



MARYSVILLE
WASHINGTON

CITY COUNCIL WORK SESSION
TUESDAY, JANUARY 2, 2024 – 7:00 PM
501 DELTA AVENUE
MARYSVILLE, WA 98270

AGENDA

To listen to the meeting without providing public comment:

Join Zoom Meeting

<https://us06web.zoom.us/j/86246307568>

Or

Dial toll-free US: 888 475 4499

Meeting ID: 862 4630 7568

Call to Order

Pledge of Allegiance

Roll Call

Approval of the Agenda

Presentations

- A. Oath of Office for Mayor and Councilmembers

Discussion Items

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

Consent

1. November 9, 2023 Misc Payroll in the Amount of \$3,593.31 Paid by EFT Transactions and Check Number 34827
2. December 07, 2023 Payroll in the Amount of \$549,746.16 Paid by Check Numbers 34854 through 34992
3. December 07, 2023 Payroll in the Amount of \$4,109.97 Paid by Check Number 34993
4. December 08, 2023 Payroll in the Amount of \$1,941,450.43 Paid by EFT

Transactions and Check Numbers 34842 through 34853

5. December 08, 2023 Misc Payroll in the Amount of \$6,071.54 Paid by Check Numbers 34994 through 34995
6. December 13, 2023 Payroll in the Amount of \$68,370.57 Paid by EFT Transactions and Check Numbers 34996 through 35110
7. December 20, 2023 Claims in the Amount of \$1,784,738.63 Paid by EFT Transactions and Check Numbers 166955 through 167105 with Check Numbers 165329, 165457, 165907, 166748 and 166893 Voided
[122023.rtf](#)
8. December 22, 2023 Payroll in the Amount of \$2,416,519.51 Paid by EFT Transactions and Check Numbers 35111 through 35126
9. December 27, 2023 Claims in the Amount of \$1,692,589.43 Paid by EFT Transactions and Check Numbers 167106 through 167249
[122723.rtf.pdf](#)

Review Bids

Public Hearings

New Business

10. Supplement Agreement No. 1 to the Professional Services Agreement with RH2 Engineering, Inc., to provide final design for the SR 528 Water Main Replacement Project
Recommended Motion: **(ACTION REQUESTED 1/2)** I move to authorize the Mayor to sign and execute Supplement Agreement No. 1 to the Professional Services Agreement with RH2 Engineering, Inc.

[PSA_Supp 1_Consolidated_rev 2023_12_19.pdf](#)

11. Emergency Management Performance Grant (E24-238)
Recommended Motion: **(ACTION REQUESTED 1/2)** I move to authorize the Mayor to sign and execute the Emergency Management Performance Grant agreement (E24-238).
[E24-238 City of Marysville 23EMPG.pdf](#)
12. An **Ordinance** amending the 2023-2024 Biennial Budget and providing for the increase/decrease of certain expenditure items as budgeted for in Ordinance 3239.
Recommended Motion: **(ACTION REQUESTED 1/2)** I move to adopt Ordinance No. _____.
[010224 BA Ordinance.pdf](#)

Legal

Mayor's Business

Staff Business

Call on Councilmembers and Committee Reports

Adjournment/Recess

Executive Session

A. Litigation

B. Personnel

C. Real Estate

Reconvene

Adjournment

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



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 2, 2024

SUBMITTED BY: City Clerk Tina Brock, City Clerk

ITEM TYPE: Presentation

AGENDA SECTION: **Presentations**

SUBJECT: Oath of Office for Mayor and Councilmembers

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 2, 2024

SUBMITTED BY: Senior Accounting Technician Shannon Early, Finance

ITEM TYPE: Payroll

AGENDA SECTION: **Consent**

SUBJECT: November 9, 2023 Misc Payroll in the Amount of \$3,593.31
Paid by EFT Transactions and Check Number 34827

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 2, 2024

SUBMITTED BY: Senior Accounting Technician Shannon Early, Finance

ITEM TYPE: Payroll

AGENDA SECTION: **Consent**

SUBJECT: December 07, 2023 Payroll in the Amount of \$549,746.16 Paid by Check Numbers 34854 through 34992

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 2, 2024

SUBMITTED BY: Senior Accounting Technician Shannon Early, Finance

ITEM TYPE: Payroll

AGENDA SECTION: **Consent**

SUBJECT: December 07, 2023 Payroll in the Amount of \$4,109.97 Paid by Check Number 34993

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 2, 2024

SUBMITTED BY: Senior Accounting Technician Shannon Early, Finance

ITEM TYPE: Payroll

AGENDA SECTION: **Consent**

SUBJECT: December 08, 2023 Payroll in the Amount of \$1,941,450.43
Paid by EFT Transactions and Check Numbers 34842 through 34853

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 2, 2024

SUBMITTED BY: Senior Accounting Technician Shannon Early, Finance

ITEM TYPE: Payroll

AGENDA SECTION: **Consent**

SUBJECT: December 08, 2023 Misc Payroll in the Amount of \$6,071.54
Paid by Check Numbers 34994 through 34995

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 2, 2024

SUBMITTED BY: Senior Accounting Technician Shannon Early, Finance

ITEM TYPE: Payroll

AGENDA SECTION: **Consent**

SUBJECT: December 13, 2023 Payroll in the Amount of \$68,370.57 Paid by EFT Transactions and Check Numbers 34996 through 35110

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 2, 2024

SUBMITTED BY: Accounting Technician Shauna Crane, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: December 20, 2023 Claims in the Amount of \$1,784,738.63 Paid by EFT Transactions and Check Numbers 166955 through 167105 with Check Numbers 165329, 165457, 165907, 166748 and 166893 Voided

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[122023.rtf](#)

