGE Option			
	.G	Grommet			
14	M-PFC65PLN	65H "L" Connector Post	18	\$ 222.00	\$3,996.00
	\$(P1)	P1 Paint Opts			

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Line #	Part Number	Part Description	Qty	List	Ext List
	.MPT3	Muslin			
15	M-PFC65PTN	65H "T" Connector Post	6	\$ 215.00	\$1,290.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
16	M-PFC65PXN	65H "X" Connector Post	6	\$ 208.00	\$1,248.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
17	M-PFCS1	Single Connector Strap	21	\$ 17.00	\$357.00
18	M-PFCST	"T" Connector Strap	3	\$ 34.00	\$102.00
19	M-PFCSX	"X" Connector Strap	6	\$ 41.00	\$246.00
20	M-PFXC-22HL	Prefix Variable Height Connector Kit 22.5H	18	\$ 131.00	\$2,358.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
21	M-PFXC-30HL	Prefix Variable Height Connector Kit 30H	6	\$ 155.00	\$930.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
22	M-PFXC-35E	Prefix Panel End Covers 35H	6	\$ 107.00	\$642.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
23	M-PFXC-42E	Prefix Panel End Covers 42.5H	18	\$ 113.00	\$2,034.00
	\$(P1)	P1 Paint Opts			

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MSP-19934 Marysville Tower - 3rd Fl Engineers



Page 3 of 6

Line #	Part Number	Part Description	Qty	List	Ext List
	.MPT3	Muslin			
24	M-PFXC-S	Prefix Straight Connector Kit	27	\$ 17.00	\$459.00
25	M-PFXM-3524FP	Prefix Tackable Panel 35H x 24W No TC	6	\$ 643.00	\$3,858.00
	\$(B)	Grd B Fab			
	.SPIN	Fabr: Spin			
	02	Alabaster			
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
26	M-PFXM-4236FP	Prefix Tackable Panel 42.5H x 36W No TC	18	\$ 754.00	\$13,572.00
	\$(B)	Grd B Fab			
	.SPIN	Fabr: Spin			
	02	Alabaster			
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
27	M-PFXM-5048FP	Prefix Tackable Panel 50H x 48W No TC	12	\$ 975.00	\$11,700.00
	\$(B)	Grd B Fab			
	.SPIN	Fabr: Spin			
	02	Alabaster			
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
28	M-PFXM-6530FP	Prefix Tackable Panel 65H x 30W No TC	9	\$ 859.00	\$7,731.00
	\$(B)	Grd B Fab			
	.SPIN	Fabr: Spin			

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MSP-19934 Marysville Tower - 3rd Fl Engineers

Page 4 of 6

Line #	Part Number	Part Description	Qty	List	Ext List
	02	Alabaster			
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
29	M-PFXM-6542FP	Prefix Tackable Panel 65H x 42W No TC	9	\$ 956.00	\$8,604.00
	\$(B)	Grd B Fab			
	.SPIN	Fabr: Spin			
	02	Alabaster			
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
30	M-PFXM-6548FP	Prefix Tackable Panel 65H x 48W No TC	24	\$ 1,010.00	\$24,240.00
	\$(B)	Grd B Fab			
	.SPIN	Fabr: Spin			
	02	Alabaster			
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
31	M-PFXS-1548F	Prefix Fabric Stacker 15H x 48W	12	\$ 757.00	\$9,084.00
	\$(B)	Grd B Fab			
	.SPIN	Fabr: Spin			
	02	Alabaster			
32	M-PFXTC24	Prefix Panel Top Cap 24"W	6	\$ 57.00	\$342.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
33	M-PFXTC30	Prefix Panel Top Cap 30"W	9	\$ 71.00	\$639.00

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MSP-19934 Marysville Tower - 3rd Fl Engineers



Line #	Part Number	Part Description	Qty	List	Ext List
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
34	M-PFXTC36	Prefix Panel Top Cap 36"W	18	\$ 93.00	\$1,674.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
35	M-PFXTC42	Prefix Panel Top Cap 42"W	9	\$ 108.00	\$972.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
36	M-PFXTC48	Prefix Panel Top Cap 48"W	36	\$ 118.00	\$4,248.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
37	M-URW2442	Univ Rec WS 24 x 42	18	\$ 486.00	\$8,748.00
	\$(L1STD)	L1 Standard Lam Opts			
	~	Undecided LAMINATE Option			
	~	Undecided EDGE Option			
Group Total List:					\$210,132.00
Ext. Volume:	784.50	Project Total List:			\$210,132.00
Ext. Weight:	9,317.76				

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Marysville - 3rd Floor IS Department

Space Planning #: MSP-20093

Date: 1/6/2022

Notes:

Spin Alabaster panel fabric - Harvest laminate & edgeband -
Muslin paint - Clear glass

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Pricing only valid for
November 2021 Price Book
K Beeler

Line #	Part Number	Part Description	Qty	List	Ext List
1	M-C1L	Univ Cantilevered Worksurf Bracket LH	3	\$ 89.00	\$267.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
2	M-C1R	Univ Cantilevered Worksurf Bracket RH	6	\$ 89.00	\$534.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
3	M-CWB2	S1K Cantilever W/S Bracket Kit (2 pack)	6	\$ 43.00	\$258.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
4	M-ED1	Duplex Outlet Circuit #1	11	\$ 71.00	\$781.00
	.EU	Muslin			
5	M-ED4	Duplex Outlet Circuit #4 - Isolated/Dedicated	11	\$ 71.00	\$781.00
	.EU	Muslin			
6	M-EH24	Standard Single Block Duplex Harness 24W	1	\$ 300.00	\$300.00
7	M-EH30	Standard Double Block Duplex Harness 30W	6	\$ 332.00	\$1,992.00
8	M-EH36	Standard Double Block Duplex Harness 36W	10	\$ 365.00	\$3,650.00

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MSP-20093 Marysville - 3rd Floor IS Department



Page 1 of 10

Line #	Part Number	Part Description	Qty	List	Ext List
9	M-EH42	Standard Double Block Duplex Harness 42W	2	\$ 384.00	\$768.00
10	M-EH48	Standard Double Block Duplex Harness 48W	5	\$ 396.00	\$1,980.00
11	M-EPF2	Power In-Feed through Side Receptacle	4	\$ 442.00	\$1,768.00
12	M-FB24	Worksurface Flat Bracket 24L Charcoal	1	\$ 80.00	\$80.00
13	M-HALRETL	HAT to Panel Bracket T-leg LH	4	\$ 222.00	\$888.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
14	M-HALRETR	HAT to Panel Bracket T-leg RH	6	\$ 222.00	\$1,332.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
15	M-HAMREC3S2LTF	MXitUP Max 3 Stage 2 Leg T Foot	1	\$ 2,712.00	\$2,712.00
	\$(P1)	P1 Paint Opts			
	.MPT3	CLR: Muslin			
	.X	Standard Glide			
	.MEM	Memory Preset			
16	M-HAREC3S2LTF	MXitUP 3 Stage 2 Leg Rectangle T Foot	9	\$ 2,347.00	\$21,123.00
	\$(P1)	P1 Paint Opts			
	.MPT3	CLR: Muslin			
	.X	Standard Glide			
	.MEM	Memory Preset			
17	M-HAREC3S3LTF	MXitUP 3 Stage 3 Leg Rectangle T Foot	1	\$ 3,873.00	\$3,873.00

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Line #	Part Number	Part Description	Qty	List	Ext List
	\$(P1)	P1 Paint Opts			
	.MPT3	CLR: Muslin			
	.X	Standard Glide			
	.MEM	Memory Preset			
18	M-ICPM271524BBFM	27Hx15Wx18D Mob Ped Mtl Front FF	1	\$ 1,349.00	\$1,349.00
	.R	Recessed			
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
	\$(P1)	P1 Paint Opts			
	.NA	Match Case			
	.L	Standard Lock			
19	M-ICPM271524FFM	27Hx15Wx24D Mob Ped Mtl Front FF	1	\$ 1,349.00	\$1,349.00
	.R	Recessed			
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
	\$(P1)	P1 Paint Opts			
	.NA	Match Case			
	.L	Standard Lock			
20	M-ICPSP281524BBFM	28Hx15Wx24D Support Ped Plinth Mtl Front BBF	10	\$ 1,182.00	\$11,820.00
	.BX	Recessed Plinth			
	.R	Recessed			
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
	\$(P1)	P1 Paint Opts			

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MSP-20093 Marysville - 3rd Floor IS Department



Page 3 of 10

Line #	Part Number	Part Description	Qty	List	Ext List
	.NA	Match Case			
	.L	Standard Lock			
21	M-ICPSP281524FFM	28Hx15Wx24D Support Ped Plinth Mtl Front FF	10	\$ 1,182.00	\$11,820.00
	.BX	Recessed Plinth			
	.R	Recessed			
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
	\$(P1)	P1 Paint Opts			
	.NA	Match Case			
	.L	Standard Lock			
22	M-MDSL29	Universal Shared C-Leg	1	\$ 421.00	\$421.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
23	M-MXHAW3072S	MXitUP HA REC Worksurface w Stiffener 30Dx72W	10	\$ 830.00	\$8,300.00
	\$(L1STD)	Grd L1 Standard Laminate			
	.C	Harvest			
	.C	Harvest			
	.G	Grommet			
24	M-MXHAW3084S	MXitUP HA REC Worksurface w Stiffener 30Dx84W	1	\$ 884.00	\$884.00
	\$(L1STD)	Grd L1 Standard Laminate			
	.C	Harvest			
	.C	Harvest			
	.G	Grommet			

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MSP-20093 Marysville - 3rd Floor IS Department

Page 4 of 10

Line #	Part Number	Part Description	Qty	List	Ext List
25	M-PFC42PLN	42.5H "L" Connector Post	3	\$ 178.00	\$534.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
26	M-PFC50PTN	50H "T" Connector Post	1	\$ 185.00	\$185.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
27	M-PFC65PLN	65H "L" Connector Post	10	\$ 222.00	\$2,220.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
28	M-PFC65PTN	65H "T" Connector Post	8	\$ 215.00	\$1,720.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
29	M-PFCS1	Single Connector Strap	19	\$ 17.00	\$323.00
30	M-PFCSL	"L" Connector Strap	3	\$ 28.00	\$84.00
31	M-PFXC-07HL	Prefix Variable Height Connector Kit 7.5H	12	\$ 107.00	\$1,284.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
32	M-PFXC-07HLS	Prefix In-Line Variable Height Finishing Kit 7.5H	1	\$ 107.00	\$107.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
33	M-PFXC-15HL	Prefix Variable Height Connector Kit 15H	1	\$ 113.00	\$113.00
	\$(P1)	P1 Paint Opts			

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MSP-20093 Marysville - 3rd Floor IS Department



Page 5 of 10

Line #	Part Number	Part Description	Qty	List	Ext List
	.MPT3	Muslin			
34	M-PFXC-22HL	Prefix Variable Height Connector Kit 22.5H	15	\$ 131.00	\$1,965.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
35	M-PFXC-42E	Prefix Panel End Covers 42.5H	6	\$ 113.00	\$678.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
36	M-PFXC-50E	Prefix Panel End Covers 50H	1	\$ 118.00	\$118.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
37	M-PFXC-57E	Prefix Panel End Covers 57.5H	10	\$ 124.00	\$1,240.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
38	M-PFXC-S	Prefix Straight Connector Kit	20	\$ 17.00	\$340.00
39	M-PFXM-4224FP	Prefix Tackable Panel 42.5H x 24W No TC	1	\$ 730.00	\$730.00
	\$(B)	Grd B Fab			
	.SPIN	Fabr: Spin			
	02	Alabaster			
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
40	M-PFXM-4230FP	Prefix Tackable Panel 42.5H x 30W No TC	8	\$ 740.00	\$5,920.00
	\$(B)	Grd B Fab			

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Line #	Part Number	Part Description	Qty	List	Ext List
	.SPIN	Fabr: Spin			
	02	Alabaster			
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
41	M-PFXM-4236FP	Prefix Tackable Panel 42.5H x 36W No TC	10	\$ 754.00	\$7,540.00
	\$(B)	Grd B Fab			
	.SPIN	Fabr: Spin			
	02	Alabaster			
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
42	M-PFXM-4242FP	Prefix Tackable Panel 42.5H x 42W No TC	12	\$ 776.00	\$9,312.00
	\$(B)	Grd B Fab			
	.SPIN	Fabr: Spin			
	02	Alabaster			
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
43	M-PFXM-4248FP	Prefix Tackable Panel 42.5H x 48W No TC	5	\$ 801.00	\$4,005.00
	\$(B)	Grd B Fab			
	.SPIN	Fabr: Spin			
	02	Alabaster			
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
44	M-PFXM-5030FP	Prefix Tackable Panel 50H x 30W No TC	5	\$ 817.00	\$4,085.00
	\$(B)	Grd B Fab			

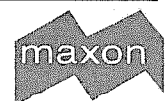
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MSP-20093 Marysville - 3rd Floor IS Department



Line #	Part Number	Part Description	Qty	List	Ext List
	.SPIN	Fabr: Spin			
	02	Alabaster			
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
45	M-PFXM-5036FP	Prefix Tackable Panel 50H x 36W No TC	10	\$ 871.00	\$8,710.00
	\$(B)	Grd B Fab			
	.SPIN	Fabr: Spin			
	02	Alabaster			
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
46	M-PFXM-5048FP	Prefix Tackable Panel 50H x 48W No TC	5	\$ 975.00	\$4,875.00
	\$(B)	Grd B Fab			
	.SPIN	Fabr: Spin			
	02	Alabaster			
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
47	M-PFXS-1530G	Prefix Glass Stacker 15H x 30W	4	\$ 784.00	\$3,136.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
	.C	Clear			
48	M-PFXS-1536G	Prefix Glass Stacker 15H x 36W	10	\$ 809.00	\$8,090.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
	.C	Clear			

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Line #	Part Number	Part Description	Qty	List	Ext List
49	M-PFXS-1542G	Prefix Glass Stacker 15H x 42W	10	\$ 899.00	\$8,990.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
	.C	Clear			
50	M-PFXS-1548G	Prefix Glass Stacker 15H x 48W	4	\$ 965.00	\$3,860.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
	.C	Clear			
51	M-PFXTC24	Prefix Panel Top Cap 24"W	1	\$ 57.00	\$57.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
52	M-PFXTC30	Prefix Panel Top Cap 30"W	13	\$ 71.00	\$923.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
53	M-PFXTC36	Prefix Panel Top Cap 36"W	20	\$ 93.00	\$1,860.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
54	M-PFXTC42	Prefix Panel Top Cap 42"W	12	\$ 108.00	\$1,296.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
55	M-PFXTC48	Prefix Panel Top Cap 48"W	10	\$ 118.00	\$1,180.00
	\$(P1)	P1 Paint Opts			

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MSP-20093 Marysville - 3rd Floor IS Department



Line #	Part Number	Part Description	Qty	List	Ext List
	.MPT3	Muslin			
56	M-URW2442	Univ Rec WS 24 x 42	1	\$ 486.00	\$486.00
	\$(L1STD)	L1 Standard Lam Opts			
	.C	Harvest			
	.C	Harvest			
57	M-URW2448	Univ Rec WS 24 x 48	10	\$ 529.00	\$5,290.00
	\$(L1STD)	L1 Standard Lam Opts			
	.C	Harvest			
	.C	Harvest			
58	M-UWSR42	Universal Worksurface Spanner Rail 42W	4	\$ 167.00	\$668.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
				Group Total List:	\$170,954.00
				<hr/> <hr/>	
Ext. Volume:	580.03			Project Total List:	\$170,954.00
Ext. Weight:	6,284.72			<hr/> <hr/>	

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MSP-20093 Marysville - 3rd Floor IS Department

Page 10 of 10

Marysville - 3rd Floor Finance Offices

Space Planning #: MSP-20069

Date: 1/13/2022

Notes:

Harvest laminate - Harvest edgeband - Muslin paint - Champagne
Metallic paint (DeXTR drawer pulls)



Pricing only valid for
November 2021 Price Book
K Beeler

Line #	Part Number	Part Description	Qty	List	Ext List
Jan					
1	M-DXLEP24	DeXTR 24"D x 28" End Panel Support	1	\$ 458.00	\$458.00
	\$(L1STD)	Grd L1 Standard Laminates			
	.C	Harvest			
2	M-DXLFMP4214	DeXTR 42"W x 14"H Lam Floating Modesty Panel	1	\$ 553.00	\$553.00
	\$(L1STD)	Grd L1 Standard Laminates			
	.C	Harvest			
3	M-DXLMP4028FP	DeXTR 40"W x 28"H Full Length Lam Modesty Panel	1	\$ 537.00	\$537.00
	\$(L1STD)	Grd L1 Standard Laminates			
	.C	Harvest			
4	M-MDSL29	Universal Shared C-Leg	1	\$ 421.00	\$421.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
5	M-URW2472	Univ Rec WS 24 x 72	1	\$ 684.00	\$684.00
	\$(L1STD)	L1 Standard Lam Opts			
	.C	Harvest			
	.C	Harvest			

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MSP-20069 Marysville - 3rd Floor Finance Offices



Line #	Part Number	Part Description	Qty	List	Ext List
6	M-URW3072N	Univ Rec WS 30 x 72 No Grommets	1	\$ 738.00	\$738.00
	\$(L1STD)	L1 Standard Lam Opts			
	.C	Harvest			
	.C	Harvest			
7	M-DXL2428BBF	DeXTR 24"D x 28" Box/Box/File Pedestal Support	1	\$ 1,318.00	\$1,318.00
	\$(L1STD)	Grd L1 Standard Laminates			
	.C	Harvest			
	\$(L1STD)	Grd L1 Standard Laminates			
	.C	Harvest			
	.MPR5	Champagne Metallic			
8	M-DXL2428FF	DeXTR 24"D x 28" File/File Pedestal Support	1	\$ 1,318.00	\$1,318.00
	\$(L1STD)	Grd L1 Standard Laminates			
	.C	Harvest			
	\$(L1STD)	Grd L1 Standard Laminates			
	.C	Harvest			
	.MPR5	Champagne Metallic			
9	M-DXLOH1472S	DeXTR 14.25"Dx72"Wx13"H Stack on Storage-Sliding	1	\$ 2,370.00	\$2,370.00
	\$(L1STD)	Grd L1 Standard Laminates			
	.C	Harvest			
	\$(L1STD)	Grd L1 Standard Laminates			
	.C	Harvest			
	.W	Wall Bracket			
10	M-HAREC3S2LTF	MXitUP 3 Stage 2 Leg Rectangle T Foot	1	\$ 2,347.00	\$2,347.00
	\$(P1)	P1 Paint Opts			