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 12/20/2023 TO 12/20/2023

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
166955	LICENSING, DEPT OF	DRIVING ABSTRACT - NEWMAN	PERSONNEL ADMINISTRATION	15.00
166956	LICENSING, DEPT OF	DRIVING ABSTRACT - TSAN	PERSONNEL ADMINISTRATION	15.00
166957	LICENSING, DEPT OF	DRIVING ABSTRACT - MANNING	PERSONNEL ADMINISTRATION	15.00
166958	PREMERA BLUE CROSS	CLAIMS PAID 12/1 TO 12/2/23	MEDICAL CLAIMS	10,118.93
	PREMERA BLUE CROSS	CLAIMS PAID 11/26 TO 11/30/23	MEDICAL CLAIMS	65,022.66
	PREMERA BLUE CROSS	CLAIMS PAID 11/19 TO 11/25/23	MEDICAL CLAIMS	83,354.28
166959	3M	STREET SIGN FILM ROLL	TRANSPORTATION	544.81
166960	911 SUPPLY INC.	EAR PIECES	POLICE PATROL	52.91
	911 SUPPLY INC.	UNIFORM - FLAHERTY	POLICE PATROL	56.09
	911 SUPPLY INC.	UNIFORM - NATTERSTAD	POLICE PATROL	56.09
	911 SUPPLY INC.	UNIFORM - GOOLSBY	POLICE INVESTIGATION	104.19
	911 SUPPLY INC.	UNIFORM - GIBBS	POLICE PATROL	203.71
	911 SUPPLY INC.	EAR PHONES	POLICE PATROL	222.24
	911 SUPPLY INC.	UNIFORM - GOOLSBY	POLICE INVESTIGATION	247.23
	911 SUPPLY INC.	UNIFORM - FLAHERTY	POLICE PATROL	423.22
	911 SUPPLY INC.	UNIFORM SERVICE BARS	POLICE ADMINISTRATION	457.84
	911 SUPPLY INC.	UNIFORM - FLAHERTY	POLICE PATROL	785.88
166961	ALEXANDER PRINTING	ROUTE PAGE BLANK PAPER	SOLID WASTE OPERATIONS	38.60
	ALEXANDER PRINTING	PRINTING SERVICE	DETENTION & CORRECTION	73.18
	ALEXANDER PRINTING		POLICE PATROL	90.69
	ALEXANDER PRINTING		POLICE PATROL	116.48
	ALEXANDER PRINTING		POLICE PATROL	968.72
166962	ALL BATTERY SALES &	SHOP SUPPLIES	EQUIPMENT RENTAL	653.00
166963	AMAZON CAPITAL	CREDIT FOR INV 14PQ-TMPH-TC3W	CUSTODIAL SERVICES	-124.16
	AMAZON CAPITAL	CREDIT FOR INV 1KJ7-3WXT-6MTF	OFFICE OPERATIONS	-102.00
	AMAZON CAPITAL	CREDIT FOR INV 1D93-DRRH-7HWH	WATER DIST MAINS	-78.76
	AMAZON CAPITAL	CREDIT FOR INV 1J3Q-9WH1-7N6H	PARK & RECREATION FAC	-63.89
	AMAZON CAPITAL	CLIFTON STRENGTHS BOOKS	FINANCE-GENL	45.40
	AMAZON CAPITAL		EXECUTIVE ADMIN	499.40
166964	AMERICAN CLEANERS	DRY CLEANING	POLICE PATROL	435.19
166965	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	207.50
166966	ARC ARCHITECTS, INC.	PROFESSIONAL SERVICE	PW ADMIN CAP PROJECT	2,658.75
166967	ARCE, ABRAHAM	UTILITY REFUND	WATER/SEWER OPERATION	180.14
166968	ASTOUND BUSINESS	MAINTENANCE, LEASE, INTERNET SERVICE	WATER QUAL TREATMENT	111.30
	ASTOUND BUSINESS		CENTRAL SERVICES	513.71
	ASTOUND BUSINESS		COMPUTER SERVICES	2,085.73
166969	BICKFORD FORD	CRANKSHAFT BELT, WASHER - P174	EQUIPMENT RENTAL	16.79
	BICKFORD FORD	TRANSMISSION SENSOR - J015	EQUIPMENT RENTAL	47.59
	BICKFORD FORD	MISC. PARTS - V015	EQUIPMENT RENTAL	391.17
	BICKFORD FORD	INTERCEPTOR WHEEL - P162	EQUIPMENT RENTAL	437.45
	BICKFORD FORD	BRAKE ASSEMBLY	ER&R	872.96
	BICKFORD FORD	PARTS - P182	EQUIPMENT RENTAL	1,031.84
166970	BILLING DOCUMENT SPE	PRINTING SERVICE	UTILITY BILLING	2,802.83
166971	BIO CLEAN, INC	CLEANING SERVICE - JAIL	DETENTION & CORRECTION	415.42
166972	BLEACHERS GRILL	SENIOR LUNCH	COMMUNITY EVENTS	875.20
166973	BLUE FLAME HEATING	REFUND MECHANICAL PERMIT	NON-BUS LICENSES AND	113.40
	BLUE FLAME HEATING	REFUND - ELECTRICAL PERMIT	COMMUNITY DEVELOPMENT	156.80
166974	BOTESCH, NASH & HALL	PD EVIDENCE ROOM	CAPITAL EXPENDITURES	10,931.79
166975	BOYER, JULIE	PEER SUPPORT - INSTRUCTOR FEE	POLICE ADMINISTRATION	200.00
166976	BRAKE AND CLUTCH	HUB CAP	ER&R	32.61
166977	BRIDE, SANDRA	UTILITY REFUND	GARBAGE	1,075.59
166978	BROOKS, DIANE E	WELLNESS EVENT - YOGA	MEDICAL CLAIMS	100.00
166979	BROWN, MIKE	UTILITY REFUND	GARBAGE	21.65
166980	CASCADE COLUMBIA	POLY ALUMINUM CHLORIDE	WASTE WATER TREATMENT	16,773.51
	CASCADE COLUMBIA		WASTE WATER TREATMENT	17,275.12