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Line #	Part Number	Part Description	Qty	List	Ext List
	.MPT3	CLR: Muslin			
	.X	Standard Glide			
	.MEM	Memory Preset			
11	M-MXHAW2472S	MXitUP HA REC Worksurface w Stiffener 24Dx72W	1	\$ 766.00	\$766.00
	\$(L1STD)	Grd L1 Standard Laminate			
	.C	Harvest			
	.C	Harvest			
	.G	Grommet			
Group Total List:					<u>\$11,510.00</u>

Office 3

12	M-DXLEP24	DeXTR 24"D x 28" End Panel Support	1	\$ 458.00	\$458.00
	\$(L1STD)	Grd L1 Standard Laminates			
	.C	Harvest			
13	M-DXLFMP4214	DeXTR 42"W x 14"H Lam Floating Modesty Panel	1	\$ 553.00	\$553.00
	\$(L1STD)	Grd L1 Standard Laminates			
	.C	Harvest			
14	M-DXLMP4028FP	DeXTR 40"W x 28"H Full Length Lam Modesty Panel	1	\$ 537.00	\$537.00
	\$(L1STD)	Grd L1 Standard Laminates			
	.C	Harvest			
15	M-MDSL29	Universal Shared C-Leg	1	\$ 421.00	\$421.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			

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MSP-20069 Marysville - 3rd Floor Finance Offices



Page 3 of 8

Line #	Part Number	Part Description	Qty	List	Ext List
16	M-URW2472	Univ Rec WS 24 x 72	1	\$ 684.00	\$684.00
	\$(L1STD)	L1 Standard Lam Opts			
	.C	Harvest			
	.C	Harvest			
17	M-URW3072N	Univ Rec WS 30 x 72 No Grommets	1	\$ 738.00	\$738.00
	\$(L1STD)	L1 Standard Lam Opts			
	.C	Harvest			
	.C	Harvest			
18	M-DXL2428BBF	DeXTR 24"D x 28" Box/Box/File Pedestal Support	1	\$ 1,318.00	\$1,318.00
	\$(L1STD)	Grd L1 Standard Laminates			
	.C	Harvest			
	\$(L1STD)	Grd L1 Standard Laminates			
	.C	Harvest			
	.MPR5	Champagne Metallic			
19	M-DXL2428FF	DeXTR 24"D x 28" File/File Pedestal Support	1	\$ 1,318.00	\$1,318.00
	\$(L1STD)	Grd L1 Standard Laminates			
	.C	Harvest			
	\$(L1STD)	Grd L1 Standard Laminates			
	.C	Harvest			
	.MPR5	Champagne Metallic			
20	M-DXLOH1472S	DeXTR 14.25"Dx72"Wx13"H Stack on Storage-Sliding	1	\$ 2,370.00	\$2,370.00
	\$(L1STD)	Grd L1 Standard Laminates			
	.C	Harvest			
	\$(L1STD)	Grd L1 Standard Laminates			

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Line #	Part Number	Part Description	Qty	List	Ext List
	.C	Harvest			
	.W	Wall Bracket			
21	M-HAREC3S2LTF	MXitUP 3 Stage 2 Leg Rectangle T Foot	1	\$ 2,347.00	\$2,347.00
	\$(P1)	P1 Paint Opt			
	.MPT3	CLR: Muslin			
	.X	Standard Glide			
	.MEM	Memory Preset			
22	M-MXHAW2472S	MXitUP HA REC Worksurface w Stiffener 24Dx72W	1	\$ 766.00	\$766.00
	\$(L1STD)	Grd L1 Standard Laminate			
	.C	Harvest			
	.C	Harvest			
	.G	Grommet			
Group Total List:					<u>\$11,510.00</u>

Sandy

23	M-DXLEP24	DeXTR 24"D x 28" End Panel Support	1	\$ 458.00	\$458.00
	\$(L1STD)	Grd L1 Standard Laminates			
	.C	Harvest			
24	M-DXLFMP3014	DeXTR 30"W x 14"H Lam Floating Modesty Panel	1	\$ 487.00	\$487.00
	\$(L1STD)	Grd L1 Standard Laminates			
	.C	Harvest			
25	M-DXLMP4028FP	DeXTR 40"W x 28"H Full Length Lam Modesty Panel	1	\$ 537.00	\$537.00
	\$(L1STD)	Grd L1 Standard Laminates			
	.C	Harvest			

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MSP-20069 Marysville - 3rd Floor Finance Offices



Line #	Part Number	Part Description	Qty	List	Ext List
26	M-MDSL29	Universal Shared C-Leg	1	\$ 421.00	\$421.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
27	M-PPXM29G	Prepare X Base Med. Seated Height with Glides	1	\$ 868.00	\$868.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
28	M-URW2472	Univ Rec WS 24 x 72	1	\$ 684.00	\$684.00
	\$(L1STD)	L1 Standard Lam Opts			
	.C	Harvest			
	.C	Harvest			
29	M-URW3072N	Univ Rec WS 30 x 72 No Grommets	1	\$ 738.00	\$738.00
	\$(L1STD)	L1 Standard Lam Opts			
	.C	Harvest			
	.C	Harvest			
30	M-DXL2428BBF	DeXTR 24"D x 28" Box/Box/File Pedestal Support	1	\$ 1,318.00	\$1,318.00
	\$(L1STD)	Grd L1 Standard Laminates			
	.C	Harvest			
	\$(L1STD)	Grd L1 Standard Laminates			
	.C	Harvest			
	.MPR5	Champagne Metallic			
31	M-DXLOH1472S	DeXTR 14.25"Dx72"Wx13"H Stack on Storage-Sliding	1	\$ 2,370.00	\$2,370.00
	\$(L1STD)	Grd L1 Standard Laminates			
	.C	Harvest			

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Line #	Part Number	Part Description	Qty	List	Ext List
	\$(L1STD)	Grd L1 Standard Laminates			
	.C	Harvest			
	.W	Wall Bracket			
32	M-DXLSLF230	DeXTR Support 2 drawer lateral: 24x30x29.5	1	\$ 2,355.00	\$2,355.00
	\$(L1STD)	Grd L1 Standard Laminates			
	.C	Harvest			
	\$(L1STD)	Grd L1 Standard Laminates			
	.C	Harvest			
	.MPR5	Champagne Metallic			
33	M-HAREC3S2LTF	MXitUP 3 Stage 2 Leg Rectangle T Foot	1	\$ 2,347.00	\$2,347.00
	\$(P1)	P1 Paint Opts			
	.MPT3	CLR: Muslin			
	.X	Standard Glide			
	.MEM	Memory Preset			
34	M-MXHAW2472S	MXitUP HA REC Worksurface w Stiffener 24Dx72W	1	\$ 766.00	\$766.00
	\$(L1STD)	Grd L1 Standard Laminate			
	.C	Harvest			
	.C	Harvest			
	.G	Grommet			
35	M-PPLF36RND	Prepare 36" Diameter Laminate-Flat Edge	1	\$ 774.00	\$774.00
	.X	Non-FSC Wood			
	\$(L1STD)	Grd L1 Standard Laminates			
	.C	Harvest			
	.C	Harvest			

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MSP-20069 Marysville - 3rd Floor Finance Offices



Page 7 of 8

Line #	Part Number	Part Description	Qty	List	Ext List
				Group Total List:	\$14,123.00
				Project Total List:	\$37,143.00
Ext. Volume:	193.00				
Ext. Weight:	2,149.11				

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MSP-20069 Marysville - 3rd Floor Finance Offices

Marysville - 3rd Floor Finance Workstations

Space Planning #: MSP-20108

Date: 1/11/2022

Notes:

Spin Alabaster panel fabric - Harvest laminate & edgeband -

Muslin paint - Clear glass

maxon
Your Project is Our Purpose

Pricing only valid for
November 2021 Price Book
K Beeler

Line #	Part Number	Part Description	Qty	List	Ext List
1	M-CWB2	S1K Cantilever W/S Bracket Kit (2 pack)	8	\$ 43.00	\$344.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
2	M-ED1	Duplex Outlet Circuit #1	9	\$ 71.00	\$639.00
	.EU	Muslin			
3	M-ED4	Duplex Outlet Circuit #4 - Isolated/Dedicated	9	\$ 71.00	\$639.00
	.EU	Muslin			
4	M-EH24	Standard Single Block Duplex Harness 24W	6	\$ 300.00	\$1,800.00
5	M-EH30	Standard Double Block Duplex Harness 30W	6	\$ 332.00	\$1,992.00
6	M-EH36	Standard Double Block Duplex Harness 36W	1	\$ 365.00	\$365.00
7	M-EP30	Pass-Thru Harness 30W	4	\$ 231.00	\$924.00
8	M-EPF2	Power In-Feed through Side Receptacle	2	\$ 442.00	\$884.00
9	M-HAMREC3S2LTF	MXitUP Max 3 Stage 2 Leg T Foot	9	\$ 2,712.00	\$24,408.00
	\$(P1)	P1 Paint Opts			
	.MPT3	CLR: Muslin			

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MSP-20108 Marysville - 3rd Floor Finance Workstations



Page 1 of 7

Line #	Part Number	Part Description	Qty	List	Ext List
	.X	Standard Glide			
	.MEM	Memory Preset			
10	M-ICPSP281524BBFM	28Hx15Wx24D Support Ped Plinth Mtl Front BBF	9	\$ 1,182.00	\$10,638.00
	.BX	Recessed Plinth			
	.R	Recessed			
	~	Undecided PAINT Option			
	\$(P1)	P1 Paint Opts			
	.NA	Match Case			
	.L	Standard Lock			
11	M-ICPSP281524FFM	28Hx15Wx24D Support Ped Plinth Mtl Front FF	9	\$ 1,182.00	\$10,638.00
	.BX	Recessed Plinth			
	.R	Recessed			
	~	Undecided PAINT Option			
	\$(P1)	P1 Paint Opts			
	.NA	Match Case			
	.L	Standard Lock			
12	M-MDSL29	Universal Shared C-Leg	9	\$ 421.00	\$3,789.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
13	M-PFC42PSN	42.5H Extended Straight Connector Post "S"	3	\$ 170.00	\$510.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
14	M-PFC65PSN	65H Extended Straight Connector Post "S"	12	\$ 215.00	\$2,580.00

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Line #	Part Number	Part Description	Qty	List	Ext List
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
15	M-PFC65PLN	65H "L" Connector Post	11	\$ 222.00	\$2,442.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
16	M-PFC65PTN	65H "T" Connector Post	4	\$ 215.00	\$860.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
17	M-PFC65PXN	65H "X" Connector Post	2	\$ 208.00	\$416.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
18	M-PFCS1	Single Connector Strap	5	\$ 17.00	\$85.00
19	M-PFCSL	"L" Connector Strap	7	\$ 28.00	\$196.00
20	M-PFCSS	Extended Straight Connector Strap "S"	15	\$ 34.00	\$510.00
21	M-PFCST	"T" Connector Strap	3	\$ 34.00	\$102.00
22	M-PFCSX	"X" Connector Strap	2	\$ 41.00	\$82.00
23	M-PFXC-22HL	Prefix Variable Height Connector Kit 22.5H	6	\$ 131.00	\$786.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
24	M-PFXC-65E	Prefix Panel End Covers 65H	12	\$ 131.00	\$1,572.00
	\$(P1)	P1 Paint Opts			

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MSP-20108 Marysville - 3rd Floor Finance Workstations



Line #	Part Number	Part Description	Qty	List	Ext List
	.MPT3	Muslin			
25	M-PFXC-S	Prefix Straight Connector Kit	9	\$ 17.00	\$153.00
26	M-PFXM-4236FP	Prefix Tackable Panel 42.5H x 36W No TC	3	\$ 754.00	\$2,262.00
	\$(B)	Grd B Fab			
	.SPIN	Fabr: Spin			
	02	Alabaster			
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
27	M-PFXM-4242FP	Prefix Tackable Panel 42.5H x 42W No TC	3	\$ 776.00	\$2,328.00
	\$(B)	Grd B Fab			
	.SPIN	Fabr: Spin			
	02	Alabaster			
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
28	M-PFXM-5024FP	Prefix Tackable Panel 50H x 24W No TC	6	\$ 784.00	\$4,704.00
	\$(B)	Grd B Fab			
	.SPIN	Fabr: Spin			
	02	Alabaster			
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
29	M-PFXM-5030FP	Prefix Tackable Panel 50H x 30W No TC	12	\$ 817.00	\$9,804.00
	\$(B)	Grd B Fab			
	.SPIN	Fabr: Spin			

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Line #	Part Number	Part Description	Qty	List	Ext List
	02	Alabaster			
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
30	M-PFXM-5036FP	Prefix Tackable Panel 50H x 36W No TC	18	\$ 871.00	\$15,678.00
	\$(B)	Grd B Fab			
	.SPIN	Fabr: Spin			
	02	Alabaster			
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
31	M-PFXM-5042FP	Prefix Tackable Panel 50H x 42W No TC	9	\$ 922.00	\$8,298.00
	\$(B)	Grd B Fab			
	.SPIN	Fabr: Spin			
	02	Alabaster			
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
32	M-PFXS-1524G	Prefix Glass Stacker 15H x 24W	6	\$ 694.00	\$4,164.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
	.c	clear			
33	M-PFXS-1530G	Prefix Glass Stacker 15H x 30W	12	\$ 784.00	\$9,408.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
	.C	Clear			

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MSP-20108 Marysville - 3rd Floor Finance Workstations



Line #	Part Number	Part Description	Qty	List	Ext List
34	M-PFXS-1536G	Prefix Glass Stacker 15H x 36W	18	\$ 809.00	\$14,562.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
	.C	Clear			
35	M-PFXS-1542G	Prefix Glass Stacker 15H x 42W	9	\$ 899.00	\$8,091.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
	.C	Clear			
36	M-PFXTC24	Prefix Panel Top Cap 24"W	6	\$ 57.00	\$342.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
37	M-PFXTC30	Prefix Panel Top Cap 30"W	12	\$ 71.00	\$852.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
38	M-PFXTC36	Prefix Panel Top Cap 36"W	21	\$ 93.00	\$1,953.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
39	M-PFXTC42	Prefix Panel Top Cap 42"W	12	\$ 108.00	\$1,296.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
40	M-URW2454	Univ Rec WS 24 x 54	9	\$ 552.00	\$4,968.00
	\$(L1STD)	L1 Standard Lam Opts			
	.C	Harvest			

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Line #	Part Number	Part Description	Qty	List	Ext List
	.C	Harvest			
41	M-URW3078	Univ Rec WS 30 x 78	9	\$ 788.00	\$7,092.00
	\$(L1STD)	L1 Standard Lam Opts			
	.C	Harvest			
	.C	Harvest			
42	M-UWSR36	Universal Worksurface Spanner Rail 36W	3	\$ 154.00	\$462.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
Group Total List:					\$163,618.00
Ext. Volume:	555.24			Project Total List:	\$163,618.00
Ext. Weight:	5,712.62				

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MSP-20108 Marysville - 3rd Floor Finance Workstations



Marysville - 4th Floor Legal Workstations

Space Planning #: MSP-20073

Date: 12/28/2021

Notes:

Spin Alabaster and Spin Heron (accent) panel fabrics - Harvest laminate & edgeband - Muslin paint - Clear glass



Position to Win.

Pricing only valid for
November 2021 Price Book
K Beeler

Line #	Part Number	Part Description	Qty	List	Ext List
1	M-C1L-20	Univ Cantilevered Worksurf Bracket LH 20"	2	\$ 85.00	\$170.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
2	M-C1R-20	Univ Cantilevered Worksurf Bracket RH 20"	2	\$ 85.00	\$170.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
3	M-CWB2	S1K Cantilever W/S Bracket Kit (2 pack)	2	\$ 43.00	\$86.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
4	M-ED1	Duplex Outlet Circuit #1	4	\$ 71.00	\$284.00
	.EU	Muslin			
5	M-ED4	Duplex Outlet Circuit #4 - Isolated/Dedicated	4	\$ 71.00	\$284.00
	.EU	Muslin			
6	M-EH30	Standard Double Block Duplex Harness 30W	2	\$ 332.00	\$664.00
7	M-EH36	Standard Double Block Duplex Harness 36W	2	\$ 365.00	\$730.00
8	M-EP42	Pass-Thru Harness 42W	2	\$ 250.00	\$500.00

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MSP-20073 Marysville - 4th Floor Legal Workstations



Line #	Part Number	Part Description	Qty	List	Ext List
9	M-EPF2	Power In-Feed through Side Receptacle	1	\$ 442.00	\$442.00
10	M-HAMREC3S2LTF	MXitUP Max 3 Stage 2 Leg T Foot	4	\$ 2,712.00	\$10,848.00
	\$(P1)	P1 Paint Opts			
	.MPT3	CLR: Muslin			
	.X	Standard Glide			
	.MEM	Memory Preset			
11	M-ICCRPB22L	Include 22H (1.5H) Panel Bracket LH	2	\$ 111.00	\$222.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
12	M-ICCRPB22R	Include 22H (1.5H) Panel Bracket RH	2	\$ 111.00	\$222.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
13	M-ICPM271524BBFM	27Hx15Wx18D Mob Ped Mtl Front FF	4	\$ 1,349.00	\$5,396.00
	.R	Recessed			
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
	\$(P1)	P1 Paint Opts			
	.NA	Match Case			
	.L	Standard Lock			
14	M-ICTSF502424LFFM	Include 50x24x24 Side Access Twr MetFront Foot	2	\$ 4,849.00	\$9,698.00
	.SF	Contain Foot			
	~	Undecided FOOT Option			
	.R	Recessed			

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Line #	Part Number	Part Description	Qty	List	Ext List
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
	\$(P1)	P1 Paint Opts			
	.NA	Match Case			
	.NA	No			
	.L	Standard Lock			
15	M-ICTSF502424RFFM	Include 50x24x24 Side Access Twr MetFront Foot	2	\$ 4,849.00	\$9,698.00
	.SF	Contain Foot			
	~	Undecided FOOT Option			
	.R	Recessed			
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
	\$(P1)	P1 Paint Opts			
	.NA	Match Case			
	.NA	No			
	.L	Standard Lock			
16	M-MDSL29	Universal Shared C-Leg	4	\$ 421.00	\$1,684.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
17	M-MXHAW3084S	MXitUP HA REC Worksurface w Stiffener 30Dx84W	4	\$ 884.00	\$3,536.00
	\$(L1STD)	Grd L1 Standard Laminate			
	.C	Harvest			
	.C	Harvest			
	.G	Grommet			

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MSP-20073 Marysville - 4th Floor Legal Workstations



Page 3 of 7

Line #	Part Number	Part Description	Qty	List	Ext List
18	M-PFC57PLN	57.5H "L" Connector Post	4	\$ 208.00	\$832.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
19	M-PFC57PTN	57.5H "T" Connector Post	4	\$ 200.00	\$800.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
20	M-PFC57PXN	57.5H "X" Connector Post	1	\$ 193.00	\$193.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
21	M-PFCSL	"L" Connector Strap	4	\$ 28.00	\$112.00
22	M-PFCST	"T" Connector Strap	4	\$ 34.00	\$136.00
23	M-PFCSX	"X" Connector Strap	1	\$ 41.00	\$41.00
24	M-PFXC-57E	Prefix Panel End Covers 57.5H	8	\$ 124.00	\$992.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
25	M-PFXC-S	Prefix Straight Connector Kit	10	\$ 17.00	\$170.00
26	M-PFXM-4224FP	Prefix Tackable Panel 42.5H x 24W No TC	2	\$ 730.00	\$1,460.00
	\$(B)	Grd B Fab			
	.SPIN	Fabr: Spin			
	02	Alabaster			
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			

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Line #	Part Number	Part Description	Qty	List	Ext List
27	M-PFXM-4224FP	Prefix Tackable Panel 42.5H x 24W No TC	2	\$ 730.00	\$1,460.00
	\$(B)	Grd B Fab			
	.SPIN	Fabr: Spin			
	13	Heron			
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
28	M-PFXM-4230FP	Prefix Tackable Panel 42.5H x 30W No TC	2	\$ 740.00	\$1,480.00
	\$(B)	Grd B Fab			
	.SPIN	Fabr: Spin			
	02	Alabaster			
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
29	M-PFXM-4236FP	Prefix Tackable Panel 42.5H x 36W No TC	2	\$ 754.00	\$1,508.00
	\$(B)	Grd B Fab			
	.SPIN	Fabr: Spin			
	02	Alabaster			
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
30	M-PFXM-4242FP	Prefix Tackable Panel 42.5H x 42W No TC	16	\$ 776.00	\$12,416.00
	\$(B)	Grd B Fab			
	.SPIN	Fabr: Spin			
	02	Alabaster			
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			

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Line #	Part Number	Part Description	Qty	List	Ext List
31	M-PFXM-4242FP	Prefix Tackable Panel 42.5H x 42W No TC	2	\$ 776.00	\$1,552.00
	\$(B)	Grd B Fab			
	.SPIN	Fabr: Spin			
	13	Heron			
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
32	M-PFXS-1524G	Prefix Glass Stacker 15H x 24W	4	\$ 694.00	\$2,776.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
	.C	Clear			
33	M-PFXS-1530G	Prefix Glass Stacker 15H x 30W	2	\$ 784.00	\$1,568.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
	.C	Clear			
34	M-PFXS-1536G	Prefix Glass Stacker 15H x 36W	2	\$ 809.00	\$1,618.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
	.C	Clear			
35	M-PFXS-1542G	Prefix Glass Stacker 15H x 42W	18	\$ 899.00	\$16,182.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
	.C	Clear			
36	M-PFXTC24	Prefix Panel Top Cap 24"W	4	\$ 57.00	\$228.00

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Line #	Part Number	Part Description	Qty	List	Ext List
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
37	M-PFXTC30	Prefix Panel Top Cap 30"W	2	\$ 71.00	\$142.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
38	M-PFXTC36	Prefix Panel Top Cap 36"W	2	\$ 93.00	\$186.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
39	M-PFXTC42	Prefix Panel Top Cap 42"W	18	\$ 108.00	\$1,944.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
40	M-TB2W1	Univ Tower to Worksurface Bracket	4	\$ 60.00	\$240.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
41	M-URW2454	Univ Rec WS 24 x 54	4	\$ 552.00	\$2,208.00
	\$(L1STD)	L1 Standard Lam Opts			
	.C	Harvest			
	.C	Harvest			
Group Total List:					\$94,878.00
Ext. Volume:	321.14	Project Total List:			\$94,878.00
Ext. Weight:	2,544.06				

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Marysville - 4th Floor HR Offices

Space Planning #: MSP-20135

Date: 1/19/2022

Notes:

Harvest laminate - Harvest edgeband - Muslin paint - Champagne
Metallic paint (DeXTR drawer pulls)



Pricing only valid for
November 2021 Price Book
K Beeler

Line #	Part Number	Part Description	Qty	List	Ext List
Conference Room					
1	M-PPGST	Prepare Support Gusset for large tops-Pair	1	\$ 289.00	\$289.00
	\$(P1)	P1 Paint Opt			
	.MPT3	Muslin			
2	M-PPTLSG	Prepare T Base Large Pair Seated Height w/Glides	1	\$ 1,207.00	\$1,207.00
	\$(P1)	P1 Paint Opt			
	.MPT3	Muslin			
3	M-PPLF4284RT	Prepare 42" X 84" Racetrack Laminate-Flat Edge	1	\$ 1,596.00	\$1,596.00
	.X	Non-FSC Wood			
	\$(L1STD)	Grd L1 Standard Laminates			
	.C	Harvest			
	.C	Harvest			
	.C0	No Cutouts			
Group Total List:					\$3,092.00

Office #1

4	M-DXLEP24	DeXTR 24"D x 28" End Panel Support	1	\$ 458.00	\$458.00
	\$(L1STD)	Grd L1 Standard Laminates			

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MSP-20135 Marysville - 4th Floor HR Offices



Line #	Part Number	Part Description	Qty	List	Ext List
	.C	Harvest			
5	M-DXLMP4028FP	DeXTR 40"W x 28"H Full Length Lam Modesty Panel	1	\$ 537.00	\$537.00
	\$(L1STD)	Grd L1 Standard Laminates			
	.C	Harvest			
6	M-URW3072N	Univ Rec WS 30 x 72 No Grommets	1	\$ 738.00	\$738.00
	\$(L1STD)	L1 Standard Lam Opts			
	.C	Harvest			
	.C	Harvest			
7	M-DXL2428BBF	DeXTR 24"D x 28" Box/Box/File Pedestal Support	1	\$ 1,318.00	\$1,318.00
	\$(L1STD)	Grd L1 Standard Laminates			
	.C	Harvest			
	\$(L1STD)	Grd L1 Standard Laminates			
	.C	Harvest			
	.MPR5	Champagne Metallic			
8	M-DXLM211520BF	DeXTR Mobile ped: 20x15.8x21.5	1	\$ 1,412.00	\$1,412.00
	\$(L1STD)	Grd L1 Standard Laminates			
	.C	Harvest			
	\$(L1STD)	Grd L1 Standard Laminates			
	.C	Harvest			
	.MPR5	Champagne Metallic			
9	M-HAREC3S2LTF	MXitUP 3 Stage 2 Leg Rectangle T Foot	1	\$ 2,347.00	\$2,347.00
	\$(P1)	P1 Paint Opts			
	.MPT3	CLR: Muslin			

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Line #	Part Number	Part Description	Qty	List	Ext List
	.X	Standard Glide			
	.MEM	Memory Preset			
10	M-MXHAW2454	MXitUP HA REC Worksurface 24Dx54W	1	\$ 556.00	\$556.00
	\$(L1STD)	Grd L1 Standard Laminate			
	.C	Harvest			
	.C	Harvest			
	.G	Grommet			
Group Total List:					\$7,366.00

Office #2

11	M-DXLEP24	DeXTR 24"D x 28" End Panel Support	1	\$ 458.00	\$458.00
	\$(L1STD)	Grd L1 Standard Laminates			
	.C	Harvest			
12	M-DXLMP4028FP	DeXTR 40"W x 28"H Full Length Lam Modesty Panel	1	\$ 537.00	\$537.00
	\$(L1STD)	Grd L1 Standard Laminates			
	.C	Harvest			
13	M-URW3072N	Univ Rec WS 30 x 72 No Grommets	1	\$ 738.00	\$738.00
	\$(L1STD)	L1 Standard Lam Opts			
	.C	Harvest			
	.C	Harvest			
14	M-DXL2428BBF	DeXTR 24"D x 28" Box/Box/File Pedestal Support	1	\$ 1,318.00	\$1,318.00
	\$(L1STD)	Grd L1 Standard Laminates			
	.C	Harvest			
	\$(L1STD)	Grd L1 Standard Laminates			

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MSP-20135 Marysville - 4th Floor HR Offices



Line #	Part Number	Part Description	Qty	List	Ext List
	.C	Harvest			
	.MPR5	Champagne Metallic			
15	M-DXLM211520BF	DeXTR Mobile ped: 20x15.8x21.5	1	\$ 1,412.00	\$1,412.00
	\$(L1STD)	Grd L1 Standard Laminates			
	.C	Harvest			
	\$(L1STD)	Grd L1 Standard Laminates			
	.C	Harvest			
	.MPR5	Champagne Metallic			
16	M-HAREC3S2LTF	MXitUP 3 Stage 2 Leg Rectangle T Foot	1	\$ 2,347.00	\$2,347.00
	\$(P1)	P1 Paint Opts			
	.MPT3	CLR: Muslin			
	.X	Standard Glide			
	.MEM	Memory Preset			
17	M-MXHAW2460S	MXitUP HA REC Worksurface w Stiffener 24Dx60W	1	\$ 666.00	\$666.00
	\$(L1STD)	Grd L1 Standard Laminate			
	.C	Harvest			
	.C	Harvest			
	.G	Grommet			
Group Total List:					\$7,476.00

Office #3

18	M-DXLEP24	DeXTR 24"D x 28" End Panel Support	1	\$ 458.00	\$458.00
	\$(L1STD)	Grd L1 Standard Laminates			
	.C	Harvest			

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Line #	Part Number	Part Description	Qty	List	Ext List
19	M-DXLMP4028FP	DeXTR 40"W x 28"H Full Length Lam Modesty Panel	1	\$ 537.00	\$537.00
	\$(L1STD)	Grd L1 Standard Laminates			
	.C	Harvest			
20	M-MDSL29	Universal Shared C-Leg	1	\$ 421.00	\$421.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
21	M-URW2472	Univ Rec WS 24 x 72	1	\$ 684.00	\$684.00
	\$(L1STD)	L1 Standard Lam Opts			
	.C	Harvest			
	.C	Harvest			
22	M-URW3072N	Univ Rec WS 30 x 72 No Grommets	1	\$ 738.00	\$738.00
	\$(L1STD)	L1 Standard Lam Opts			
	.C	Harvest			
	.C	Harvest			
23	M-DXL2428BBF	DeXTR 24"D x 28" Box/Box/File Pedestal Support	1	\$ 1,318.00	\$1,318.00
	\$(L1STD)	Grd L1 Standard Laminates			
	.C	Harvest			
	\$(L1STD)	Grd L1 Standard Laminates			
	.C	Harvest			
	.MPR5	Champagne Metallic			
24	M-DXLOH1472S	DeXTR 14.25"Dx72"Wx13"H Stack on Storage-Sliding	1	\$ 2,370.00	\$2,370.00
	\$(L1STD)	Grd L1 Standard Laminates			
	.C	Harvest			

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MSP-20135 Marysville - 4th Floor HR Offices



Page 5 of 9

Line #	Part Number	Part Description	Qty	List	Ext List
	\$(L1STD)	Grd L1 Standard Laminates			
	.C	Harvest			
	.W	Wall Bracket			
25	M-DXLSLF230	DeXTR Support 2 drawer lateral: 24x30x29.5	1	\$ 2,355.00	\$2,355.00
	\$(L1STD)	Grd L1 Standard Laminates			
	.C	Harvest			
	\$(L1STD)	Grd L1 Standard Laminates			
	.C	Harvest			
	.MPR5	Champagne Metallic			
26	M-DXLT652424RBBF	DeXTR 24"Dx24"Wx65"H Personal Storage Tower rh	1	\$ 4,829.00	\$4,829.00
	\$(L1STD)	Grd L1 Standard Laminates			
	.C	Harvest			
	\$(L1STD)	Grd L1 Standard Laminates			
	.C	Harvest			
	.MPR5	Champagne Metallic			
27	M-HAREC3S2LTF	MXitUP 3 Stage 2 Leg Rectangle T Foot	1	\$ 2,347.00	\$2,347.00
	\$(P1)	P1 Paint Opts			
	.MPT3	CLR: Muslin			
	.X	Standard Glide			
	.MEM	Memory Preset			
28	M-MXHAW2472S	MXitUP HA REC Worksurface w Stiffener 24Dx72W	1	\$ 766.00	\$766.00
	\$(L1STD)	Grd L1 Standard Laminate			
	.C	Harvest			
	.C	Harvest			

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Line #	Part Number	Part Description	Qty	List	Ext List
	.G	Grommet			
Group Total List:					\$16,823.00

Office #4

29	M-DXLEP24	DeXTR 24"D x 28" End Panel Support	1	\$ 458.00	\$458.00
	\$(L1STD)	Grd L1 Standard Laminates			
	.C	Harvest			
30	M-DXLMP4028FP	DeXTR 40"W x 28"H Full Length Lam Modesty Panel	1	\$ 537.00	\$537.00
	\$(L1STD)	Grd L1 Standard Laminates			
	.C	Harvest			
31	M-MDSL29	Universal Shared C-Leg	1	\$ 421.00	\$421.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
32	M-URW2472	Univ Rec WS 24 x 72	1	\$ 684.00	\$684.00
	\$(L1STD)	L1 Standard Lam Opts			
	.C	Harvest			
	.C	Harvest			
33	M-URW3072N	Univ Rec WS 30 x 72 No Grommets	1	\$ 738.00	\$738.00
	\$(L1STD)	L1 Standard Lam Opts			
	.C	Harvest			
	.C	Harvest			
34	M-DXL2428BBF	DeXTR 24"D x 28" Box/Box/File Pedestal Support	1	\$ 1,318.00	\$1,318.00
	\$(L1STD)	Grd L1 Standard Laminates			

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MSP-20135 Marysville - 4th Floor HR Offices



Page 7 of 9

Line #	Part Number	Part Description	Qty	List	Ext List
	.C	Harvest			
	\$(L1STD)	Grd L1 Standard Laminates			
	.C	Harvest			
	.MPR5	Champagne Metallic			
35	M-DXLOH1472S	DeXTR 14.25"Dx72"Wx13"H Stack on Storage-Sliding	1	\$ 2,370.00	\$2,370.00
	\$(L1STD)	Grd L1 Standard Laminates			
	.C	Harvest			
	\$(L1STD)	Grd L1 Standard Laminates			
	.C	Harvest			
	.W	Wall Bracket			
36	M-DXLSLF230	DeXTR Support 2 drawer lateral: 24x30x29.5	1	\$ 2,355.00	\$2,355.00
	\$(L1STD)	Grd L1 Standard Laminates			
	.C	Harvest			
	\$(L1STD)	Grd L1 Standard Laminates			
	.C	Harvest			
	.MPR5	Champagne Metallic			
37	M-DXLT652424RBBF	DeXTR 24"Dx24"Wx65"H Personal Storage Tower rh	1	\$ 4,829.00	\$4,829.00
	\$(L1STD)	Grd L1 Standard Laminates			
	.C	Harvest			
	\$(L1STD)	Grd L1 Standard Laminates			
	.C	Harvest			
	.MPR5	Champagne Metallic			
38	M-HAREC3S2LTF	MXitUP 3 Stage 2 Leg Rectangle T Foot	1	\$ 2,347.00	\$2,347.00
	\$(P1)	P1 Paint Opts			

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Line #	Part Number	Part Description	Qty	List	Ext List
	.MPT3	CLR: Muslin			
	.X	Standard Glide			
	.MEM	Memory Preset			
39	M-MXHAW2472S	MXitUP HA REC Worksurface w Stiffener 24Dx72W	1	\$ 766.00	\$766.00
	\$(L1STD)	Grd L1 Standard Laminate			
	.C	Harvest			
	.C	Harvest			
	.G	Grommet			
Group Total List:					\$16,823.00
Ext. Volume:	270.50			Project Total List:	\$51,580.00
Ext. Weight:	2,957.20				

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MSP-20135 Marysville - 4th Floor HR Offices



Marysville Tower - 4th Fl Executive Support

Space Planning #: MSP-20051

Date: 12/21/2021

Notes:

Spin Alabaster (base panels) & Spin Heron (accent stacker) panel fabrics - Harvest laminate & edgeband - Muslin paint - Clear glass



Position to Win.