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 12/20/2023 TO 12/20/2023**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
166981	CATHOLIC COMMUNITY	CCS - OCT 2023	COMMUNITY	596.52
166982	CENTRAL SQUARE TECH	PERMITTING SERVICE CONSULTING	COMMUNITY	180.00
	CENTRAL SQUARE TECH		COMMUNITY	360.00
166983	CHARM-TEX, INC.	MATTRESSES	GENERAL FUND	-211.36
	CHARM-TEX, INC.	SUPPLIES	GENERAL FUND	-41.18
	CHARM-TEX, INC.		DETENTION & CORRECTION	479.18
	CHARM-TEX, INC.	MATTRESSES	DETENTION & CORRECTION	2,459.86
166984	CNR INC	MAINTENANCE CONTRACT	COMPUTER SERVICES	1,365.78
166985	COMMERCIAL FIRE	FIRE EXTINGUISHER SERVICE	ER&R	334.30
166986	COMMONSTREET	PROFESSIONAL SERVICE	GMA - STREET	48,132.63
166987	CORE & MAIN LP	WATER METERS	WATER SERVICE INSTALL	16,366.51
	CORE & MAIN LP		METER READING	16,366.52
166988	CORP OF THE CATHOLIC	TEMPORARY CONSTRUCTION EASEMENT	GMA - STREET	1,300.00
166989	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	8,178.00
166990	COZY HEATING INC	REFUND - ELECTRICAL PERMIT	COMMUNITY DEVELOPMENT	112.00
	COZY HEATING INC		COMMUNITY DEVELOPMENT	112.00
	COZY HEATING INC		COMMUNITY DEVELOPMENT	112.00
	COZY HEATING INC		COMMUNITY DEVELOPMENT	112.00
	COZY HEATING INC		COMMUNITY DEVELOPMENT	112.00
166991	DATA QUEST LLC	PRE-EMPLOYMENT	POLICE ADMINISTRATION	125.00
166992	DAVID EVANS & ASSOC	PROFESSIONAL SERVICES	CAPITAL EXPENDITURES	29,957.74
166993	DICKS TOWING	TOWING - P162	POLICE PATROL	77.54
	DICKS TOWING	TOWING 23-61963	POLICE PATROL	77.54
	DICKS TOWING	TOWING 23-62141	POLICE PATROL	77.54
	DICKS TOWING	TOWING 23-62800	POLICE PATROL	77.54
	DICKS TOWING	TOWING 23-63375	POLICE PATROL	77.54
	DICKS TOWING	TOWING 23-64235	POLICE PATROL	77.54
	DICKS TOWING	TOWING 23-64595	POLICE PATROL	77.54
	DICKS TOWING	TOWING 23-BTJ6611	POLICE PATROL	77.54
	DICKS TOWING	TOW SERVICE - P192	EQUIPMENT RENTAL	89.85
	DICKS TOWING	TOWING 23-64753	POLICE PATROL	103.38
	DICKS TOWING	TOW SERVICE - J006	EQUIPMENT RENTAL	669.92
166994	DIFFERENTIAL NETWORK	CAMERA AT MCC	COMPUTER SERVICES	4,954.73
166995	DOBBS PETERBILT	FRONT LOADER SANITATION TRUCK - J072	EQUIPMENT RENTAL	449,231.11
166996	DOHERTY, STEPHEN	CERTIFICATION RENEWAL	COMPUTER SERVICES	150.00
166997	DONNELSON ELECTRIC	REPAIRS - HEATING SYSTEM, WALL, LABOR	FACILITY REPLACEMENT	676.09
	DONNELSON ELECTRIC	ADDED OUTLETS TO GARAGE	CIVIC CENTER	2,825.81
166998	DOOLITTLE, JAMES & B	UTILITY REFUND	WATER/SEWER OPERATION	33.64
166999	E&E LUMBER	SUPPLIES	FACILITY MAINTENANCE	19.36
	E&E LUMBER	MCC COUNSELS CHAMBER DOOR LOCK	CIVIC CENTER	19.68
	E&E LUMBER	SUPPLIES	POLICE PATROL	24.66
	E&E LUMBER		POLICE PATROL	188.65
167000	ECONORTHWEST	HOUSING ACTION PLAN	COMMUNITY	1,025.25
	ECONORTHWEST		COMMUNITY	2,446.25
167001	ELECTRONIC BUSINESS	GIS PLOTTER SERVICE	GIS SERVICES IS	38.29
167002	ELLIS, BRANDY	TRAVEL, EXCISE TAX FILING FEE	LEGAL - PROSECUTION	15.20
	ELLIS, BRANDY		GMA - STREET	20.00
167003	ELVING ELECTRIC	REFUND - ELECTRICAL PERMIT	COMMUNITY DEVELOPMENT	156.80
167004	EVERETT TIRE & AUTO	FRONT END ALIGNMENT - P174	EQUIPMENT RENTAL	246.95
167005	EVERETT, CITY OF	ANIMALS TO SHELTER - OCT 23	COMMUNITY SERVICES UNIT	6,500.00
167006	EVERGREEN HOME EXT	REFUND - ELECTRICAL PERMIT	COMMUNITY DEVELOPMENT	224.00
167007	FELDMAN & LEE P.S.	PUBLIC DEFENSE CONTRACT - NOV 2023	PUBLIC DEFENSE	53,560.00
167008	FERRARO, TABITHA	EXPENSE REIMBURSEMENT	SOLID WASTE OPERATIONS	40.00
167009	GLEN'S SAW SHOP	299 BACK-PACK BLOWER, 799 CUT OFF SAW	SMALL ENGINE SHOP	148.34

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 12/20/2023 TO 12/20/2023

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
167010	GRACE ACADEMY	REFUND - OPERA HOUSE RENTAL	GENERAL FUND	250.00
167011	GRAINGER	WATER NOZZLE, GLOVES	WASTE WATER TREATMENT	238.53
	GRAINGER	WINTER GEAR - INVENTORY	ER&R	879.73
	GRAINGER	TUBING	SEWER PRETREATMENT	965.74
167012	GREENWOOD HEATING	REFUND - ELECTRICAL PERMIT	COMMUNITY DEVELOPMENT	56.00
167013	GROVE CHURCH	REFUND - OPERA HOUSE RENTAL	GENERAL FUND	250.00
167014	HD FOWLER COMPANY	GALVANIZED CONNECTORS	WATER DIST MAINS	266.35
	HD FOWLER COMPANY	AIR RELEASE VALVE	WATER DIST MAINS	501.46
	HD FOWLER COMPANY		WATER DIST MAINS	1,687.40
	HD FOWLER COMPANY	HYDRANT	SOURCE OF SUPPLY	5,396.40
167015	HEALTH, DEPT OF	SANITARY SURVEY INSPECTION	UTIL ADMIN	1,020.00
	HEALTH, DEPT OF	PROJECT/PLAN REVIEW FEES	UTIL ADMIN	1,489.00
167016	HEWLETT PACKARD	PRINTER TONER, MAINTENANCE	WATER QUAL TREATMENT	0.59
	HEWLETT PACKARD		FINANCE-GENL	1.25
	HEWLETT PACKARD		PARK & RECREATION FAC	1.51
	HEWLETT PACKARD		FINANCE-GENL	7.69
	HEWLETT PACKARD		ENGR-GENL	21.95
	HEWLETT PACKARD		COMPUTER SERVICES	45.70
	HEWLETT PACKARD		FINANCE-GENL	72.40
	HEWLETT PACKARD		WATER QUAL TREATMENT	156.04
167017	HOME DEPOT USA	SUPPLIES	ER&R	1,129.05
167018	ICONIX WATERWORKS	BRASS COMPONENTS	WATER/SEWER OPERATION	4,511.05
167019	INTERMOUNTAIN LOCK	PADLOCKS	ER&R	225.01
	INTERMOUNTAIN LOCK		ER&R	225.01
167020	INTERSTATE BATTERY	BATTERIES	ER&R	559.17
167021	INTL ASSOC CHIEFS	SUBSCRIPTION	POLICE ADMINISTRATION	1,225.00
167022	IRON DIAMOND MEDIA	ADVERTISING - NOVEMBER2023	OPERA HOUSE	450.00
	IRON DIAMOND MEDIA	ADVERTISING - SPRING/SUMMER 2024	OPERA HOUSE	1,600.00
167023	J & B TOOLS, LLC	SUPPLIES, TOOLS	EQUIPMENT RENTAL	360.99
167024	JOHNSTON, ROSS	EXPENSE REIMBURSEMENT	SOLID WASTE OPERATIONS	20.00
167025	JULZ ANIMAL HOUZ	DOG FOOD	K9 PROGRAM	18.75
	JULZ ANIMAL HOUZ		K9 PROGRAM	24.07
167026	KAR GOR INC	SPARE POWER SUPPLIES	TRANSPORTATION	2,131.12
167027	KARI ERICKSEN & JASON	UTILITY REFUND	WATER/SEWER OPERATION	54.94
167028	KARI ERICKSEN & JASON		WATER/SEWER OPERATION	54.94
167029	KARPEL SOLUTIONS	MISC. INVOICES	LEGAL - PROSECUTION	2,378.09
	KARPEL SOLUTIONS	LICENSES, SUPPORT	LEGAL - PROSECUTION	41,040.40
167030	KC & MC LLC	REFUND - BUSINESS LICENSE	GENL FUND BUS LIC &	65.00
167031	KENDALL CHEVROLET	STARTER	ER&R	463.46
167032	KEYSTONE LAND LLC	UTILITY REFUND	WATER/SEWER OPERATION	1,382.92
167033	LAKESIDE INDUSTRIES	ASPHALT	ROADWAY MAINTENANCE	1,222.22
167034	LARSEN, BRIDGETTE	COUNCIL MEETING EASEL	EXECUTIVE ADMIN	22.96
	LARSEN, BRIDGETTE	NECESSARY FLIGHT CHANGE	EXECUTIVE ADMIN	52.90
167035	LIGHTING GROUP, THE	GALV ROD	TRANSPORTATION	4,751.25
167036	LITHO CRAFT INC	WINTER POSTCARDS 2023	RECREATION SERVICES	4,952.67
167037	LOWES HIW INC	SUPPLIES	PARK & RECREATION FAC	38.35
167038	MARYSVILLE AWARDS		COMMUNITY EVENTS	159.89
167039	MARYSVILLE, CITY OF	6302 152 ST NE	PARK & RECREATION FAC	49.95
	MARYSVILLE, CITY OF	15524 SMOKEY POINT BLVD	PARK & RECREATION FAC	224.76
	MARYSVILLE, CITY OF	6621 GROVE ST IRRIGATION	PARK & RECREATION FAC	263.85
	MARYSVILLE, CITY OF	2323 172 ST NE IRRIGATION	ROADWAY MAINTENANCE	300.48
	MARYSVILLE, CITY OF	6302 152 ST NE IRRIGATION	PARK & RECREATION FAC	409.73
	MARYSVILLE, CITY OF	1010 BEACH AVE	PARK & RECREATION FAC	420.31
167040	MATERIALS TESTING &	SOILS COMPACTION TESTING SERVICE	CAPITAL EXPENDITURES	363.75
167041	MICHELS CORPORATION	UTILITY REFUND	WATER/SEWER OPERATION	513.14