Pricing only valid for
November 2021 Price Book
K Beeler

Line #	Part Number	Part Description	Qty	List	Ext List
1	M-C1L	Univ Cantilevered Worksurf Bracket LH	5	\$ 89.00	\$445.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
2	M-C1R	Univ Cantilevered Worksurf Bracket RH	5	\$ 89.00	\$445.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
3	M-CTFB	Countertop Flat Bracket	2	\$ 48.00	\$96.00
4	M-CWB2	S1K Cantilever W/S Bracket Kit (2 pack)	10	\$ 43.00	\$430.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
5	M-CWB2	S1K Cantilever W/S Bracket Kit (2 pack)	3	\$ 43.00	\$129.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
6	M-DAB1	Worksurf Attaching Bracket (Each)	2	\$ 28.00	\$56.00
7	M-ED1	Duplex Outlet Circuit #1	9	\$ 71.00	\$639.00
	.EU	Muslin			

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MSP-20051 Marysville Tower - 4th Fl Executive Support



Page 1 of 11

Line #	Part Number	Part Description	Qty	List	Ext List
8	M-ED4	Duplex Outlet Circuit #4 - Isolated/Dedicated	9	\$ 71.00	\$639.00
	.EU	Muslin			
9	M-EH24	Standard Single Block Duplex Harness 24W	1	\$ 300.00	\$300.00
10	M-EH30	Standard Double Block Duplex Harness 30W	3	\$ 332.00	\$996.00
11	M-EH42	Standard Double Block Duplex Harness 42W	13	\$ 384.00	\$4,992.00
12	M-EP24	Pass-Thru Harness 24W	3	\$ 209.00	\$627.00
13	M-EP30	Pass-Thru Harness 30W	3	\$ 231.00	\$693.00
14	M-EP42	Pass-Thru Harness 42W	1	\$ 250.00	\$250.00
15	M-EPF2	Power In-Feed through Side Receptacle	4	\$ 442.00	\$1,768.00
16	M-HAMREC3S2LTF	MXitUP Max 3 Stage 2 Leg T Foot	8	\$ 2,712.00	\$21,696.00
	\$(P1)	P1 Paint Opts			
	.MPT3	CLR: Muslin			
	.X	Standard Glide			
	.MEM	Memory Preset			
17	M-ICPSP281524BBFM	28Hx15Wx24D Support Ped Plinth	9	\$ 1,160.00	\$10,440.00
	.BX	Mtl Front BBF Recessed Plinth			
	.R	Recessed			
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
	\$(P1)	P1 Paint Opts			
	.NA	Match Case			

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Line #	Part Number	Part Description	Qty	List	Ext List
	.X	Omit Lock			
18	M-ICPSP281524FFM	28Hx15Wx24D Support Ped Plinth Mtl Front FF	9	\$ 1,160.00	\$10,440.00
	.BX	Recessed Plinth			
	.R	Recessed			
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
	\$(P1)	P1 Paint Opts			
	.NA	Match Case			
	.X	Omit Lock			
19	M-LC	Lock Core Kit	1	\$ 52.00	\$52.00
	~	Undecided KEY NUMBER Option			
20	M-LC1S	Include Satin Removable Lock Core Kit	18	\$ 55.00	\$990.00
	~	Undecided KEY NUMBER Option			
21	M-LF236-R	Ridgeline Lateral- 2-Dwr 36W R-Pull	1	\$ 2,231.00	\$2,231.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
22	M-MDSL29	Universal Shared C-Leg	1	\$ 421.00	\$421.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
23	M-MXHAW3084S	MXitUP HA REC Worksurface w Stiffener 30Dx84W	8	\$ 884.00	\$7,072.00
	\$(L1STD)	Grd L1 Standard Laminate			
	.C	Harvest			
	.C	Harvest			

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MSP-20051 Marysville Tower - 4th Fl Executive Support



Line #	Part Number	Part Description	Qty	List	Ext List
	.G	Grommet			
24	M-P51500-42	42.5" Base Panel Countertop Support	7	\$ 70.00	\$490.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
25	M-PFC42PLN	42.5H "L" Connector Post	6	\$ 178.00	\$1,068.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
26	M-PFC50PTN	50H "T" Connector Post	2	\$ 185.00	\$370.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
27	M-PFC65PLN	65H "L" Connector Post	7	\$ 222.00	\$1,554.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
28	M-PFC65PTN	65H "T" Connector Post	2	\$ 215.00	\$430.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
29	M-PFC65PXN	65H "X" Connector Post	1	\$ 208.00	\$208.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
30	M-PFCS1	Single Connector Strap	8	\$ 17.00	\$136.00
31	M-PFCSL	"L" Connector Strap	7	\$ 28.00	\$196.00

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MSP-20051 Marysville Tower - 4th Fl Executive Support

Page 4 of 11

Line #	Part Number	Part Description	Qty	List	Ext List
32	M-PFCSS	Extended Straight Connector Strap "S"	3	\$ 34.00	\$102.00
33	M-PFXC-07HL	Prefix Variable Height Connector Kit 7.5H	4	\$ 107.00	\$428.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
34	M-PFXC-07HLS	Prefix In-Line Variable Height Finishing Kit 7.5H	4	\$ 107.00	\$428.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
35	M-PFXC-15HL	Prefix Variable Height Connector Kit 15H	4	\$ 113.00	\$452.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
36	M-PFXC-15HLS	Prefix In-Line Variable Height Finishing Kit 15H	2	\$ 113.00	\$226.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
37	M-PFXC-22HL	Prefix Variable Height Connector Kit 22.5H	6	\$ 131.00	\$786.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
38	M-PFXC-42E	Prefix Panel End Covers 42.5H	13	\$ 113.00	\$1,469.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
39	M-PFXC-42W	Wall Starter Kit for Panels 42.5H	1	\$ 248.00	\$248.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			

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MSP-20051 Marysville Tower - 4th Fl Executive Support



Line #	Part Number	Part Description	Qty	List	Ext List
40	M-PFXC-S	Prefix Straight Connector Kit	23	\$ 17.00	\$391.00
41	M-PFXM-4224FP	Prefix Tackable Panel 42.5H x 24W No TC	13	\$ 730.00	\$9,490.00
	\$(B)	Grd B Fab			
	.SPIN	Fabr: Spin			
	02	Alabaster			
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
42	M-PFXM-4230FP	Prefix Tackable Panel 42.5H x 30W No TC	13	\$ 740.00	\$9,620.00
	\$(B)	Grd B Fab			
	.SPIN	Fabr: Spin			
	02	Alabaster			
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
43	M-PFXM-4242FP	Prefix Tackable Panel 42.5H x 42W No TC	7	\$ 776.00	\$5,432.00
	\$(B)	Grd B Fab			
	.SPIN	Fabr: Spin			
	02	Alabaster			
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
44	M-PFXM-5024FP	Prefix Tackable Panel 50H x 24W No TC	4	\$ 784.00	\$3,136.00
	\$(B)	Grd B Fab			
	.SPIN	Fabr: Spin			
	02	Alabaster			
	\$(P1)	P1 Paint Opts			

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Line #	Part Number	Part Description	Qty	List	Ext List
	.MPT3	Muslin			
45	M-PFXM-5030FP	Prefix Tackable Panel 50H x 30W No TC	12	\$ 817.00	\$9,804.00
	\$(B)	Grd B Fab			
	.SPIN	Fabr: Spin			
	02	Alabaster			
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
46	M-PFXM-5042FP	Prefix Tackable Panel 50H x 42W No TC	6	\$ 922.00	\$5,532.00
	\$(B)	Grd B Fab			
	.SPIN	Fabr: Spin			
	02	Alabaster			
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
47	M-PFXM-6542FP	Prefix Tackable Panel 65H x 42W No TC	2	\$ 956.00	\$1,912.00
	\$(B)	Grd B Fab			
	.SPIN	Fabr: Spin			
	02	Alabaster			
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
48	M-PFXS-1524F	Prefix Fabric Stacker 15H x 24W	4	\$ 565.00	\$2,260.00
	\$(B)	Grd B Fab			
	.SPIN	Fabr: Spin			
	13	Heron			

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MSP-20051 Marysville Tower - 4th Fl Executive Support



Line #	Part Number	Part Description	Qty	List	Ext List
49	M-PFXS-1530F	Prefix Fabric Stacker 15H x 30W	8	\$ 609.00	\$4,872.00
	\$(B)	Grd B Fab			
	.SPIN	Fabr: Spin			
	13	Heron			
50	M-PFXS-1542F	Prefix Fabric Stacker 15H x 42W	2	\$ 706.00	\$1,412.00
	\$(B)	Grd B Fab			
	.SPIN	Fabr: Spin			
	13	Heron			
51	M-PFXS-1542G	Prefix Glass Stacker 15H x 42W	2	\$ 899.00	\$1,798.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
	.C	Clear			
52	M-PFXTC24	Prefix Panel Top Cap 24"W	17	\$ 57.00	\$969.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
53	M-PFXTC30	Prefix Panel Top Cap 30"W	25	\$ 71.00	\$1,775.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
54	M-PFXTC42	Prefix Panel Top Cap 42"W	15	\$ 108.00	\$1,620.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
55	M-PPGST	Prepare Support Gusset for large tops-Pair	2	\$ 289.00	\$578.00
	\$(P1)	P1 Paint Opts			

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Line #	Part Number	Part Description	Qty	List	Ext List
	.MPT3	Muslin			
56	M-PPLF3072RT	Prepare 30" X 72" Racetrack Laminate-Flat Edge	2	\$ 1,035.00	\$2,070.00
	.X	Non-FSC Wood			
	\$(L1STD)	Grd L1 Standard Laminates			
	.C	Harvest			
	.C	Harvest			
	.CO	No Cutouts			
57	M-PPTMSG	Prepare T Base Medium Pair Seated Height w/Glides	2	\$ 1,038.00	\$2,076.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			
58	M-PXCCT154242E	Corner Countertop 42Wx15D	1	\$ 1,251.00	\$1,251.00
	\$(L1STD)	L1 Standard Lam Opts			
	.C	Harvest			
	.C	Harvest			
59	M-PXCT1524E	Straight Countertop 24Wx15D	1	\$ 493.00	\$493.00
	\$(L1STD)	L1 Standard Lam Opts			
	.C	Harvest			
	.C	Harvest			
60	M-PXCT1572E	Straight Countertop 72Wx15D	1	\$ 685.00	\$685.00
	\$(L1STD)	L1 Standard Lam Opts			
	.C	Harvest			
	.C	Harvest			
61	M-PXHR30	Prefix Half Round Ext 30	1	\$ 830.00	\$830.00

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MSP-20051 Marysville Tower - 4th Fl Executive Support



Line #	Part Number	Part Description	Qty	List	Ext List
	\$(L1STD)	L1 Standard Lam Opts			
	.C	Harvest			
	.C	Harvest			
62	M-URP3066	Univ Radius End Pen 30 x 66	1	\$ 988.00	\$988.00
	\$(L1STD)	L1 Standard Lam Opts			
	.C	Harvest			
	.C	Harvest			
63	M-URW2454	Univ Rec WS 24 x 54	8	\$ 552.00	\$4,416.00
	\$(L1STD)	L1 Standard Lam Opts			
	.C	Harvest			
	.C	Harvest			
64	M-URW2496	Univ Rec WS 24 x 96	1	\$ 874.00	\$874.00
	\$(L1STD)	L1 Standard Lam Opts			
	.C	Harvest			
	.C	Harvest			
65	M-URW3084	Univ Rec WS 30 x 84	1	\$ 840.00	\$840.00
	\$(L1STD)	L1 Standard Lam Opts			
	.C	Harvest			
	.C	Harvest			
66	M-USC	Univ Worksurface Support Column	2	\$ 301.00	\$602.00
	\$(P1)	P1 Paint Opts			
	.MPT3	Muslin			

Group Total List: \$150,164.00

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Line #	Part Number	Part Description	Qty	List	Ext List
Ext. Volume:	548.92			Project Total List:	\$150,164.00
Ext. Weight:	5,963.12				

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MSP-20051 Marysville Tower - 4th Fl Executive Support



Page 11 of 11

Index #10

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: January 24, 2022

AGENDA ITEM:	
Authorization the Mayor to sign the 2021-22 Emergency Management Performance Grant (EMPG) Agreement	
PREPARED BY:	DIRECTOR APPROVAL:
Sarah Lavelle	
DEPARTMENT:	
Human Resources	
ATTACHMENTS:	
21-22 City of Marysville EMPG Agreement	
BUDGET CODE:	AMOUNT:
NA	NA
SUMMARY: The City has been awarded the EMPG to assist with our emergency management programs and preparation. This grant comes from FEMA and is administered through the Washington State Military Department. The total grant amount is \$37,660.	

RECOMMENDED MOTION: I move to authorize the Mayor to sign and execute the 2021-22 Emergency Management Performance Grant.

**Washington State Military Department
EMERGENCY MANAGEMENT PERFORMANCE GRANT AGREEMENT FACE SHEET**

1. Subrecipient Name and Address: Marysville, City of 1049 State Avenue Marysville, WA 98270-4234		2. Grant Agreement Amount: \$37,660		3. Grant Agreement Number: E22-198			
4. Subrecipient Contact, phone/email: Jason Smith, 360-363-8721 jsmith@marysvillewa.gov		5. Grant Agreement Start Date: June 1, 2021		6. Grant Agreement End Date: September 30, 2022			
7. Department Contact, phone/email: Tirzah Kincheloe, 253-512-7456 tirzah.kincheloe@mil.wa.gov		8. Data Universal Numbering System (DUNS): 076658673		9. UBI # (state revenue): 314-000-001			
10. Funding Authority: Washington State Military Department (the "DEPARTMENT") and the U.S. Department of Homeland Security (DHS)							
11. Federal Award ID # (FAIN): EMS-2021-EP-00007-S01		12. Federal Award Date: 08/30/2021		13. Assistance Listings # (formerly CFDA) & Title: 97.042 (21EMPG)			
14. Total Federal Amount: \$7,582,922		15. Program Index # & OBJ/SUB-OBJ: 713PT NZ		16. EIN: 91-6001459			
17. Service Districts: (BY LEGISLATIVE DISTRICT): 38, 39, 44 (BY CONGRESSIONAL DISTRICT): 2		18. Service Area by County(ies): Snohomish		19. Women/Minority-Owned, State Certified: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____			
20. Agreement Classification: <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Research/Development <input type="checkbox"/> A/E <input type="checkbox"/> Other _____			21. Contract Type (check all that apply): <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency				
22. Subrecipient Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO			23. Subrecipient Type (check all that apply): <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> Non-Profit <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> OTHER				
24. PURPOSE & DESCRIPTION: The purpose of the Fiscal Year (FY) 2021 Emergency Management Performance Grant (21EMPG) program is to provide U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) Federal award funds to states to assist state, local, territorial, and tribal governments in preparing for all hazards through sustainment and enhancement of those programs as described in the Work Plan. The Department is the Recipient and Pass-through Entity of the 21EMPG DHS Award Letter for Grant No. EMS-2021-EP-00007-S01, which is incorporated in and attached hereto as Attachment C and has made a subaward of Federal award funds to the Subrecipient pursuant to this Agreement. The Subrecipient is accountable to the Department for use of Federal award funds provided under this Agreement and the associated matching funds.							
IN WITNESS WHEREOF, the Department and Subrecipient acknowledge and accept the terms of this Agreement, including all referenced Attachments which are hereby incorporated in and made a part hereof, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Attachment A); General Terms and Conditions (Attachment B); 21EMPG Award Letter EMS-2021-EP-00007-S01 (Attachment C); Work Plan (Attachment D); Timeline (Attachment E); Budget (Attachment F); and all other documents expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.							
In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: <table style="width:100%; border:none;"> <tr> <td style="width:50%; vertical-align: top;"> 1. Applicable Federal and State Statutes and Regulations 2. DHS/FEMA Award and program documents 3. Work Plan, Timeline, and Budget </td> <td style="width:50%; vertical-align: top;"> 4. Special Terms and Conditions 5. General Terms and Conditions, and, 6. Other provisions of the Agreement incorporated by reference </td> </tr> </table>						1. Applicable Federal and State Statutes and Regulations 2. DHS/FEMA Award and program documents 3. Work Plan, Timeline, and Budget	4. Special Terms and Conditions 5. General Terms and Conditions, and, 6. Other provisions of the Agreement incorporated by reference
1. Applicable Federal and State Statutes and Regulations 2. DHS/FEMA Award and program documents 3. Work Plan, Timeline, and Budget	4. Special Terms and Conditions 5. General Terms and Conditions, and, 6. Other provisions of the Agreement incorporated by reference						
WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below.							
FOR THE DEPARTMENT:			FOR THE SUBRECIPIENT:				
_____ Signature Regan Anne Hesse, Chief Financial Officer Washington State Military Department			_____ Signature Jon Nehring, Mayor City of Marysville				
_____ Date			_____ Date				
BOILERPLATE APPROVED AS TO FORM: Dawn C. Cortez [August 10, 2021] Assistant Attorney General			APPROVED AS TO FORM (if applicable): _____ Subrecipient's Legal Review Date				

SPECIAL TERMS AND CONDITIONS

ARTICLE I. KEY PERSONNEL

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

SUBRECIPIENT		DEPARTMENT	
Name	Jason Smith	Name	Tirzah Kincheloe
Title	Director of Human Resources/ Interim Emergency Manager	Title	Program Manager
Email	jsmith@marysvillewa.gov	Email	tirzah.kincheloe@mil.wa.gov
Phone	360-363-8721	Phone	253-512-7456
Name	Kassidy Aldrich	Name	Courtney Bemus
Title	EM Specialist – AmeriCorps Volunteer	Title	Program Assistant
Email	kaldrich@marysvillewa.gov	Email	courtney.bemus@mil.wa.gov
Phone	360-363-8718	Phone	253-316-6438

ARTICLE II. ADMINISTRATIVE AND/OR FINANCIAL REQUIREMENTS

The Subrecipient shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 21EMPG Program, including, but not limited to, all criteria, restrictions, and requirements of *The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year (FY) 2021 Emergency Management Performance Grant (EMPG) document*, the *FEMA Preparedness Grants Manual* document (the Manual), the *DHS Award Letter for Grant No. EMS-2021-EP-00007-S01*, and the federal regulations commonly applicable to DHS/FEMA grants, all of which are incorporated herein by reference. The *DHS Award Letter* is incorporated in this Agreement as Attachment C.

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

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

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

1. SUBAWARDS & CONTRACTS BY SUBRECIPIENT

- a. The Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 21EMPG funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.331.
- b. If the Subrecipient becomes a pass-through entity by making a subaward to a non-federal entity as its subrecipient:
 - i. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of 21EMPG funds, including, but not limited to, those contained in 2 CFR 200.
 - ii. The Subrecipient shall require its subrecipient(s) to comply with all applicable state and federal laws, rules, regulations, requirements, and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 21EMPG Program, including, but not limited to, all criteria, restrictions, and requirements of *The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year (FY) 2021 Emergency Management Performance Grant (EMPG) document*, the Manual, the *DHS Award Letter for Grant No. EMS-2021-EP-00007-S01* in

Attachment C, and the federal regulations commonly applicable to DHS/FEMA grants.

- iii. The Subrecipient shall be responsible to the Department for ensuring that all 21EMPG federal award funds provided to its subrecipients, and associated matching funds, are used in accordance with applicable federal and state statutes and regulations, and the terms and conditions of the federal award set forth in Attachment C of this Agreement.

2. BUDGET, REIMBURSEMENT, AND TIMELINE

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

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

regulations, requirements, and the terms and conditions of the Agreement and may increase required monitoring activities. Any request for a waiver or extension of a due date in the Timeline will be treated as a request for Amendment of the Agreement. This request must be submitted to the Department Key Personnel sufficiently in advance of the due date to provide adequate time for Department review and consideration and may be granted or denied within the Department's sole discretion.

- h. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the Department within forty-five (45) days after the Grant Agreement End Date, except as otherwise authorized by either (1) written amendment of this Agreement or (2) written notification from the Department to the Subrecipient to provide additional time for completion of the Subrecipient's project(s).
- i. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the Subrecipient, its contractor, or any non-federal entity to which the Subrecipient makes a subaward and is invoiced by the vendor.
- j. Failure to submit timely, accurate, and complete reports and reimbursement requests as required by this Agreement (including, but not limited to, those reports in the Timeline) will prohibit the Subrecipient from being reimbursed until such reports and reimbursement requests are submitted and the Department has had reasonable time to conduct its review.
- k. Final reimbursement requests will not be approved for payment until the Subrecipient is current with all reporting requirements contained in this Agreement.
- l. A written amendment will be required if the Subrecipient expects cumulative transfers to approved, direct budget categories, as identified in the Budget (Attachment F), to exceed ten percent (10%) of the Grant Agreement Amount. Any changes to budget category totals not in compliance with this paragraph will not be reimbursed without approval from the Department.
- m. Subrecipients shall only use federal award funds under this Agreement to supplement existing funds and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The Subrecipient may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

3. REPORTING

- a. With each reimbursement request, the Subrecipient shall report how the expenditures, for which reimbursement is sought, relate to the Work Plan (Attachment D) activities in the format provided by the Department.
- b. With the final reimbursement request, the Subrecipient shall submit to the Department Key Personnel a final report describing all completed activities under this Agreement.
- c. In conjunction with the final report, the Subrecipient shall submit a separate report detailing how the EMPG Training requirements were met for all personnel funded by federal or matching funds under this Agreement.
- d. The Subrecipient shall comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to the Department an Audit Certification/FFATA Form. This form is required to be completed once per calendar year, per Subrecipient, and not per agreement. The Department's Contracts Office will request the Subrecipient submit an updated form at the beginning of each calendar year in which the Subrecipient has an active agreement.
- e. The Subrecipient shall participate in the State's annual Stakeholder Preparedness Review (SPR), Threat and Hazard Identification and Risk Assessment (THIRA), core capabilities assessments, and data calls. Non-participation may result in withholding of funding under future grant years.