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 12/20/2023 TO 12/20/2023

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
167042	MIZELL, TARA	EMPLOYEE RECOGNITION	PERSONNEL ADMINISTRATION	128.76
167043	MUNIYANDI, MERVIN	UTILITY REFUND	GARBAGE	198.44
167044	MURRAY, DONNA	UTILITY REFUND	WATER/SEWER OPERATION	43.16
167045	NAPA AUTO PARTS	FUEL FILTERS	ER&R	36.54
	NAPA AUTO PARTS	SOLUTION	ER&R	82.12
	NAPA AUTO PARTS	AIR FILTERS	ER&R	241.56
167046	NATIONAL BARRICADE	SIGNS	TRANSPORTATION	254.75
	NATIONAL BARRICADE		TRAFFIC CONTROL DEVICES	3,939.06
167047	NAZARCHUK, BOGDAN	REFUND - ELECTRICAL PERMIT	COMMUNITY DEVELOPMENT	112.00
167048	NCSI	BACKGROUND SCREENING	PERSONNEL ADMINISTRATION	74.00
	NCSI		PERSONNEL ADMINISTRATION	74.00
167049	NELSON PETROLEUM	BOTTLES	ER&R	405.78
167050	NELSON, LANDON T	UTILITY REFUND	WATER/SEWER OPERATION	90.48
167051	NOREGON SYSTEMS	SOFTWARE SUBSCRIPTION RENEWAL	EQUIPMENT RENTAL	2,405.71
167052	NORTH SOUND EMERG	INMATE EMERGENCY CARE - WYCOUGH	DETENTION & CORRECTION	835.00
167053	NORTH SOUND MEDIA	RADIO ADVERTISING - NOV 2023	OPERA HOUSE	600.00
167054	NORTHWESTERN AUTO	PAINTED HITE DOORS - P220	EQUIPMENT RENTAL	1,770.64
167055	ODP BUSINESS SOLUTIO	OFFICE SUPPLIES	CITY CLERK	14.22
	ODP BUSINESS SOLUTIO		LEGAL-GENL	53.45
	ODP BUSINESS SOLUTIO		LEGAL - PROSECUTION	86.29
167056	OLASON, MONICA	INSTRUCTOR SERVICE	RECREATION SERVICES	210.00
	OLASON, MONICA	INSTRUCTOR PAYMENT	RECREATION SERVICES	489.60
167057	OREILLY AUTO PARTS	ALTERNATOR ASSEMBLY - J021	EQUIPMENT RENTAL	277.41
167058	PALAMERICAN SECURITY	SECURITY SERVICE - SEPT 2023	PROBATION	1,148.70
	PALAMERICAN SECURITY		MUNICIPAL COURTS	3,446.10
167059	PAPE MACHINERY	FUEL FILTER	ER&R	249.04
167060	PAPE MACHINERY	GASKET - J042	EQUIPMENT RENTAL	56.47
167061	PARAGON HEATING	REFUND - MECHANICAL PERMIT	NON-BUS LICENSES AND	25.00
167062	PERTEET ENGINEERING	RIVERWALK BROWNFIELDS REDEVELOPMENT	CAPITAL EXPENDITURES	6,125.69
167063	PGC INTERBAY LLC	REIMBURSEMENT TO GOLF	MAINTENANCE	37.58
	PGC INTERBAY LLC		MAINTENANCE	46.88
	PGC INTERBAY LLC		MAINTENANCE	84.92
	PGC INTERBAY LLC		PRO-SHOP	93.79
	PGC INTERBAY LLC		MAINTENANCE	95.00
	PGC INTERBAY LLC		PRO-SHOP	158.55
	PGC INTERBAY LLC		MAINTENANCE	302.79
	PGC INTERBAY LLC		PRO-SHOP	491.11
	PGC INTERBAY LLC		MAINTENANCE	558.90
	PGC INTERBAY LLC		PRO-SHOP	1,030.00
	PGC INTERBAY LLC		GOLF COURSE	1,056.49
	PGC INTERBAY LLC		PRO-SHOP	1,109.00
	PGC INTERBAY LLC		PRO-SHOP	1,393.03
	PGC INTERBAY LLC		MAINTENANCE	1,514.91
	PGC INTERBAY LLC		MAINTENANCE	1,606.71
	PGC INTERBAY LLC		MAINTENANCE	1,614.65
	PGC INTERBAY LLC		MAINTENANCE	1,849.99
	PGC INTERBAY LLC		MAINTENANCE	1,910.50
	PGC INTERBAY LLC	PAYROLL REIMBURSEMENT TO GOLF	PRO-SHOP	10,645.59
	PGC INTERBAY LLC		MAINTENANCE	14,237.52
167064	PLATT ELECTRIC	EG NUT WITHOUT SPRING	WATER RESERVOIRS	84.19
	PLATT ELECTRIC	SPLICES	SOURCE OF SUPPLY	95.19
	PLATT ELECTRIC	SHALLOW ELONGATED HOLES	WATER RESERVOIRS	158.20
	PLATT ELECTRIC	SELF-TEST GFI	STREET LIGHTING	419.86
167065	POCKET PRESS	CRIMINAL BOOKS	POLICE PATROL	521.98