4. EQUIPMENT AND SUPPLY MANAGEMENT

- a. The Subrecipient and any non-federal entity to which the Subrecipient makes a subaward shall comply with 2 CFR 200.317 through 200.327, and all Washington State procurement statutes, when procuring any equipment or supplies under this Agreement, 2 CFR 200.313 for management of equipment, and 2 CFR 200.314 for management of supplies, to include, but not limited to:
- i. Upon successful completion of the terms of this Agreement, all equipment and supplies purchased through this Agreement will be owned by the Subrecipient, or a recognized non-federal entity to which the Subrecipient has made a subaward, for which a contract, Subrecipient grant agreement, or other means of legal transfer of ownership is in place.
 - ii. All equipment, and supplies as applicable, purchased under this Agreement will be recorded and maintained in the Subrecipient's inventory system.
 - iii. Inventory system records shall include:
 - A. Description of the property
 - B. Manufacturer's serial number, or other identification number
 - C. Funding source for the property, including the Federal Award Identification Number (FAIN)
 - D. Assistance Listings Number (formerly CFDA Number)
 - E. Who holds the title
 - F. Acquisition date
 - G. Cost of the property and the percentage of federal participation in the cost
 - H. Location, use, and condition of the property at the date the information was reported
 - I. Disposition data including the date of disposal and sale price of the property.
 - iv. The Subrecipient shall take a physical inventory of the equipment, and supplies as applicable, and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Subrecipient to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
 - v. The Subrecipient shall be responsible for any and all operational and maintenance expenses and for the safe operation of their equipment and supplies including all questions of liability. The Subrecipient shall develop appropriate maintenance schedules and procedures to ensure the equipment, and supplies as applicable, are well maintained and kept in good operating condition.
 - vi. The Subrecipient shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated, and a report generated and sent to the Department's Key Personnel.
 - vii. The Subrecipient must obtain and maintain all necessary certifications and licenses for the equipment.
 - viii. If the Subrecipient is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return. For disposition, if upon termination or at the Grant Agreement End Date, when original or replacement supplies or equipment acquired under a federal award are no longer needed for the original project or program or for other

activities currently or previously supported by a federal awarding agency, the Subrecipient must comply with the following procedures:

- A. For Supplies: If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other federal award, the Subrecipient must retain the supplies for use on other activities or sell them, but must, in either case, compensate the federal government for its share. The amount of compensation must be computed in the same manner as for equipment.
- B. For Equipment:
 - 1) Items with a current per-unit fair-market value of \$5,000 or less may be retained, sold, transferred, or otherwise disposed of with no further obligation to the federal awarding agency.
 - 2) Items with a current per-unit fair-market value in excess of \$5,000 may be retained or sold. The Subrecipient shall compensate the federal awarding agency in accordance with the requirements of 2 CFR 200.313 (e) (2).
- ix. Records for equipment shall be retained by the Subrecipient for a period of six years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six-year period, the records shall be retained by the Subrecipient until all litigation, claims, or audit findings involving the records have been resolved.
- b. The Subrecipient shall comply with the Department's Purchase Review Process, which is incorporated by reference and made part of this Agreement. No reimbursement will be provided unless the appropriate approval has been received.
- c. Allowable categories for the EMPG Program are listed on the Authorized Equipment List (AEL) located on the FEMA website at <https://www.fema.gov/grants/guidance-tools/authorized-equipment-list>. It is important that the Subrecipient and any non-federal entity to which the Subrecipient makes a subaward regard the AEL as an authorized purchasing list identifying items allowed under the specific grant program and includes items that may not be categorized as equipment according to the federal, state, local, and tribal definitions of equipment. The Subrecipient is solely responsible for ensuring and documenting purchased items under this Agreement are authorized as allowed items by the AEL at time of purchase.

If the item is not identified on the AEL as allowable under EMPG, the Subrecipient must contact the Department Key Personnel for assistance in seeking FEMA approval prior to acquisition.
- d. Unless expressly provided otherwise, all equipment must meet all mandatory regulatory and/or DHS/FEMA adopted standards to be eligible for purchase using federal award funds.
- e. If funding is allocated to emergency communications, the Subrecipient must ensure that all projects comply with SAFECOM Guidance on Emergency Communications Grants ensuring the investments are compatible, interoperable, resilient, and support national goals and objectives for improving emergency communications.
- f. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:
 - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

- ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
- iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

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

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

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

5. ENVIRONMENTAL AND HISTORICAL PRESERVATION

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

- d. The Subrecipient agrees that to receive any federal preparedness funding, all EHP compliance requirements outlined in applicable guidance must be met. The EHP review process **must be completed and FEMA approval received by the Subrecipient before** any work is started for which reimbursement will be later requested. Expenditures for projects started before completion of the EHP review process and receipt of approval by the Subrecipient will not be reimbursed.

6. PROCUREMENT

- a. The Subrecipient shall comply with all procurement requirements of 2 CFR Part 200.317 through 200.327 and as specified in the General Terms and Conditions (Attachment B, A.10).
- b. For all sole source contracts expected to exceed \$250,000, the Subrecipient must submit to the Department for pre-procurement review and approval the procurement documents, such as requests for proposals, invitations for bids and independent cost estimates. This requirement must be passed on to any non-federal entity to which the Subrecipient makes a subaward, at which point the Subrecipient will be responsible for reviewing and approving sole source justifications of any non-federal entity to which the Subrecipient makes a subaward.

7. SUBRECIPIENT MONITORING

- a. The Department will monitor the activities of the Subrecipient from award to closeout. The goal of the Department's monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.
- b. To document compliance with 2 CFR Part 200 Subpart F requirements, the Subrecipient shall complete and return to the Department an Audit Certification/FFATA form. This form is required to be completed once per calendar year, per Subrecipient, and not per agreement. The Department's Contracts Office will request the Subrecipient submit an updated form at the beginning of each calendar year in which the Subrecipient has an active agreement.
- c. Monitoring activities may include, but are not limited to:
 - i. Review of financial and performance reports
 - ii. Monitoring and documenting the completion of Agreement deliverables
 - iii. Documentation of phone calls, meetings (e.g. agendas, sign-in sheets, meeting minutes), e-mails and correspondence
 - iv. Review of reimbursement requests and supporting documentation to ensure allowability and consistency with Agreement work plan, budget, and federal requirements
 - v. Observation and documentation of Agreement related activities, such as exercises, training, events, and equipment demonstrations
 - vi. On-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.
- d. The Subrecipient is required to meet or exceed the monitoring activities, as outlined above, for any non-federal entity to which the Subrecipient makes a subaward as a pass-through entity under this Agreement.
- e. Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a Corrective Action Plan.

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

- a. The Subrecipient must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that

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

9. NIMS COMPLIANCE

- a. The National Incident Management System (NIMS) identifies concepts and principles that answer how to manage emergencies from preparedness to recovery regardless of their cause, size, location, or complexity. NIMS provides a consistent, nationwide approach and vocabulary for multiple agencies or jurisdictions to work together to build, sustain, and deliver the core capabilities needed to achieve a secure and resilient nation.
- b. Consistent implementation of NIMS provides a solid foundation across jurisdictions and disciplines to ensure effective and integrated preparedness, planning, and response. NIMS empowers the components of the National Preparedness System, a requirement of Presidential Policy Directive 8, to guide activities within the public and private sector and describes the planning, organizational activities, equipping, training, and exercising needed to build and sustain the core capabilities in support of the National Preparedness Goal.
- c. In order to receive FY 2021 federal preparedness funding, to include EMPG, the Subrecipient will ensure all NIMS objectives have been initiated and/or are in progress toward completion. NIMS Implementation Objectives are located at https://www.fema.gov/sites/default/files/2020-07/fema_nims_implementation-objectives-20180530.pdf.

B. EMPG PROGRAM SPECIFIC REQUIREMENTS

The Department receives EMPG funding from DHS/FEMA, to assist state, local, and tribal governments to enhance and sustain all-hazards emergency management capabilities as authorized by Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 U.S.C. §§ 5121 et seq.) and Section 662 of the Post Katrina Emergency Management Act (6 U.S.C. § 762).

A portion of the 21EMPG is passed through to local jurisdictions and tribes with emergency management programs to supplement their local/tribal operating budgets to help sustain and enhance emergency management capabilities pursuant to Washington Administrative Code (WAC) 118-09.

- a. The Subrecipient shall use the EMPG funds authorized under this Agreement only to perform tasks as described in the Work Plan of the Subrecipient's application for funding, as approved by the Department and incorporated into this Agreement.
- b. Funding may not be used to replace or supplant existing local or tribal government funding of emergency management programs.
- c. The Subrecipient shall provide a fifty percent cash match of non-federal origin. The Federal share applied toward the EMPG budget shall not exceed fifty percent of the total budget as submitted and approved in the application and documented in the Budget (Attachment F). To meet matching requirements, the Subrecipient's cash matching contributions must be verifiable, reasonable,

allowable, allocable, and necessary under the grant program and must comply with all Federal requirements and regulations, including, but not limited to, 2 CFR Part 200. An appropriate mechanism must be in place to capture, track, and document matching funds. In the final report, the Subrecipient shall identify how the match was met and documented.

- d. Subrecipients shall participate in the State's annual Integrated Preparedness Planning Workshop (IPPW). Non-participation may result in withholding of funding under future grant years.
- e. If funding is allocated to non-DHS FEMA training, the Subrecipient must request prior approval from the Department Key Personnel before attending the training. The Department will coordinate approval with the State Training Point of Contact. If funding is allocated to non-DHS FEMA training, the Subrecipient must request prior approval from the Department Key Personnel prior to attending training. The Department will coordinate approval with the State Training Point of Contact. Pursuant to DHS/FEMA Grant Programs Directorate Information Bulletin No. 432, Review and Approval Requirements for Training Courses Funded Through Preparedness Grants, https://www.fema.gov/sites/default/files/2020-04/Training_Course_Review_and_Approval_IB_Final_7_19_18.pdf, the training must fall within the FEMA mission scope and be included in the Subrecipient's Emergency Operations Plan. This requirement only applies to training courses and does not include attendance at conferences. Furthermore, additional federal approvals are required for courses that relate to Countering Violent Extremism prior to attendance.
- f. All personnel funded in any part through federal award or matching funds under this Agreement shall complete and record proof of completion of:
 - i. NIMS training requirements outlined in the NIMS Training Program located at https://www.fema.gov/pdf/emergency/nims/nims_training_program.pdf (to include ICS-100, ICS-200, IS-700, and IS-800 for most personnel) and
 - ii. Either (1) the FEMA Professional Development Series IS-120, IS-230, IS-235, IS-240, IS-241, IS-242, and IS-244, or (2) the National Emergency Management Basic Academy.

The Subrecipient will report training course completion by individual personnel along with the final report.

C. DHS TERMS AND CONDITIONS

As a Subrecipient of 21EMPG funding, the Subrecipient shall comply with all applicable DHS terms and conditions of the 21EMPG Award Letter and its incorporated documents for DHS Grant No. EMS-2021-EP-00007-S01, which are incorporated and made a part of this Agreement as Attachment C.

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

A.1 DEFINITIONS

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

- a. **“Agreement”** means this Grant Agreement.
- b. **“Department”** means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department. The Department is a recipient of a federal award directly from a federal awarding agency and is the pass-through entity making a subaward to a Subrecipient under this Agreement.
- c. **“Investment”** means the grant application submitted by the Subrecipient describing the project(s) for which federal funding is sought and provided under this this Agreement. Such grant application is hereby incorporated into this Agreement by reference.
- d. **“Monitoring Activities”** means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities, and policies.
- e. **“Stakeholders Preparedness Report (SPR)”** The SPR is an annual three-step self-assessment of a community’s capability levels based on the capability targets identified in the THIRA.
- f. **“Subrecipient”** when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the Department. However, the definition of “Subrecipient” is the same as in 2 CFR 200.1 for all other purposes.
- g. **“Threat and Hazard Identification and Risk Assessment (THIRA)”** The THIRA is a three-step risk assessment. The THIRA helps communities understand their risks and determine the level of capability they need in order to address those risks. The outputs from this process lay the foundation for determining a community’s capability gaps during the SPR process.

A.2 ADVANCE PAYMENTS PROHIBITED

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

A.3 AMENDMENTS AND MODIFICATIONS

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

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

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

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

A.5 ASSURANCES

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

A.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

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

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

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

A.7 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

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

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

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

State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

In the event of noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy by the Subrecipient, its contractors or subrecipients, the Department may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion. The Subrecipient is responsible for all costs or liability arising from its failure, and that of its contractors and subrecipients, to comply with applicable laws, regulations, executive orders, OMB Circulars or policies.

A.9 CONFLICT OF INTEREST

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

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

A.10 CONTRACTING & PROCUREMENT

a. The Subrecipient shall use a competitive procurement process in the procurement and award of any contracts with contractors or subcontractors that are entered into under the original agreement award. The procurement process followed shall be in accordance with 2 CFR Part 200.317 General procurement standards through 200.327 Contract provisions.

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

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

Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

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

247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- 11) Notice of federal awarding agency requirements and regulations pertaining to reporting.
 - 12) Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.
 - 13) Access by the Department, the Subrecipient, the federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
 - 14) Retention of all required records for six (6) years after the Subrecipient has made final payments and all other pending matters are closed.
 - 15) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
 - 16) Pursuant to Executive Order 13858 "*Strengthening Buy-American Preferences for Infrastructure Projects*," and as appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, as required in 2 CFR Part 200.322, in every contract, subcontract, purchase order, or sub-award that is chargeable against federal financial assistance awards.
 - 17) Per 2 C.F.R. § 200.216, prohibitions regarding certain telecommunications and video surveillance services or equipment is mandated by *section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018)*.
- b. The Department reserves the right to review the Subrecipient's procurement plans and documents and require the Subrecipient to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.317 through 200.327. The Subrecipient must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the Subrecipient and Department to make a determination on eligibility of project costs.
- c. All contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

A.11 DISCLOSURE

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

A.12 DISPUTES

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

A.13 LEGAL RELATIONS

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

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

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

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

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

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

A.14 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

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

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

A.15 LOSS OR REDUCTION OF FUNDING

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

A.16 NONASSIGNABILITY

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

A.17 NONDISCRIMINATION

The Subrecipient shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental, or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement.

A.18 NOTICES

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

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

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

A.20 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

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

A.21 POLITICAL ACTIVITY

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

A.22 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

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

A.23 PUBLICITY

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

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

A.24 RECAPTURE PROVISION

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

A.25 RECORDS

a. The Subrecipient agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the Subrecipient's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").

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

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

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

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

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

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

A.27 SEVERABILITY

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

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

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

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

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

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

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

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

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

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

A.29 SUBRECIPIENT NOT EMPLOYEE

The parties intend that an independent contractor relationship will be created by this Agreement. The Subrecipient, and/or employees or agents performing under this Agreement are not employees or agents of the Department in any manner whatsoever. The Subrecipient will not be presented as, nor claim to be, an officer or employee of the Department by reason of this Agreement, nor will the Subrecipient make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the Department or of the state of Washington by reason of this Agreement, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

It is understood that if the Subrecipient is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the state of Washington in their own right and not by reason of this Agreement.

A.30 TAXES, FEES AND LICENSES

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

A.31 TERMINATION FOR CONVENIENCE

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

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

A.32 TERMINATION OR SUSPENSION FOR LOSS OF FUNDING

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

A.33 TERMINATION OR SUSPENSION FOR CAUSE

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

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

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

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

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

A.34 TERMINATION PROCEDURES

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

If the termination is for convenience, the Department shall pay to the Subrecipient as an agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the Department prior to the effective date of Agreement termination, the amount agreed upon by the Subrecipient and the Department for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the Department, (iii) other work, services and/or equipment or supplies which are accepted by the Department, and (iv) the protection and preservation of property.

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

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

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

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

A.35 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

The Subrecipient is encouraged to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Agreement. The Subrecipient may set utilization standards, based upon local conditions or may use the state of Washington MWBE goals, as identified in WAC 326-30-041.

A.36 VENUE

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

A.37 WAIVERS

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

**21EMPG Award Letter
EMS-2021-EP-00007-S01**

Award Letter

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

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

Re: Grant No.EMS-2021-EP-00007

Dear Bret Daugherty:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2021 Emergency Management Performance Grants has been approved in the amount of \$7,582,922.00. As a condition of this award, you are required to contribute a cost match in the amount of \$7,582,922.00 of non-Federal funds, or 50 percent of the total approved project costs of \$15,165,844.00.