**CITY OF MARYSVILLE
 INVOICE LIST**

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
167066	POLICE & SHERIFFS PR	ID CARD	GENERAL FUND	-1.66
	POLICE & SHERIFFS PR	ID CARD - LOHRKE	GENERAL FUND	-1.66
	POLICE & SHERIFFS PR	ID CARD BEAUPRE	GENERAL FUND	-1.66
	POLICE & SHERIFFS PR	ID CARD	OFFICE OPERATIONS	19.26
	POLICE & SHERIFFS PR	ID CARD - LOHRKE	POLICE PATROL	19.26
	POLICE & SHERIFFS PR	ID CARD BEAUPRE	POLICE PATROL	19.26
167067	PROFORCE LAW ENFORC	WEAPON ACCESSORIES	POLICE PATROL	271.05
	PROFORCE LAW ENFORC	RDS HOLSTERS	POLICE TRAINING-FIREARMS	2,754.25
167068	PROVIDENCE EVERETT M	INMATE EMERGENCY CARE - WYCOUGH	DETENTION & CORRECTION	501.85
	PROVIDENCE EVERETT M	INMATE MEDICAL	DETENTION & CORRECTION	961.53
167069	PROVIDENT ELECTRIC	REFUND - CREDIT CARD FEE	COMMUNITY DEVELOPMENT	22.03
167070	PUD	ACCT #201142098	PARK & RECREATION FAC	9.28
	PUD	ACCT #201346665	SEWER LIFT STATION	24.41
	PUD	ACCT #205195373	PARK & RECREATION FAC	25.20
	PUD	ACCT #204259469	TRAFFIC CONTROL DEVICES	25.99
	PUD	ACCT #204262620	TRAFFIC CONTROL DEVICES	25.99
	PUD	ACCT #204260343	TRAFFIC CONTROL DEVICES	26.77
	PUD	ACCT #220681340	STORM DRAINAGE	26.77
	PUD	ACCT #200501617	TRANSPORTATION	35.04
	PUD	ACCT #200973956	SEWER LIFT STATION	37.22
	PUD	ACCT #223945742	TRAFFIC CONTROL DEVICES	45.24
	PUD	ACCT #202294245	SEWER LIFT STATION	54.22
	PUD	ACCT #203500020	STREET LIGHTING	59.33
	PUD	ACCT #200448801	TRANSPORTATION	70.68
	PUD	ACCT #200660439	STREET LIGHTING	74.91
	PUD	ACCT #202303301	SEWER LIFT STATION	80.48
	PUD	ACCT #203996343	STREET LIGHTING	88.70
	PUD	ACCT #222664310	TRANSPORTATION	88.95
	PUD	ACCT #221115934	MAINT OF GENL PLANT	92.53
	PUD	ACCT #222664740	TRANSPORTATION	101.51
	PUD	ACCT #201909637	SEWER LIFT STATION	107.61
	PUD	ACCT #203291216	GENERAL	154.49
	PUD	ACCT #222663973	TRANSPORTATION	156.31
	PUD	ACCT #201628880	WASTE WATER TREATMENT	193.08
	PUD	ACCT #223013277	AFFORDABLE HOUSING	298.53
	PUD	ACCT #201675634	WASTE WATER TREATMENT	451.63
	PUD	ACCT #220824148	WASTE WATER TREATMENT	466.15
	PUD	ACCT #201617479	CITY HALL	684.16
	PUD	ACCT #201587284	WASTE WATER TREATMENT	878.77
	PUD	ACCT #200021871	COURT FACILITIES	986.56
	PUD	ACCT #202177333	MAINT OF GENL PLANT	988.39
	PUD	ACCT #200824548	MAINT OF GENL PLANT	1,151.56
	PUD	ACCT #201639689	MAINT OF GENL PLANT	1,667.39
	PUD	ACCT #201420635	WASTE WATER TREATMENT	13,966.24
	PUD	ACCT #202075008	WASTE WATER TREATMENT	15,583.93
	PUD	ACCT #201721180	WASTE WATER TREATMENT	29,567.35
167071	PUGET SOUND SECURITY	KEYS	FACILITY MAINTENANCE	35.56
167072	RAVE WIRELESS INC	RAVE ALERT SMS IPT IN	EXECUTIVE ADMIN	96.22
	RAVE WIRELESS INC	RAVE ALERT PLATFORM, SMS OPT IN 2024	EXECUTIVE ADMIN	17,281.26
167073	ROMTEC	ESTIMATE/RETAINAGE - 1	GMA-PARKS	-750.00
	ROMTEC		GMA-PARKS	16,410.00
167074	SAVIBANK	RETAINAGE - TRICO COMPANY	CITY FACILITIES	22,589.78
167075	SCHMIDT FAMILY ELEC	REFUND - ELECTRICAL PERMIT	COMMUNITY DEVELOPMENT	224.00
167076	SCORE	INMATE HOUSING	DETENTION & CORRECTION	13,890.80
167077	SHI INTERNATIONAL	VERTIV RACK CABLE ORGANIZER	COMPUTER SERVICES	109.16