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

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2021 Emergency Management Performance Grants Notice of Funding Opportunity.
- FEMA Preparedness Grants Manual

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

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

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

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

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

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

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

PATRICK GERARD MARCHAM

Agreement Articles

Thu Oct 01 00:00:00 GMT 2020

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

AGREEMENT ARTICLES
Emergency Management Performance Grants

GRANTEE: Washington Military Department
PROGRAM: Emergency Management Performance Grants
AGREEMENT NUMBER: EMS-2021-EP-00007-S01

TABLE OF CONTENTS

Article I	Limited English Proficiency (Civil Rights Act of 1964, Title VI)
Article II	Universal Identifier and System of Award Management
Article III	Disposition of Equipment Acquired Under the Federal Award
Article IV	Americans with Disabilities Act of 1990
Article V	SAFECOM
Article VI	Prior Approval for Modification of Approved Budget
Article VII	Rehabilitation Act of 1973
Article VIII	National Environmental Policy Act
Article IX	Environmental Planning and Historic Preservation (EHP) Review
Article X	Acknowledgement of Federal Funding from DHS
Article XI	USA PATRIOT Act of 2001
Article XII	Age Discrimination Act of 1975
Article XIII	Civil Rights Act of 1964 - Title VI
Article XIV	Notice of Funding Opportunity Requirements
Article XV	Trafficking Victims Protection Act of 2000 (TVPA)
Article XVI	Non-Supplanting Requirement

Article XVII	Drug-Free Workplace Regulations
Article XVIII	Federal Leadership on Reducing Text Messaging while Driving
Article XIX	DHS Specific Acknowledgements and Assurances
Article XX	Best Practices for Collection and Use of Personally Identifiable Information
Article XXI	Civil Rights Act of 1968
Article XXII	Debarment and Suspension
Article XXIII	Activities Conducted Abroad
Article XXIV	Energy Policy and Conservation Act
Article XXV	Procurement of Recovered Materials
Article XXVI	Terrorist Financing
Article XXVII	Hotel and Motel Fire Safety Act of 1990
Article XXVIII	Duplication of Benefits
Article XXIX	Fly America Act of 1974
Article XXX	Reporting of Matters Related to Recipient Integrity and Performance
Article XXXI	Lobbying Prohibitions
Article XXXII	False Claims Act and Program Fraud Civil Remedies
Article XXXIII	Federal Debt Status
Article XXXIV	Nondiscrimination in Matters Pertaining to Faith-Based Organizations
Article XXXV	Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX
Article XXXVI	Copyright
Article XXXVII	Reporting Subawards and Executive Compensation
Article XXXVIII	Use of DHS Seal, Logo and Flags

Article XXXIX	Whistleblower Protection Act
Article XL	Assurances, Administrative Requirements, Cost Principles, Representations and Certifications
Article XLI	Acceptance of Post Award Changes
Article XLII	Patents and Intellectual Property Rights

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

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

Article II - Universal Identifier and System of Award Management

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

Article III - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article IV - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101- 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article V - SAFECOM

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

Article VI - Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. Section 200.308. FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. Section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article VII - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. section 794,) which provides that no otherwise qualified handicapped individuals in

the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article VIII - National Environmental Policy Act

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

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

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

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive order, regulations, and policies.

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

Article X - Acknowledgement of Federal Funding from DHS

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

Article XI - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act)*, Pub. L. No. 107-56, which amends 18 U.S.C. sections 175-175c.

Article XII - Age Discrimination Act of 1975

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article XIII - Civil Rights Act of 1964 - Title VI

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

Article XIV - Notice of Funding Opportunity Requirements

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

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

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

Article XVI - Non-Supplanting Requirement

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

Article XVII - Drug-Free Workplace Regulations

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

Article XVIII - Federal Leadership on Reducing Text Messaging while Driving

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

Article XIX - DHS Specific Acknowledgements and Assurances

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

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award or, for State Administrative Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

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

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

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance at http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and Privacy Template at https://www.dhs.gov/sites/default/files/publications/privacy_pia_template_2017.pdf as useful resources respectively.

Article XXI - Civil Rights Act of 1968

Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 *et seq.*), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XXII - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XXIII - Activities Conducted Abroad

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

Article XXIV - Energy Policy and Conservation Act

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

Article XXV - Procurement of Recovered Materials

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

Article XXVI - Terrorist Financing

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

Article XXVII - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. section 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, (codified as amended at 15 U.S.C. section 2225.)

Article XXVIII - Duplication of Benefits

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

Article XXIX - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, 49 U.S.C. section 40118, and

the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

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

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

Article XXXI - Lobbying Prohibitions

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

Article XXXII - False Claims Act and Program Fraud Civil Remedies

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

Article XXXIII - Federal Debt Status

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

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

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

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

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

Article XXXVI - Copyright

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

Article XXXVII - Reporting Subawards and Executive Compensation

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

Article XXXVIII - Use of DHS Seal, Logo and Flags

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

Article XXXIX - Whistleblower Protection Act

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

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

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

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

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

Article XLI - Acceptance of Post Award Changes

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

Article XLII - Patents and Intellectual Property Rights

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

BUDGET COST CATEGORIES

Personnel	\$4,066,819.00
Fringe Benefits	\$1,479,769.00
Travel	\$2,188.00
Equipment	\$0.00
Supplies	\$15,390.00
Contractual	\$9,247,406.00
Construction	\$0.00
Indirect Charges	\$354,272.00
Other	\$0.00

Obligating Document for Award/Amendment						
1a. AGREEMENT NO. EMS-2021-EP-00007-S01		2. AMENDMENT NO. ***		3. RECIPIENT NO. 916001095G	4. TYPE OF ACTION AWARD	5. CONTROL NO. FY2021R10EMPG
6. RECIPIENT NAME AND ADDRESS Washington Military Department Building 20 Camp Murray, WA, 98430 - 5122		7. ISSUING FEMA OFFICE AND ADDRESS FEMA-GPD 400 C Street, SW, 3rd floor Washington, DC 20472-3645 POC: 866-927-5646			8. PAYMENT OFFICE AND ADDRESS FEMA Finance Center 430 Market Street Winchester, VA 22603	
9. NAME OF RECIPIENT PROJECT OFFICER Tirzah Kincheloe		PHONE NO. 2535127456	10. NAME OF FEMA PROJECT COORDINATOR Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov			
11. EFFECTIVE DATE OF THIS ACTION 10/01/2020		12. METHOD OF PAYMENT PARS	13. ASSISTANCE ARRANGEMENT Cost Reimbursement		14. PERFORMANCE PERIOD From: 10/01/2020 To: 09/30/2023 Budget Period 10/01/2020 09/30/2023	
1 5. DESCRIPTION OF ACTION						
a. (Indicate funding data for awards or financial changes)						
PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX- XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON- FEDERAL COMMITMENT
Emergency Management Performance Grants	97.042	2021-FA-GA01-R107- -4120-D	\$0.00	\$7,582,922.00	\$7,582,922.00	See Totals
			\$0.00	\$7,582,922.00	\$7,582,922.00	\$7,582,922.00
b. To describe changes other than funding data or financial changes, attach schedule and check here. N/A						
16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) Emergency Management Performance Grants recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.						
16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.						
17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) Tirzah Kincheloe, Mrs					DATE Wed Sep 08 18:30:53 GMT 2021	
18. FEMA SIGNATORY OFFICIAL (Name and Title) THERESA MUSCAT BARA , Program Manager					DATE Mon Aug 30 15:36:26 GMT 2021	

WORK PLAN

FY 2021 Emergency Management Performance Grant

Emergency Management Organization: City of Marysville

The purpose of EMPG is to assist with the enhancement, sustainment and improvement of state, local, and tribal emergency management programs. Activities conducted using EMPG funding should relate directly to the five elements of emergency management: prevention, protection, response, recovery, and mitigation. Washington State does not require a specific number of activities to receive EMPG funding. However, there are required capabilities that must be sustained in order to remain eligible for EMPG funding, including but not limited to the ability to communicate and warn, educate the public, plan, train, exercise, and be NIMS compliant. The Work Plan delineates the Emergency Management Organization's emergency management program planning and priority focus for this grant cycle (to include EMPG grant and local funds).

Priority Area #1		4.7 Communications and Warning
Primary Core Capability		Public Information and Warning
Secondary Core Capability		Operational Communications
Build or Sustain		Sustaining/Maintaining
WORK PLANNED		IDENTIFIED GAP/NEED
1	Renew RAVE (Marysville Alerts) and SMS Public Opt-in.	Communication gaps throughout the city have been identified. The city is required to have different forms of communication for public messaging that meets the SB 5046 mandate and encompasses the whole community.
		ANTICIPATED PROJECT IMPACT
		Continue to increase and improve the city's ability to communicate both internally and externally (public outreach) in a disaster. More citizens will register, and the community will have real time information needed in an emergency.

Priority Area #2		4.11 Emergency Public Information and Education
Primary Core Capability		Community Resilience
Secondary Core Capability		Operational Communications
Build or Sustain		Sustaining/Maintaining
WORK PLANNED		IDENTIFIED GAP/NEED
1	Print and distribute various preparedness materials and supplies in different languages to the citizens and staff of Marysville.	While the city was able to conduct some outreach, COVID-19 limited opportunities. There is a need to get more materials out to the community, along with developing printed EM preparedness materials for city staff.
2	Host the Teen Emergency Preparedness (Cert) Day Camp (Camp HAVOC) in the City of Marysville for Marysville and Tulalip teens ages (14-17).	To educate teens to be more prepared for emergencies. To empower them and to help motivate parents and other community members to be more prepared when disasters strike.
		ANTICIPATED PROJECT IMPACT
		Up-to-date preparedness materials and supplies will be distributed at public events to increase emergency preparedness awareness and responsibility. EM preparedness materials will be available for staff to ensure better preparedness internally to serve citizens.
		More people will be prepared in the community. The teens that go through the camp will be inspired and help their parents understand the importance of being prepared. The community will in turn be more resilient after a disaster.

Priority Area #3		4.8 Facilities
Primary Core Capability		Operational Coordination
Secondary Core Capability		Operational Communications
Build or Sustain		Sustaining/Maintaining
WORK PLANNED	IDENTIFIED GAP/NEED	ANTICIPATED PROJECT IMPACT
1 Purchase an Emergency Preparedness Conex box.	The EM office needs to have boxes at different locations throughout the City to store emergency, outreach, and CPOD supplies. The purchase of Conex boxes would fill the identified gap.	The City's EM office will have a safe storage solution for equipment and supplies stored at different places throughout the City making EM more efficient during a disaster.
2 Purchase Laptop, phone and monitor for EOC radio room.	Currently the radio room does not have designated equipment, creating a gap in communications.	Having this designated equipment in the radio room will ensure that the EOC can be fully functional in the event of an activation.
3 Continue to purchase various supplies for the newly updated EOC, such as a copier/printer.	A recent EOC upgrade has been completed and supplies are needed to make it functional.	The EOC will be functional with adequate supplies in the event of an activation
4 Renew Salamander Volunteer Badging Software and purchase additional badge printing supplies.	Badging systems are needed to ensure security and confidentiality of response and recovery operations.	Ensures that only credentialed and trained volunteers have access to controlled areas.
5 Purchase radios and other supporting equipment for EOC Radio Installation Project	In order to make the EOC fully operational, the city needs to update the current radio system.	These upgrades will ensure that the City has operational communications during disasters.

TIMELINE

FY 2021 Emergency Management Performance Grant

DATE	TASK
June 1, 2021	Grant Agreement Start Date
April 30, 2022	Submit reimbursement request
July 31, 2022	Submit reimbursement request
September 30, 2022	Grant Agreement End Date
November 15, 2022	Submit final reimbursement request, final report, training requirement report, and/or other deliverables.

The Subrecipient must request **prior** written approval from Department Key Personnel to waive or extend a due date in the above Timeline.

For waived or extended reimbursements, all allowable costs should be submitted on the next scheduled reimbursement due date contained in the Timeline.

BUDGET

FY 2021 Emergency Management Performance Grant

21EMPG AWARD \$ 37,660.00

SOLUTION AREA	BUDGET CATEGORY	EMPG AMOUNT	MATCH AMOUNT
PLANNING	Personnel & Fringe Benefits	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Supplies	\$ -	\$ -
	Consultants/Contracts	\$ -	\$ -
	Other	\$ -	\$ -
	Subtotal	\$ -	\$ -
ORGANIZATION	Personnel & Fringe Benefits	\$ -	\$ 37,660
	Travel/Per Diem	\$ -	\$ -
	Supplies	\$ 9,455	\$ -
	Consultants/Contracts	\$ 23,205	\$ -
	Other	\$ -	\$ -
	Subtotal	\$ 32,660	\$ 37,660
EXERCISE	Personnel & Fringe Benefits	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Supplies	\$ -	\$ -
	Consultants/Contracts	\$ -	\$ -
	Other	\$ -	\$ -
	Subtotal	\$ -	\$ -
TRAINING	Personnel & Fringe Benefits	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Supplies	\$ -	\$ -
	Consultants/Contracts	\$ -	\$ -
	Other	\$ -	\$ -
	Subtotal	\$ -	\$ -
EQUIP	Equipment	\$ 5,000	\$ -
	Subtotal	\$ 5,000	\$ -
M&A	Personnel & Fringe Benefits	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Supplies	\$ -	\$ -
	Consultants/Contracts	\$ -	\$ -
	Other	\$ -	\$ -
	Subtotal	\$ -	\$ -
	Indirect	\$ -	\$ -
<i>Indirect Cost Rate on file</i>		<i>0.00%</i>	<i>for Time Period of: N/A</i>
TOTAL Grant Agreement AMOUNT:		\$ 37,660	\$ 37,660

The Subrecipient will provide a match of **\$37,660** of non-federal origin, 50% of the total project cost (local budget plus EMPG award).

Cumulative transfers to budget categories in excess of ten percent (10%) of the Grant Agreement Amount will not be reimbursed without prior written authorization from the Department.

Funding Source: U.S. Department of Homeland Security - PI# 713PT – EMPG

Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

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

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

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

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

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

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

Bidder or Contractor Signature: _____

Date: _____

Print Name and Title: _____

FEDERAL DEBARMENT, SUSPENSION INELIGIBILITY and VOLUNTARY EXCLUSION

(FREQUENTLY ASKED QUESTIONS)

What is “Debarment, Suspension, Ineligibility, and Voluntary Exclusion”?

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

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

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

Why am I required to sign this certification?

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

What is Executive Order 12549?

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

What is the purpose of this certification?

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

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

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

What or who is a “lower tier participant”?

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

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

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

Sample Debarment, Suspension, Ineligibility, Voluntary Exclusion Contract Provision

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

SIGNATURE AUTHORIZATION FORM

WASHINGTON STATE MILITARY DEPARTMENT
Camp Murray, Washington 98430-5122

Please read instructions on reverse side before completing this form.

NAME OF ORGANIZATION	DATE SUBMITTED
PROJECT DESCRIPTION	CONTRACT NUMBER

1. AUTHORIZING AUTHORITY		
SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE

2. AUTHORIZED TO SIGN CONTRACTS/CONTRACT AMENDMENTS		
SIGNATURE	PRINT OR TYPE NAME	TITLE

3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT		
SIGNATURE	PRINT OR TYPE NAME	TITLE

INSTRUCTIONS FOR SIGNATURE AUTHORIZATION FORM

This form identifies the persons who have the authority to sign contracts, amendments, and requests for reimbursement. It is required for the management of your contract with the Military Department (MD). Please complete all sections. One copy with original signatures is to be sent to MD with the signed contract, and the other should be kept with your copy of the contract.

When a request for reimbursement is received, the signature is checked to verify that it matches the signature on file. **The payment can be delayed if the request is presented without the proper signature.** It is important that the signatures in MD's files are current. Changes in staffing or responsibilities will require a new signature authorization form.

1. **Authorizing Authority.** Generally, the person(s) signing in this box heads the governing body of the organization, such as the board chair or mayor. In some cases, the chief executive officer may have been delegated this authority.
2. **Authorized to Sign Contracts/Contract Amendments.** The person(s) with this authority should sign in this space. Usually, it is the county commissioner, mayor, executive director, city clerk, etc.
3. **Authorized to Sign Requests for Reimbursement.** Often the executive director, city clerk, treasurer, or administrative assistant have this authority. It is advisable to have more than one person authorized to sign reimbursement requests. **This will help prevent delays in processing a request if one person is temporarily unavailable.**

If you have any questions regarding this form or to request new forms, please call your MD Program Manager.

Index #11

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: January 24, 2022

AGENDA ITEM:	
Authorization the Mayor to sign the 2021-22 Emergency Management Performance Grant – American Rescue Plan Act (EMPG-ARPA) Agreement	
PREPARED BY:	DIRECTOR APPROVAL:
Sarah LaVelle	
DEPARTMENT:	
Executive	
ATTACHMENTS:	
21-22 City of Marysville EMPG-ARPA Agreement	
BUDGET CODE:	AMOUNT:
NA	NA
SUMMARY: The City has been awarded the EMPG-ARPA to assist with our emergency management programs and preparation. These funds are in addition to the regular EMPG funds the City receives. This grant comes from FEMA and is administered through the Washington State Military Department. The total grant amount is \$12,845.	

RECOMMENDED MOTION: I move to authorize the Mayor to sign and execute the 2021-22 Emergency Management Performance Grant – American Rescue Plan Act.

Washington State Military Department

EMERGENCY MANAGEMENT PERFORMANCE GRANT AMERICAN RESCUE PLAN ACT AGREEMENT FACE SHEET

1. Subrecipient Name and Address: Marysville, City of 1049 State Avenue Marysville, WA 98270-4234		2. Grant Agreement Amount: \$12,845		3. Grant Agreement Number: E22-254	
4. Subrecipient Contact, phone/email: Jason Smith, 360-363-8721 jsmith@marysvillewa.gov		5. Grant Agreement Start Date: June 1, 2021		6. Grant Agreement End Date: December 31, 2022	
7. Department Contact, phone/email: Tirzah Kincheloe, 253-512-7456 tirzah.kincheloe@mil.wa.gov		8. Data Universal Numbering System (DUNS): 076658673		9. UBI # (state revenue): 314-000-001	
10. Funding Authority: Washington State Military Department (the "DEPARTMENT") and the U.S. Department of Homeland Security (DHS)					
11. Federal Award ID # (FAIN): EMS-2021-EP-00008-S01		12. Federal Award Date: 08/30/2021		13. Assistance Listings # (formerly CFDA) & Title: 97.042 (21EMPG-ARPA)	
14. Total Federal Amount: \$2,136,034		15. Program Index # & OBJ/SUB-OBJ: 713PA NZ		16. EIN: 91-6001459	
17. Service Districts: (BY LEGISLATIVE DISTRICT): 38, 39, 44 (BY CONGRESSIONAL DISTRICT): 2		18. Service Area by County(ies): Snohomish		19. Women/Minority-Owned, State Certified: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____	
20. Agreement Classification: <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Research/Development <input type="checkbox"/> A/E <input type="checkbox"/> Other _____			21. Contract Type (check all that apply): <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency		
22. Subrecipient Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO			23. Subrecipient Type (check all that apply): <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> Non-Profit <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> OTHER		
24. PURPOSE & DESCRIPTION: The purpose of the Fiscal Year (FY) 2021 Emergency Management Performance Grant American Rescue Plan Act (21EMPG-ARPA) program is to provide U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) Federal award funds to states to assist state, local, territorial, and tribal governments in preparing for all hazards through sustainment and enhancement of those programs as described in the Work Plan. The Department is the Recipient and Pass-through Entity of the 21EMPG-ARPA DHS Award Letter for Grant No. EMS-2021-EP-00008-S01, which is incorporated in and attached hereto as Attachment C and has made a subaward of Federal award funds to the Subrecipient pursuant to this Agreement. The Subrecipient is accountable to the Department for use of Federal award funds provided under this Agreement and the associated matching funds.					
IN WITNESS WHEREOF, the Department and Subrecipient acknowledge and accept the terms of this Agreement, including all referenced Attachments which are hereby incorporated in and made a part hereof, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Attachment A); General Terms and Conditions (Attachment B); 21EMPG-ARPA Award Letter EMS-2021-EP-00008-S01 (Attachment C); Work Plan (Attachment D); Timeline (Attachment E); Budget (Attachment F); and all other documents expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.					
In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: 1. Applicable Federal and State Statutes and Regulations 2. DHS/FEMA Award and program documents 3. Work Plan, Timeline, and Budget 4. Special Terms and Conditions 5. General Terms and Conditions, and, 6. Other provisions of the Agreement incorporated by reference					
WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below.					
FOR THE DEPARTMENT:			FOR THE SUBRECIPIENT:		
_____ Signature Regan Anne Hesse, Chief Financial Officer Washington State Military Department			_____ Signature Jon Nehring, Mayor City of Marysville		
_____ Date			_____ Date		
BOILERPLATE APPROVED AS TO FORM: Dawn C. Cortez [August 10, 2021] Assistant Attorney General			APPROVED AS TO FORM (if applicable): _____ Subrecipient's Legal Review Date		

SPECIAL TERMS AND CONDITIONS

ARTICLE I. KEY PERSONNEL

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

SUBRECIPIENT		DEPARTMENT	
Name	Jason Smith	Name	Tirzah Kincheloe
Title	Director of Human Resources/ Interim Emergency Manager	Title	Program Manager
Email	jsmith@marysvillewa.gov	Email	tirzah.kincheloe@mil.wa.gov
Phone	360-363-8721	Phone	253-512-7456
Name	Kassidy Aldrich	Name	Courtney Bemus
Title	EM Specialist – AmeriCorps Volunteer	Title	Program Assistant
Email	kaldrich@marysvillewa.gov	Email	courtney.bemus@mil.wa.gov
Phone	360-363-8718	Phone	253-316-6438

ARTICLE II. ADMINISTRATIVE AND/OR FINANCIAL REQUIREMENTS

The Subrecipient shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 21EMPG-ARPA Program, including, but not limited to, all criteria, restrictions, and requirements of *The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year (FY) 2021 Emergency Management Performance Grant (EMPG)* document, the *FEMA Preparedness Grants Manual* document (the Manual), the *DHS Award Letter for Grant No. EMS-2021-EP-00008-S01*, and the federal regulations commonly applicable to DHS/FEMA grants, all of which are incorporated herein by reference. The *DHS Award Letter* is incorporated in this Agreement as Attachment C.

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

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

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

1. SUBAWARDS & CONTRACTS BY SUBRECIPIENT

- a. The Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 21EMPG-ARPA funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.331.
- b. If the Subrecipient becomes a pass-through entity by making a subaward to a non-federal entity as its subrecipient:
 - i. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of 21EMPG-ARPA funds, including, but not limited to, those contained in 2 CFR 200.
 - ii. The Subrecipient shall require its subrecipient(s) to comply with all applicable state and federal laws, rules, regulations, requirements, and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 21EMPG-ARPA Program, including, but not limited to, all criteria, restrictions, and requirements of *The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year (FY) 2021 Emergency Management Performance Grant (EMPG)* document, the Manual, the *DHS Award Letter for Grant No. EMS-2021-EP-00008-S01* in

Attachment C, and the federal regulations commonly applicable to DHS/FEMA grants.

- iii. The Subrecipient shall be responsible to the Department for ensuring that all 21EMPG-ARPA federal award funds provided to its subrecipients, and associated matching funds, are used in accordance with applicable federal and state statutes and regulations, and the terms and conditions of the federal award set forth in Attachment C of this Agreement.

2. BUDGET, REIMBURSEMENT, AND TIMELINE

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

regulations, requirements, and the terms and conditions of the Agreement and may increase required monitoring activities. Any request for a waiver or extension of a due date in the Timeline will be treated as a request for Amendment of the Agreement. This request must be submitted to the Department Key Personnel sufficiently in advance of the due date to provide adequate time for Department review and consideration and may be granted or denied within the Department's sole discretion.

- h. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the Department within forty-five (45) days after the Grant Agreement End Date, except as otherwise authorized by either (1) written amendment of this Agreement or (2) written notification from the Department to the Subrecipient to provide additional time for completion of the Subrecipient's project(s).
- i. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the Subrecipient, its contractor, or any non-federal entity to which the Subrecipient makes a subaward and is invoiced by the vendor.
- j. Failure to submit timely, accurate, and complete reports and reimbursement requests as required by this Agreement (including, but not limited to, those reports in the Timeline) will prohibit the Subrecipient from being reimbursed until such reports and reimbursement requests are submitted and the Department has had reasonable time to conduct its review.
- k. Final reimbursement requests will not be approved for payment until the Subrecipient is current with all reporting requirements contained in this Agreement.
- l. A written amendment will be required if the Subrecipient expects cumulative transfers to approved, direct budget categories, as identified in the Budget (Attachment F), to exceed ten percent (10%) of the Grant Agreement Amount. Any changes to budget category totals not in compliance with this paragraph will not be reimbursed without approval from the Department.
- m. Subrecipients shall only use federal award funds under this Agreement to supplement existing funds and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The Subrecipient may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

3. REPORTING

- a. With each reimbursement request, the Subrecipient shall report how the expenditures, for which reimbursement is sought, relate to the Work Plan (Attachment D) activities in the format provided by the Department.
- b. With the final reimbursement request, the Subrecipient shall submit to the Department Key Personnel a final report describing all completed activities under this Agreement.
- c. In conjunction with the final report, the Subrecipient shall submit a separate report detailing how the EMPG Training requirements were met for all personnel funded by federal or matching funds under this Agreement.
- d. The Subrecipient shall comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to the Department an Audit Certification/FFATA Form. This form is required to be completed once per calendar year, per Subrecipient, and not per agreement. The Department's Contracts Office will request the Subrecipient submit an updated form at the beginning of each calendar year in which the Subrecipient has an active agreement.
- e. The Subrecipient shall participate in the State's annual Stakeholder Preparedness Review (SPR), Threat and Hazard Identification and Risk Assessment (THIRA), core capabilities assessments, and data calls. Non-participation may result in withholding of funding under future grant years.

4. EQUIPMENT AND SUPPLY MANAGEMENT

- a. The Subrecipient and any non-federal entity to which the Subrecipient makes a subaward shall comply with 2 CFR 200.317 through 200.327, and all Washington State procurement statutes, when procuring any equipment or supplies under this Agreement, 2 CFR 200.313 for management of equipment, and 2 CFR 200.314 for management of supplies, to include, but not limited to:
- i. Upon successful completion of the terms of this Agreement, all equipment and supplies purchased through this Agreement will be owned by the Subrecipient, or a recognized non-federal entity to which the Subrecipient has made a subaward, for which a contract, Subrecipient grant agreement, or other means of legal transfer of ownership is in place.
 - ii. All equipment, and supplies as applicable, purchased under this Agreement will be recorded and maintained in the Subrecipient's inventory system.
 - iii. Inventory system records shall include:
 - A. Description of the property
 - B. Manufacturer's serial number, or other identification number
 - C. Funding source for the property, including the Federal Award Identification Number (FAIN)
 - D. Assistance Listings Number (formerly CFDA Number)
 - E. Who holds the title
 - F. Acquisition date
 - G. Cost of the property and the percentage of federal participation in the cost
 - H. Location, use, and condition of the property at the date the information was reported
 - I. Disposition data including the date of disposal and sale price of the property.
 - iv. The Subrecipient shall take a physical inventory of the equipment, and supplies as applicable, and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Subrecipient to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
 - v. The Subrecipient shall be responsible for any and all operational and maintenance expenses and for the safe operation of their equipment and supplies including all questions of liability. The Subrecipient shall develop appropriate maintenance schedules and procedures to ensure the equipment, and supplies as applicable, are well maintained and kept in good operating condition.
 - vi. The Subrecipient shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated, and a report generated and sent to the Department's Key Personnel.
 - vii. The Subrecipient must obtain and maintain all necessary certifications and licenses for the equipment.
 - viii. If the Subrecipient is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return. For disposition, if upon termination or at the Grant Agreement End Date, when original or replacement supplies or equipment acquired under a federal award are no longer needed for the original project or program or for other

activities currently or previously supported by a federal awarding agency, the Subrecipient must comply with the following procedures:

- A. For Supplies: If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other federal award, the Subrecipient must retain the supplies for use on other activities or sell them, but must, in either case, compensate the federal government for its share. The amount of compensation must be computed in the same manner as for equipment.
 - B. For Equipment:
 - 1) Items with a current per-unit fair-market value of \$5,000 or less may be retained, sold, transferred, or otherwise disposed of with no further obligation to the federal awarding agency.
 - 2) Items with a current per-unit fair-market value in excess of \$5,000 may be retained or sold. The Subrecipient shall compensate the federal awarding agency in accordance with the requirements of 2 CFR 200.313 (e) (2).
- ix. Records for equipment shall be retained by the Subrecipient for a period of six years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six-year period, the records shall be retained by the Subrecipient until all litigation, claims, or audit findings involving the records have been resolved.
- b. The Subrecipient shall comply with the Department's Purchase Review Process, which is incorporated by reference and made part of this Agreement. No reimbursement will be provided unless the appropriate approval has been received.
- c. Allowable categories for the EMPG Program are listed on the Authorized Equipment List (AEL) located on the FEMA website at <https://www.fema.gov/grants/guidance-tools/authorized-equipment-list>. It is important that the Subrecipient and any non-federal entity to which the Subrecipient makes a subaward regard the AEL as an authorized purchasing list identifying items allowed under the specific grant program and includes items that may not be categorized as equipment according to the federal, state, local, and tribal definitions of equipment. The Subrecipient is solely responsible for ensuring and documenting purchased items under this Agreement are authorized as allowed items by the AEL at time of purchase.
- If the item is not identified on the AEL as allowable under EMPG, the Subrecipient must contact the Department Key Personnel for assistance in seeking FEMA approval prior to acquisition.
- d. Unless expressly provided otherwise, all equipment must meet all mandatory regulatory and/or DHS/FEMA adopted standards to be eligible for purchase using federal award funds.
- e. If funding is allocated to emergency communications, the Subrecipient must ensure that all projects comply with SAFECOM Guidance on Emergency Communications Grants ensuring the investments are compatible, interoperable, resilient, and support national goals and objectives for improving emergency communications.
- f. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:
 - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

- ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
- iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

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

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

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

5. ENVIRONMENTAL AND HISTORICAL PRESERVATION

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

- d. The Subrecipient agrees that to receive any federal preparedness funding, all EHP compliance requirements outlined in applicable guidance must be met. The EHP review process **must be completed and FEMA approval received by the Subrecipient before** any work is started for which reimbursement will be later requested. Expenditures for projects started before completion of the EHP review process and receipt of approval by the Subrecipient will not be reimbursed.

6. **PROCUREMENT**

- a. The Subrecipient shall comply with all procurement requirements of 2 CFR Part 200.317 through 200.327 and as specified in the General Terms and Conditions (Attachment B, A.10).
- b. For all sole source contracts expected to exceed \$250,000, the Subrecipient must submit to the Department for pre-procurement review and approval the procurement documents, such as requests for proposals, invitations for bids and independent cost estimates. This requirement must be passed on to any non-federal entity to which the Subrecipient makes a subaward, at which point the Subrecipient will be responsible for reviewing and approving sole source justifications of any non-federal entity to which the Subrecipient makes a subaward.

7. **SUBRECIPIENT MONITORING**

- a. The Department will monitor the activities of the Subrecipient from award to closeout. The goal of the Department's monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.
- b. To document compliance with 2 CFR Part 200 Subpart F requirements, the Subrecipient shall complete and return to the Department an Audit Certification/FFATA form. This form is required to be completed once per calendar year, per Subrecipient, and not per agreement. The Department's Contracts Office will request the Subrecipient submit an updated form at the beginning of each calendar year in which the Subrecipient has an active agreement.
- c. Monitoring activities may include, but are not limited to:
 - i. Review of financial and performance reports
 - ii. Monitoring and documenting the completion of Agreement deliverables
 - iii. Documentation of phone calls, meetings (e.g. agendas, sign-in sheets, meeting minutes), e-mails and correspondence
 - iv. Review of reimbursement requests and supporting documentation to ensure allowability and consistency with Agreement work plan, budget, and federal requirements
 - v. Observation and documentation of Agreement related activities, such as exercises, training, events, and equipment demonstrations
 - vi. On-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.
- d. The Subrecipient is required to meet or exceed the monitoring activities, as outlined above, for any non-federal entity to which the Subrecipient makes a subaward as a pass-through entity under this Agreement.
- e. Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a Corrective Action Plan.

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

- a. The Subrecipient must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that

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

9. NIMS COMPLIANCE

- a. The National Incident Management System (NIMS) identifies concepts and principles that answer how to manage emergencies from preparedness to recovery regardless of their cause, size, location, or complexity. NIMS provides a consistent, nationwide approach and vocabulary for multiple agencies or jurisdictions to work together to build, sustain, and deliver the core capabilities needed to achieve a secure and resilient nation.
- b. Consistent implementation of NIMS provides a solid foundation across jurisdictions and disciplines to ensure effective and integrated preparedness, planning, and response. NIMS empowers the components of the National Preparedness System, a requirement of Presidential Policy Directive 8, to guide activities within the public and private sector and describes the planning, organizational activities, equipping, training, and exercising needed to build and sustain the core capabilities in support of the National Preparedness Goal.
- c. In order to receive FY 2021 federal preparedness funding, to include EMPG, the Subrecipient will ensure all NIMS objectives have been initiated and/or are in progress toward completion. NIMS Implementation Objectives are located at https://www.fema.gov/sites/default/files/2020-07/fema_nims_implementation-objectives-20180530.pdf.

B. EMPG PROGRAM SPECIFIC REQUIREMENTS

The Department receives EMPG funding from DHS/FEMA, to assist state, local, and tribal governments to enhance and sustain all-hazards emergency management capabilities as authorized by Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 U.S.C. §§ 5121 et seq.) and Section 662 of the Post Katrina Emergency Management Act (6 U.S.C. § 762).

A portion of the 21EMPG-ARPA is passed through to local jurisdictions and tribes with emergency management programs to supplement their local/tribal operating budgets to help sustain and enhance emergency management capabilities pursuant to Washington Administrative Code (WAC) 118-09.

- a. The Subrecipient shall use the EMPG funds authorized under this Agreement only to perform tasks as described in the Work Plan of the Subrecipient's application for funding, as approved by the Department and incorporated into this Agreement.
- b. Funding may not be used to replace or supplant existing local or tribal government funding of emergency management programs.
- c. The Subrecipient shall provide a fifty percent cash match of non-federal origin. The Federal share applied toward the EMPG budget shall not exceed fifty percent of the total budget as submitted and approved in the application and documented in the Budget (Attachment F). To meet matching requirements, the Subrecipient's cash matching contributions must be verifiable, reasonable,

allowable, allocable, and necessary under the grant program and must comply with all Federal requirements and regulations, including, but not limited to, 2 CFR Part 200. An appropriate mechanism must be in place to capture, track, and document matching funds. In the final report, the Subrecipient shall identify how the match was met and documented.

- d. Subrecipients shall participate in the State's annual Integrated Preparedness Planning Workshop (IPPW). Non-participation may result in withholding of funding under future grant years.
- e. If funding is allocated to non-DHS FEMA training, the Subrecipient must request prior approval from the Department Key Personnel before attending the training. The Department will coordinate approval with the State Training Point of Contact. . If funding is allocated to non-DHS FEMA training, the Subrecipient must request prior approval from the Department Key Personnel prior to attending training. The Department will coordinate approval with the State Training Point of Contact. Pursuant to DHS/FEMA Grant Programs Directorate Information Bulletin No. 432, Review and Approval Requirements for Training Courses Funded Through Preparedness Grants, https://www.fema.gov/sites/default/files/2020-04/Training_Course_Review_and_Approval_IB_Final_7_19_18.pdf, the training must fall within the FEMA mission scope and be included in the Subrecipient's Emergency Operations Plan. This requirement only applies to training courses and does not include attendance at conferences. Furthermore, additional federal approvals are required for courses that relate to Countering Violent Extremism prior to attendance.
- f. All personnel funded in any part through federal award or matching funds under this Agreement shall complete and record proof of completion of:
 - i. NIMS training requirements outlined in the NIMS Training Program located at https://www.fema.gov/pdf/emergency/nims/nims_training_program.pdf (to include ICS-100, ICS-200, IS-700, and IS-800 for most personnel) and
 - ii. Either (1) the FEMA Professional Development Series IS-120, IS-230, IS-235, IS-240, IS-241, IS-242, and IS-244, or (2) the National Emergency Management Basic Academy.

The Subrecipient will report training course completion by individual personnel along with the final report.

C. DHS TERMS AND CONDITIONS

As a Subrecipient of 21EMPG-ARPA funding, the Subrecipient shall comply with all applicable DHS terms and conditions of the 21EMPG-ARPA Award Letter and its incorporated documents for DHS Grant No. EMS-2021-EP-00008-S01, which are incorporated and made a part of this Agreement as Attachment C.

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

A.1 DEFINITIONS

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

- a. **“Agreement”** means this Grant Agreement.
- b. **“Department”** means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department. The Department is a recipient of a federal award directly from a federal awarding agency and is the pass-through entity making a subaward to a Subrecipient under this Agreement.
- c. **“Investment”** means the grant application submitted by the Subrecipient describing the project(s) for which federal funding is sought and provided under this this Agreement. Such grant application is hereby incorporated into this Agreement by reference.
- d. **“Monitoring Activities”** means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities, and policies.
- e. **“Stakeholders Preparedness Report (SPR)”** The SPR is an annual three-step self-assessment of a community’s capability levels based on the capability targets identified in the THIRA.
- f. **“Subrecipient”** when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the Department. However, the definition of “Subrecipient” is the same as in 2 CFR 200.1 for all other purposes.
- g. **“Threat and Hazard Identification and Risk Assessment (THIRA)”** The THIRA is a three-step risk assessment. The THIRA helps communities understand their risks and determine the level of capability they need in order to address those risks. The outputs from this process lay the foundation for determining a community’s capability gaps during the SPR process.