**CITY OF MARYSVILLE
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	SHI INTERNATIONAL	ADOBE PRO LICENSES	OFFICE OPERATIONS	270.37
	SHI INTERNATIONAL	ANTENNAS	IS REPLACEMENT ACCOUNTS	7,670.91
167078	SISKUN POWER EQUIPMENT	BACKPACK BLOWER	SMALL ENGINE SHOP	43.42
	SISKUN POWER EQUIPMENT	POLE PRUNING	SMALL ENGINE SHOP	118.55
167079	SKAGIT SHOOTING RANG	RANGE RENTAL	POLICE TRAINING-FIREARMS	597.30
	SKAGIT SHOOTING RANG		POLICE TRAINING-FIREARMS	597.30
167080	SNO CO BAR ASSOC	2024 MEMBERSHIP FEE - TATUM	LEGAL - PROSECUTION	150.00
	SNO CO BAR ASSOC	LICENSE RENEWAL 2024 - GRIBBLE	LEGAL - PROSECUTION	152.97
167081	SNOHOMISH CO 911	DISPATCH - MEMBER ASSESSMENT	COMMUNICATION CENTER	93,046.58
167082	SOUND PUBLISHING	ORDINANCES - 3298, 3299	CITY CLERK	48.28
167083	SOUND SAFETY	GLOVES	POLICE PATROL	271.09
167084	STATE PATROL	FINGERPRINT ID SERVICES	INTERGOVERNMENTAL	344.50
167085	STRAWBERRY LANES	INSTRUCTOR PAYMENT	RECREATION SERVICES	588.00
167086	TACOMA SCREW PRODUCT	WASHERS, BOLTS, SCREWS, NUTS	EQUIPMENT RENTAL	290.35
167087	TESSCO INC	INVENTORY SUPPLIES	ER&R	567.87
	TESSCO INC		ER&R	632.47
167088	THOMSON REUTERS	SUBSCRIPTION, PRODUCT CHARGES	LEGAL-GENL	469.95
	THOMSON REUTERS		LEGAL - PROSECUTION	469.96
167089	TRAFFIC DATA	MC FOLLOW-UP TRAFFIC STUDY	TRANSPORTATION	840.00
167090	TRICO COMPANIES, LLC	EVIDENCE BUILDING PE3	CITY FACILITIES	-22,589.78
	TRICO COMPANIES, LLC		CAPITAL EXPENDITURES	494,264.12
167091	TXLEY INC	JAIL SUPPLIES	DETENTION & CORRECTION	157.43
	TXLEY INC	LAUNDRY REPAIR	DETENTION & CORRECTION	284.93
	TXLEY INC	JAIL SUPPLIES	DETENTION & CORRECTION	945.11
167092	VECA ELECTRIC & TECH	WIFI POLE INSTALLATION	UTIL ADMIN	4,068.59
167093	VERIZON	WIRELESS SERVICE	PURCHASING/CENTRAL	30.43
	VERIZON		COMMUNITY SERVICES UNIT	40.01
	VERIZON		SEWER MAIN COLLECTION	40.01
	VERIZON		POLICE ADMINISTRATION	71.79
	VERIZON		EQUIPMENT RENTAL	83.62
	VERIZON		FINANCE-GENL	102.83
	VERIZON		EXECUTIVE ADMIN	119.16
	VERIZON		CITY CLERK	126.06
	VERIZON		LEGAL-GENL	131.00
	VERIZON	WIRELESS MODEMS	COMMUNITY SERVICES UNIT	160.06
	VERIZON	WIRELESS SERVICE	POLICE PATROL	200.05
	VERIZON		COMPUTER SERVICES	288.02
	VERIZON		WATER QUAL TREATMENT	290.12
	VERIZON		MUNICIPAL COURTS	330.69
	VERIZON		FACILITY MAINTENANCE	361.96
	VERIZON		PARK & RECREATION FAC	407.60
	VERIZON		RECREATION SERVICES	407.60
	VERIZON		COMMUNITY	490.17
	VERIZON		WATER SUPPLY MAINS	493.26
	VERIZON	WIRELESS MODEMS	POLICE INVESTIGATION	520.28
	VERIZON	WIRELESS SERVICE	STORM DRAINAGE	607.30
	VERIZON		SEWER MAIN COLLECTION	663.81
	VERIZON		SOLID WASTE CUSTOMER	827.07
	VERIZON		GENERAL	1,001.48
	VERIZON		ENGR-GENL	1,727.86
	VERIZON		UTIL ADMIN	2,387.63
	VERIZON	WIRELESS MODEMS	POLICE PATROL	2,721.68
167094	VERUS NORTHWEST	SOFTWARE APPLICATION AND UPGRADE	SOURCE OF SUPPLY	7,630.00
	VERUS NORTHWEST		WASTE WATER TREATMENT	7,630.00

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 12/20/2023 TO 12/20/2023

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
167095	WA AUDIOLOGY SRVCS	OSHA/MSHA HEARING TESTS	POLICE PATROL	6,227.60
167096	WASHINGTON ENERGY SV	REFUND - ELECTRICAL PERMIT	COMMUNITY DEVELOPMENT	112.00
	WASHINGTON ENERGY SV		COMMUNITY DEVELOPMENT	112.00
	WASHINGTON ENERGY SV		COMMUNITY DEVELOPMENT	112.00
	WASHINGTON ENERGY SV		COMMUNITY DEVELOPMENT	112.00
	WASHINGTON ENERGY SV		COMMUNITY DEVELOPMENT	112.00
	WASHINGTON ENERGY SV		COMMUNITY DEVELOPMENT	112.00
167097	WATCH SYSTEMS	RENEWAL OF SERVICE	POLICE INVESTIGATION	626.37
167098	WESTERN SYSTEMS	REPLACEMENT PARTS	TRANSPORTATION	1,337.70
	WESTERN SYSTEMS	TRAFFIC SIGNAL COMPONENTS	TRANSPORTATION	4,374.78
	WESTERN SYSTEMS	PEDESTRIAN STREET SIGNAL	TRANSPORTATION	4,852.12
167099	WET RABBIT EXPRESS	CAR WASHES	EQUIPMENT RENTAL	36.00
	WET RABBIT EXPRESS		POLICE PATROL	208.80
167100	ZARATE-ROURKE, ANDRE	UTILITY REFUND	WATER/SEWER OPERATION	193.17
167101	ZIPLY FIBER	ACCT #3606585292	PERSONNEL ADMINISTRATION	32.18
	ZIPLY FIBER	ACCT #3606589493	POLICE INVESTIGATION	38.70
	ZIPLY FIBER		RECREATION SERVICES	38.70
	ZIPLY FIBER	ACCT #4253357893	SUNNYSIDE FILTRATION	110.99
	ZIPLY FIBER	ACCT #3606585292	MUNICIPAL COURTS	114.13
	ZIPLY FIBER	ACCT #4253357893	SUNNYSIDE FILTRATION	141.27
	ZIPLY FIBER	ACCT #3606575532	OPERA HOUSE	158.09
167102	ZIPLY FIBER	ACCT #3606594037	CITY HALL	102.38
167103	ZIPLY FIBER	LOCAL AND LD LINES	YOUTH SERVICES	8.42
	ZIPLY FIBER		CRIME PREVENTION	8.42
	ZIPLY FIBER		PROPERTY TASK FORCE	8.42
	ZIPLY FIBER		PURCHASING/CENTRAL	8.42
	ZIPLY FIBER		SOLID WASTE CUSTOMER	16.83
	ZIPLY FIBER		FACILITY MAINTENANCE	16.83
	ZIPLY FIBER		CITY CLERK	25.25
	ZIPLY FIBER		LEGAL-GENL	25.25
	ZIPLY FIBER		WATER QUAL TREATMENT	25.25
	ZIPLY FIBER		STORM DRAINAGE	25.25
	ZIPLY FIBER		GIS SERVICES IS	25.25
	ZIPLY FIBER		PARK & RECREATION FAC	33.67
	ZIPLY FIBER		GENERAL	33.67
	ZIPLY FIBER		LEGAL - PROSECUTION	42.08
	ZIPLY FIBER		COMMUNITY SERVICES UNIT	42.09
	ZIPLY FIBER		PERSONNEL ADMINISTRATION	50.50
	ZIPLY FIBER		EQUIPMENT RENTAL	50.50
	ZIPLY FIBER		FINANCE-GENL	75.75
	ZIPLY FIBER		POLICE INVESTIGATION	75.75
	ZIPLY FIBER		RECREATION SERVICES	75.75
	ZIPLY FIBER		UTILITY BILLING	75.75
	ZIPLY FIBER		COMPUTER SERVICES	84.14
	ZIPLY FIBER		WASTE WATER TREATMENT	92.58
	ZIPLY FIBER		OFFICE OPERATIONS	101.00
	ZIPLY FIBER		UTIL ADMIN	101.00
	ZIPLY FIBER		MUNICIPAL COURTS	109.41
	ZIPLY FIBER		EXECUTIVE ADMIN	109.41
	ZIPLY FIBER		POLICE ADMINISTRATION	126.25
	ZIPLY FIBER		COMMUNITY	151.50
	ZIPLY FIBER		DETENTION & CORRECTION	193.58
	ZIPLY FIBER		ENGR-GENL	227.25
	ZIPLY FIBER		POLICE PATROL	479.74
167104	ZIPLY FIBER	FRONTIER POTS LINES	POLICE ADMINISTRATION	46.18

DATE: 12/21/2023
 TIME: 8:36:32AM

**CITY OF MARYSVILLE
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	ZIPLY FIBER		POLICE PATROL	46.61
	ZIPLY FIBER		COMMUNICATION CENTER	46.61
	ZIPLY FIBER		UTILITY BILLING	46.61
	ZIPLY FIBER		GENERAL	46.61
	ZIPLY FIBER		GOLF ADMINISTRATION	46.61
	ZIPLY FIBER		COMMUNITY	93.22
	ZIPLY FIBER		DETENTION & CORRECTION	93.22
	ZIPLY FIBER		OFFICE OPERATIONS	93.22
	ZIPLY FIBER		GOLF ADMINISTRATION	93.22
	ZIPLY FIBER		CITY HALL	139.84
	ZIPLY FIBER		RECREATION SERVICES	186.45
	ZIPLY FIBER		WASTE WATER TREATMENT	233.06
	ZIPLY FIBER		UTIL ADMIN	233.06
167105	ZIPLY FIBER	ACCT #3606594037	CITY HALL	117.20

WARRANT TOTAL: 1,803,967.89

NORTHWEST FIBER, LLC	VOID	CHECK LOST/DAMAGED	165329	\$102.38
NORTHWEST FIBER, LLC	VOID	CHECK LOST/DAMAGED	165907	\$2,524.96
GREGORY BERGEMANN	VOID	INITIATOR ERROR	166748	\$10,784.90
PALAMERICAN SECURITY	VOID	CHECK LOST/DAMAGED	165457	\$4,594.80
LAKE INDUSTRIES, LLC	VOID	INITIATOR ERROR	166893	\$1,222.22

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

WARRANT TOTAL: \$1,784,738.63



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 2, 2024

SUBMITTED BY: Senior Accounting Technician Shannon Early, Finance

ITEM TYPE: Payroll

AGENDA SECTION: **Consent**

SUBJECT: December 22, 2023 Payroll in the Amount of \$2,416,519.51
Paid by EFT Transactions and Check Numbers 35111 through 35126

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 2, 2024

SUBMITTED BY: Accounting Technician Shauna Crane, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: December 27, 2023 Claims in the Amount of \$1,692,589.43
Paid by EFT Transactions and Check Numbers 167106
through 167249

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[122723.rtf.pdf](#)

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 12/27/2023 TO 12/27/2023

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
167106	LICENSING, DEPT OF	DRIVING ABSTRACT - THOMAS	PERSONNEL ADMINISTRATION	15.00
167107	REVENUE, DEPT OF	EXCISE TAX - NOV 2023	COMMUNITY	0.99
	REVENUE, DEPT OF		RECREATION SERVICES	15.61
	REVENUE, DEPT OF		POLICE ADMINISTRATION	38.54
	REVENUE, DEPT OF		WATER/SEWER OPERATION	109.57
	REVENUE, DEPT OF		GOLF ADMINISTRATION	331.42
	REVENUE, DEPT OF		GENERAL FUND	896.60
	REVENUE, DEPT OF		GARBAGE	3,886.10
	REVENUE, DEPT OF		GOLF COURSE	6,237.28
	REVENUE, DEPT OF		STORM DRAINAGE	7,373.25
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	43,471.69
	REVENUE, DEPT OF		UTIL ADMIN	91,969.74
167108	GOVERNMENT PORTFOLIO	INVESTMENT ADVISORY SERVICE	FINANCE-GENL	6,375.00
167109	3M	SCOTCHCAL GRAPHIC FILM	TRANSPORTATION	295.38
167110	911 SUPPLY INC.	UNIFORM - D. ALLEN	POLICE PATROL	32.48
	911 SUPPLY INC.		POLICE PATROL	73.77
	911 SUPPLY INC.	OC SPRAY	POLICE PATROL	109.50
	911 SUPPLY INC.	UNIFORM - AKERS	POLICE PATROL	603.53
	911 SUPPLY INC.	UNIFORM - BEAUPRE	POLICE PATROL	603.53
	911 SUPPLY INC.	UNIFORM - BRAR	POLICE PATROL	603.53
	911 SUPPLY INC.	UNIFORM - MCKENNA	POLICE PATROL	603.53
	911 SUPPLY INC.	UNIFORM - NATTERSTAD	POLICE PATROL	603.53
	911 SUPPLY INC.	UNIFORM - WOOD	POLICE PATROL	603.53
	911 SUPPLY INC.	UNIFORM - FLAHERTY	POLICE PATROL	607.38
	911 SUPPLY INC.	UNIFORM - P. WALTERS	POLICE PATROL	1,067.47
167111	AGAPOV, SERGEY&TATYAN	CONSERVATION REBATE	UTIL ADMIN	50.00
167112	AIRGAS INC.	FILTERS	SEWER LIFT STATION	148.76
167113	ALEXANDER PRINTING	ROUTE BOOK PAGES	SOLID WASTE OPERATIONS	51.98
	ALEXANDER PRINTING	BUSINESS CARDS	ENGR-GENL	76.17
	ALEXANDER PRINTING		STORM DRAINAGE	76.18
	ALEXANDER PRINTING		STORM DRAINAGE	105.20
	ALEXANDER PRINTING	ENVELOPES	UTIL ADMIN	295.48
167114	ALL BATTERY SALES &	ELECTRICAL CONNECTORS	EQUIPMENT RENTAL	60.72
167115	APOLLO MECHANICAL	REFUND - FEES	COMMUNITY DEVELOPMENT	112.00
	APOLLO MECHANICAL		NON-BUS LICENSES AND	187.00
167116	ARAMARK UNIFORM	CUSTODIAL SUPPLIES	CIVIC CENTER	14.24
	ARAMARK UNIFORM		CIVIC CENTER	14.24
	ARAMARK UNIFORM	UNIFORM CLEANING	EQUIPMENT RENTAL	42.11
	ARAMARK UNIFORM		EQUIPMENT RENTAL	42.11
	ARAMARK UNIFORM		EQUIPMENT RENTAL	58.86
	ARAMARK UNIFORM		EQUIPMENT RENTAL	58.86
	ARAMARK UNIFORM	LINEN SERVICE	MEDICAL CLAIMS	70.50
	ARAMARK UNIFORM	CUSTODIAL SUPPLIES	CUSTODIAL SERVICES	125.72
	ARAMARK UNIFORM		CUSTODIAL SERVICES	125.72
	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	137.00
167117	AXON ENTERPRISE INC.	AXON LICENSE	POLICE PATROL	3,276.57
167118	BILLING DOCUMENT SPE	PRINTING SERVICE	UTILITY BILLING	2,272.56
167119	BROOKS, DIANE E	INSTRUCTOR PAYMENT	RECREATION SERVICES	960.00
167120	CARSON-BLAKESLEY, VETTA		RECREATION SERVICES	246.00
167121	CARVER, VICKI		RECREATION SERVICES	819.00
167122	CENTRAL SQUARE TECH	PERMITTING SERVICE	COMMUNITY	360.00
167123	CENTRAL WELDING SUPPLY	CARBON DIOXIDE	WATER/SEWER OPERATION	30.98
	CENTRAL WELDING SUPPLY	SURVEYOR VESTS, SAFETY TAPE	ER&R	49.24
	CENTRAL WELDING SUPPLY	GLOVES	ER&R	55.14
	CENTRAL WELDING SUPPLY	HAND WARMERS	ER&R	80.22