A.2 ADVANCE PAYMENTS PROHIBITED

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

A.3 AMENDMENTS AND MODIFICATIONS

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

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

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

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

A.5 ASSURANCES

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

A.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

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

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

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

A.7 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

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

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

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

State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

In the event of noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy by the Subrecipient, its contractors or subrecipients, the Department may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion. The Subrecipient is responsible for all costs or liability arising from its failure, and that of its contractors and subrecipients, to comply with applicable laws, regulations, executive orders, OMB Circulars or policies.

A.9 CONFLICT OF INTEREST

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

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

A.10 CONTRACTING & PROCUREMENT

a. The Subrecipient shall use a competitive procurement process in the procurement and award of any contracts with contractors or subcontractors that are entered into under the original agreement award. The procurement process followed shall be in accordance with 2 CFR Part 200.317 General procurement standards through 200.327 Contract provisions.

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

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

Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

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

247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- 11) Notice of federal awarding agency requirements and regulations pertaining to reporting.
 - 12) Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.
 - 13) Access by the Department, the Subrecipient, the federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
 - 14) Retention of all required records for six (6) years after the Subrecipient has made final payments and all other pending matters are closed.
 - 15) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
 - 16) Pursuant to Executive Order 13858 "*Strengthening Buy-American Preferences for Infrastructure Projects*," and as appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, as required in 2 CFR Part 200.322, in every contract, subcontract, purchase order, or sub-award that is chargeable against federal financial assistance awards.
 - 17) Per 2 C.F.R. § 200.216, prohibitions regarding certain telecommunications and video surveillance services or equipment is mandated by *section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018)*.
- b. The Department reserves the right to review the Subrecipient's procurement plans and documents and require the Subrecipient to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.317 through 200.327. The Subrecipient must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the Subrecipient and Department to make a determination on eligibility of project costs.
- c. All contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

A.11 DISCLOSURE

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

A.12 DISPUTES

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

A.13 LEGAL RELATIONS

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

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

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

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

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

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

A.14 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

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

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

A.15 LOSS OR REDUCTION OF FUNDING

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

A.16 NONASSIGNABILITY

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

A.17 NONDISCRIMINATION

The Subrecipient shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental, or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement.

A.18 NOTICES

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

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

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

A.20 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

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

A.21 POLITICAL ACTIVITY

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

A.22 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

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

A.23 PUBLICITY

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

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

A.24 RECAPTURE PROVISION

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

A.25 RECORDS

a. The Subrecipient agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the Subrecipient's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").

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

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

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

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

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

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

A.27 SEVERABILITY

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

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

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

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

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

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

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

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

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

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

A.29 SUBRECIPIENT NOT EMPLOYEE

The parties intend that an independent contractor relationship will be created by this Agreement. The Subrecipient, and/or employees or agents performing under this Agreement are not employees or agents of the Department in any manner whatsoever. The Subrecipient will not be presented as, nor claim to be, an officer or employee of the Department by reason of this Agreement, nor will the Subrecipient make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the Department or of the state of Washington by reason of this Agreement, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

It is understood that if the Subrecipient is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the state of Washington in their own right and not by reason of this Agreement.

A.30 TAXES, FEES AND LICENSES

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

A.31 TERMINATION FOR CONVENIENCE

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

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

A.32 TERMINATION OR SUSPENSION FOR LOSS OF FUNDING

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

A.33 TERMINATION OR SUSPENSION FOR CAUSE

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

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

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

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

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

A.34 TERMINATION PROCEDURES

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

If the termination is for convenience, the Department shall pay to the Subrecipient as an agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the Department prior to the effective date of Agreement termination, the amount agreed upon by the Subrecipient and the Department for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the Department, (iii) other work, services and/or equipment or supplies which are accepted by the Department, and (iv) the protection and preservation of property.

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

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

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

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

A.35 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

The Subrecipient is encouraged to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Agreement. The Subrecipient may set utilization standards, based upon local conditions or may use the state of Washington MWBE goals, as identified in WAC 326-30-041.

A.36 VENUE

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

A.37 WAIVERS

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

**21EMPG-ARPA Award Letter
EMS-2021-EP-00008-S01**

Award Letter

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

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

Re: Grant No.EMS-2021-EP-00008

Dear Bret Daugherty:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2021 Emergency Management Performance Grants has been approved in the amount of \$2,136,034.00. As a condition of this award, you are required to contribute a cost match in the amount of \$2,136,034.00 of non-Federal funds, or 50 percent of the total approved project costs of \$4,272,068.00.

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

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2021 Emergency Management Performance Grants Notice of Funding Opportunity.
- FEMA Preparedness Grants Manual

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

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

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

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

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

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

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

PATRICK GERARD MARCHAM

Agreement Articles

Thu Oct 01 00:00:00 GMT 2020

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

AGREEMENT ARTICLES
Emergency Management Performance Grants

GRANTEE: Washington Military Department
PROGRAM: Emergency Management Performance Grants
AGREEMENT NUMBER: EMS-2021-EP-00008-S01

TABLE OF CONTENTS

Article I	Limited English Proficiency (Civil Rights Act of 1964, Title VI)
Article II	Universal Identifier and System of Award Management
Article III	Environmental Planning and Historic Preservation (EHP) Review
Article IV	Prior Approval for Modification of Approved Budget
Article V	Americans with Disabilities Act of 1990
Article VI	SAFECOM
Article VII	Acceptance of Post Award Changes
Article VIII	Rehabilitation Act of 1973
Article IX	National Environmental Policy Act
Article X	Acknowledgement of Federal Funding from DHS
Article XI	USA PATRIOT Act of 2001
Article XII	Age Discrimination Act of 1975
Article XIII	Civil Rights Act of 1964 - Title VI
Article XIV	Notice of Funding Opportunity Requirements
Article XV	Trafficking Victims Protection Act of 2000 (TVPA)
Article XVI	Non-Supplanting Requirement

Article XVII	Drug-Free Workplace Regulations
Article XVIII	Federal Leadership on Reducing Text Messaging while Driving
Article XIX	DHS Specific Acknowledgements and Assurances
Article XX	Best Practices for Collection and Use of Personally Identifiable Information
Article XXI	Civil Rights Act of 1968
Article XXII	Debarment and Suspension
Article XXIII	Activities Conducted Abroad
Article XXIV	Energy Policy and Conservation Act
Article XXV	Procurement of Recovered Materials
Article XXVI	Terrorist Financing
Article XXVII	Hotel and Motel Fire Safety Act of 1990
Article XXVIII	Duplication of Benefits
Article XXIX	Fly America Act of 1974
Article XXX	Reporting of Matters Related to Recipient Integrity and Performance
Article XXXI	Lobbying Prohibitions
Article XXXII	False Claims Act and Program Fraud Civil Remedies
Article XXXIII	Federal Debt Status
Article XXXIV	Nondiscrimination in Matters Pertaining to Faith-Based Organizations
Article XXXV	Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX
Article XXXVI	Copyright
Article XXXVII	Reporting Subawards and Executive Compensation
Article XXXVIII	Use of DHS Seal, Logo and Flags

Article XXXIX	Whistleblower Protection Act
Article XL	Assurances, Administrative Requirements, Cost Principles, Representations and Certifications
Article XLI	Disposition of Equipment Acquired Under the Federal Award
Article XLII	Patents and Intellectual Property Rights

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

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

Article II - Universal Identifier and System of Award Management

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

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

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

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive order, regulations, and policies.

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

Article IV - Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. Section 200.308. FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. Section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article V - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101- 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article VI - SAFECOM

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

Article VII - Acceptance of Post Award Changes

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

Article VIII - Rehabilitation Act of 1973

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

Article IX - National Environmental Policy Act

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

Article X - Acknowledgement of Federal Funding from DHS

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

Article XI - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001* (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. sections 175-175c.

Article XII - Age Discrimination Act of 1975

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article XIII - Civil Rights Act of 1964 - Title VI

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

Article XIV - Notice of Funding Opportunity Requirements

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

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

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

Article XVI - Non-Supplanting Requirement

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

Article XVII - Drug-Free Workplace Regulations

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

Article XVIII - Federal Leadership on Reducing Text Messaging while Driving

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

Article XIX - DHS Specific Acknowledgements and Assurances

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

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award or, for State Administrative Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

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

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

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance at <http://www.dhs.gov/xlibrary/assets/>

privacy/privacy_pia_guidance_june2010.pdf and Privacy Template at https://www.dhs.gov/sites/default/files/publications/privacy_pia_template_2017.pdf as useful resources respectively.

Article XXI - Civil Rights Act of 1968

Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 *et seq.*), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XXII - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XXIII - Activities Conducted Abroad

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

Article XXIV - Energy Policy and Conservation Act

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

Article XXV - Procurement of Recovered Materials

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

Article XXVI - Terrorist Financing

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

Article XXVII - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. section 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, (codified as amended at 15 U.S.C. section 2225.)

Article XXVIII - Duplication of Benefits

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

Article XXIX - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

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

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

Article XXXI - Lobbying Prohibitions

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

Article XXXII - False Claims Act and Program Fraud Civil Remedies

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

Article XXXIII - Federal Debt Status

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

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

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

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

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

Article XXXVI - Copyright

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

Article XXXVII - Reporting Subawards and Executive Compensation

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

Article XXXVIII - Use of DHS Seal, Logo and Flags

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

Article XXXIX - Whistleblower Protection Act

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

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

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

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

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

Article XLI - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article XLII - Patents and Intellectual Property Rights

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

BUDGET COST CATEGORIES

Personnel	\$438,972.00
Fringe Benefits	\$170,301.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$16,875.00
Contractual	\$3,596,694.00
Construction	\$0.00
Indirect Charges	\$49,226.00
Other	\$0.00

Obligating Document for Award/Amendment

1a. AGREEMENT NO. EMS-2021-EP-00008-S01		2. AMENDMENT NO. ***		3. RECIPIENT NO. 916001095G		4. TYPE OF ACTION AWARD		5. CONTROL NO. FY2021R10EMPGARPA	
6. RECIPIENT NAME AND ADDRESS Washington Military Department Building 20 Camp Murray, WA, 98430 - 5122			7. ISSUING FEMA OFFICE AND ADDRESS FEMA-GPD 400 C Street, SW, 3rd floor Washington, DC 20472-3645 POC: 866-927-5646			8. PAYMENT OFFICE AND ADDRESS FEMA Finance Center 430 Market Street Winchester, VA 22603			
9. NAME OF RECIPIENT PROJECT OFFICER Tirzah Kincheloe		PHONE NO. 2535127456		10. NAME OF FEMA PROJECT COORDINATOR Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov					
11. EFFECTIVE DATE OF THIS ACTION 10/01/2020		12. METHOD OF PAYMENT PARS		13. ASSISTANCE ARRANGEMENT Cost Reimbursement		14. PERFORMANCE PERIOD From: 10/01/2020 To: 09/30/2023 Budget Period 10/01/2020 09/30/2023			
1 5. DESCRIPTION OF ACTION a. (Indicate funding data for awards or financial changes)									
PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT			
Emergency Management Performance Grants	97.042	2021-FD-GA01-R107- -4120-D	\$0.00	\$2,136,034.00	\$2,136,034.00	See Totals			
			\$0.00	\$2,136,034.00	\$2,136,034.00	\$2,136,034.00			
b. To describe changes other than funding data or financial changes, attach schedule and check here. N/A									
16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) Emergency Management Performance Grants recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records. 16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.									
17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) Tirzah Kincheloe, Mrs						DATE Wed Sep 01 18:27:36 GMT 2021			
18. FEMA SIGNATORY OFFICIAL (Name and Title) THERESA MUSCAT BARA , Program Manager						DATE Mon Aug 30 15:41:01 GMT 2021			

WORK PLAN

FY 2021 Emergency Management Performance Grant- American Rescue Plan Act

WORK PLAN

Emergency Management Organization: City of Marysville

The purpose of EMPG-ARPA is to assist with the enhancement, sustainment and improvement of state, local, and tribal emergency management programs. Activities conducted using EMPG-ARPA funding should relate directly to the five elements of emergency management: prevention, protection, response, recovery, and mitigation. Washington State does not require a specific number of activities to receive EMPG-ARPA funding. However, there are required capabilities that must be sustained in order to remain eligible for EMPG-ARPA funding, including but not limited to the ability to communicate and warn, educate the public, plan, train, exercise, and be NIMS compliant. The Work Plan delineates the Emergency Management Organization's emergency management program planning and priority focus for this grant cycle (to include EMPG grant and local funds).

Priority Area #1		4.11 Emergency Public Information and Education	
Primary Core Capability		Community Resilience	
Secondary Core Capability		Long-term Vulnerability Reduction	
Build or Sustain		Sustaining/Maintaining	
	WORK PLANNED	IDENTIFIED GAP/NEED	ANTICIPATED PROJECT IMPACT
1	Host preparedness workshop and provide preparedness materials, including: - Empty drawstring bags for Go Bag giveaways - Quick-Alert Safety Whistles - Hardcover Notebook & Pen Sets - Rain Ponchos - Handwarmers - Hand crank Flashlights - CERT Kits	Members of the public lack basic EM preparedness materials.	The public will be better prepared and engaged with local emergency management.

Priority Area #2		4.8 Facilities	
Primary Core Capability		Operational Coordination	
Secondary Core Capability		Community Resilience	
Build or Sustain		Building	
	WORK PLANNED	IDENTIFIED GAP/NEED	ANTICIPATED PROJECT IMPACT
1	Purchase a Conex Box	The EM office should have boxes at different locations throughout the City to store emergency, outreach, and CPOD supplies. The purchase of a Conex box would fill the identified gap.	The City's EM office will have a safe storage solution for equipment and supplies stored at different places throughout the City making EM more efficient during a disaster.

TIMELINE

FY 2021 Emergency Management Performance Grant- American Rescue Plan Act

DATE	TASK
June 1, 2021	Grant Agreement Start Date
July 31, 2022	Submit reimbursement request
December 31, 2022	Grant Agreement End Date
February 15, 2023	Submit final reimbursement request, final report, training requirement report, and/or other deliverables.

The Subrecipient must request **prior** written approval from Department Key Personnel to waive or extend a due date in the above Timeline.

For waived or extended reimbursements, all allowable costs should be submitted on the next scheduled reimbursement due date contained in the Timeline.

BUDGET

FY 2021 Emergency Management Performance Grant - American Rescue Plan Act

21EMPG-ARPA AWARD \$ 12,845.00

SOLUTION AREA	BUDGET CATEGORY	EMPG AMOUNT	MATCH AMOUNT
PLANNING	Personnel & Fringe Benefits	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Supplies	\$ -	\$ -
	Consultants/Contracts	\$ -	\$ -
	Other	\$ -	\$ -
	Subtotal	\$ -	\$ -
ORGANIZATION	Personnel & Fringe Benefits	\$ -	\$ 12,845
	Travel/Per Diem	\$ -	\$ -
	Supplies	\$ 7,845	\$ -
	Consultants/Contracts	\$ -	\$ -
	Other	\$ -	\$ -
	Subtotal	\$ 7,845	\$ 12,845
EXERCISE	Personnel & Fringe Benefits	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Supplies	\$ -	\$ -
	Consultants/Contracts	\$ -	\$ -
	Other	\$ -	\$ -
	Subtotal	\$ -	\$ -
TRAINING	Personnel & Fringe Benefits	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Supplies	\$ -	\$ -
	Consultants/Contracts	\$ -	\$ -
	Other	\$ -	\$ -
	Subtotal	\$ -	\$ -
EQUIP	Equipment	\$ 5,000	\$ -
	Subtotal	\$ 5,000	\$ -
M&A	Personnel & Fringe Benefits	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Supplies	\$ -	\$ -
	Consultants/Contracts	\$ -	\$ -
	Other	\$ -	\$ -
	Subtotal	\$ -	\$ -
	Indirect	\$ -	\$ -
<i>Indirect Cost Rate on file</i>		<i>0.00%</i>	<i>for Time Period of: N/A</i>
TOTAL Grant Agreement AMOUNT:		\$ 12,845	\$ 12,845

The Subrecipient will provide a match of **\$12,845** of non-federal origin, 50% of the total project cost (local budget plus EMPG-ARPA award).

Cumulative transfers to budget categories in excess of ten percent (10%) of the Grant Agreement Amount will not be reimbursed without prior written authorization from the Department.

Funding Source: U.S. Department of Homeland Security - PI# 713PA – EMPG-ARPA

Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

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

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

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

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

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

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

Bidder or Contractor Signature: _____

Date: _____

Print Name and Title: _____

FEDERAL DEBARMENT, SUSPENSION INELIGIBILITY and VOLUNTARY EXCLUSION

(FREQUENTLY ASKED QUESTIONS)

What is “Debarment, Suspension, Ineligibility, and Voluntary Exclusion”?

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

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

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

Why am I required to sign this certification?

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

What is Executive Order 12549?

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

What is the purpose of this certification?

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

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

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

What or who is a “lower tier participant”?

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

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

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

Sample Debarment, Suspension, Ineligibility, Voluntary Exclusion Contract Provision

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

SIGNATURE AUTHORIZATION FORM

WASHINGTON STATE MILITARY DEPARTMENT
Camp Murray, Washington 98430-5122

Please read instructions on reverse side before completing this form.

NAME OF ORGANIZATION	DATE SUBMITTED
PROJECT DESCRIPTION	CONTRACT NUMBER

1. AUTHORIZING AUTHORITY		
SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE

2. AUTHORIZED TO SIGN CONTRACTS/CONTRACT AMENDMENTS		
SIGNATURE	PRINT OR TYPE NAME	TITLE

3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT		
SIGNATURE	PRINT OR TYPE NAME	TITLE

INSTRUCTIONS FOR SIGNATURE AUTHORIZATION FORM

This form identifies the persons who have the authority to sign contracts, amendments, and requests for reimbursement. It is required for the management of your contract with the Military Department (MD). Please complete all sections. One copy with original signatures is to be sent to MD with the signed contract, and the other should be kept with your copy of the contract.

When a request for reimbursement is received, the signature is checked to verify that it matches the signature on file. **The payment can be delayed if the request is presented without the proper signature.** It is important that the signatures in MD's files are current. Changes in staffing or responsibilities will require a new signature authorization form.

1. **Authorizing Authority.** Generally, the person(s) signing in this box heads the governing body of the organization, such as the board chair or mayor. In some cases, the chief executive officer may have been delegated this authority.
2. **Authorized to Sign Contracts/Contract Amendments.** The person(s) with this authority should sign in this space. Usually, it is the county commissioner, mayor, executive director, city clerk, etc.
3. **Authorized to Sign Requests for Reimbursement.** Often the executive director, city clerk, treasurer, or administrative assistant have this authority. It is advisable to have more than one person authorized to sign reimbursement requests. **This will help prevent delays in processing a request if one person is temporarily unavailable.**

If you have any questions regarding this form or to request new forms, please call your MD Program Manager.