**CITY OF MARYSVILLE
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	CENTRAL WELDING SUPPLY	WATERPROOF RAIN JACKETS	ER&R	92.99
	CENTRAL WELDING SUPPLY	RAIN JACKETS	ER&R	102.56
	CENTRAL WELDING SUPPLY	GLOVES	ER&R	110.28
	CENTRAL WELDING SUPPLY	RAIN PANTS	ER&R	162.98
	CENTRAL WELDING SUPPLY	CAUTION TAPE, EARPLUGS	ER&R	240.24
	CENTRAL WELDING SUPPLY	MESH VEST WITH SAFETY TAPE	ER&R	245.06
	CENTRAL WELDING SUPPLY	RUBBER GLOVES	ER&R	267.02
	CENTRAL WELDING SUPPLY	JACKET WITH FLEECE LINERS	ER&R	343.30
	CENTRAL WELDING SUPPLY	SUPPLIES	ER&R	404.95
167124	CML SECURITY, LLC	CAMERA REPAIR	DETENTION & CORRECTION	90.00
	CML SECURITY, LLC		DETENTION & CORRECTION	180.00
167125	COMMERCIAL FIRE	SPRINKLE SYSTEM INSPECTION	CIVIC CENTER	744.03
167126	CONDYLES, PETER	NLC CONFERENCE	CITY COUNCIL	303.40
167127	COOP SUPPLY	CUSTODIAL MOP SINKS	CUSTODIAL SERVICES	112.05
167128	COPIERS NORTHWEST	PRINTER/COPIER SERVICE	OFFICE OPERATIONS	25.40
	COPIERS NORTHWEST		FINANCE-GENL	25.40
	COPIERS NORTHWEST		WASTE WATER TREATMENT	37.97
	COPIERS NORTHWEST		POLICE PATROL	44.15
	COPIERS NORTHWEST		DETENTION & CORRECTION	44.15
	COPIERS NORTHWEST		MUNICIPAL COURTS	47.24
	COPIERS NORTHWEST		COMMUNITY SERVICES UNIT	52.88
	COPIERS NORTHWEST		DETENTION & CORRECTION	60.31
	COPIERS NORTHWEST		PROBATION	84.49
	COPIERS NORTHWEST		PROPERTY TASK FORCE	87.84
	COPIERS NORTHWEST		WASTE WATER TREATMENT	108.61
	COPIERS NORTHWEST		GENERAL	109.63
	COPIERS NORTHWEST		UTIL ADMIN	109.63
	COPIERS NORTHWEST		COMPUTER SERVICES	162.34
	COPIERS NORTHWEST		FINANCE-GENL	162.34
	COPIERS NORTHWEST		ENGR-GENL	162.35
	COPIERS NORTHWEST		COMMUNITY	172.24
	COPIERS NORTHWEST		UTILITY BILLING	172.24
	COPIERS NORTHWEST		DETENTION & CORRECTION	200.98
	COPIERS NORTHWEST		RECREATION SERVICES	229.60
	COPIERS NORTHWEST		POLICE PATROL	242.19
	COPIERS NORTHWEST		UTIL ADMIN	246.17
	COPIERS NORTHWEST		LEGAL - PROSECUTION	263.09
	COPIERS NORTHWEST		POLICE INVESTIGATION	266.02
	COPIERS NORTHWEST		PERSONNEL ADMINISTRATION	274.68
	COPIERS NORTHWEST		POLICE INVESTIGATION	280.05
	COPIERS NORTHWEST		MUNICIPAL COURTS	281.85
	COPIERS NORTHWEST		EXECUTIVE ADMIN	291.18
	COPIERS NORTHWEST		UTIL ADMIN	319.31
	COPIERS NORTHWEST		RECREATION SERVICES	344.49
	COPIERS NORTHWEST		OFFICE OPERATIONS	849.32
167129	COUNTRY GREEN TURF	SOD	GMA-PARKS	1,062.72
167130	CRYSTAL SPRINGS	WATER SERVICE	RECREATION SERVICES	81.18
	CRYSTAL SPRINGS		POLICE PATROL	100.00
	CRYSTAL SPRINGS		OFFICE OPERATIONS	100.00
	CRYSTAL SPRINGS		POLICE INVESTIGATION	100.00
	CRYSTAL SPRINGS		DETENTION & CORRECTION	162.95
167131	DAVID EVANS & ASSOC	PROFESSIONAL SERVICE	CAPITAL EXPENDITURES	251.10
	DAVID EVANS & ASSOC		CAPITAL EXPENDITURES	1,014.30
167132	DAY WIRELESS SYSTEMS	CALIBRATIONS	POLICE PATROL	2,253.64

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167133	DELL	LAPTOP, DESKTOP PC	POLICE PATROL	2,350.00
	DELL		SOURCE OF SUPPLY	2,350.00
	DELL		IS REPLACEMENT ACCOUNTS	21,591.87
167134	DELTA SAFETY	ASBESTOS CEMENT CERTIFICATION	UTIL ADMIN	125.00
	DELTA SAFETY		MAINT OF GENL PLANT	1,250.00
167135	DICKS TOWING	TOWING 23-65978	POLICE PATROL	77.54
	DICKS TOWING	TOWING - J006	EQUIPMENT RENTAL	502.44
167136	DK SYSTEMS, INC.	REFUND - ELECTRICAL PERMIT	COMMUNITY DEVELOPMENT	224.00
167137	DOBBS PETERBILT	GASKET, O-RING - J042	EQUIPMENT RENTAL	8.34
	DOBBS PETERBILT		EQUIPMENT RENTAL	30.18
	DOBBS PETERBILT	VALVE COVER GASKET - J042	EQUIPMENT RENTAL	55.06
	DOBBS PETERBILT	LOWER RADIATOR HOSE - J024	EQUIPMENT RENTAL	146.72
	DOBBS PETERBILT	HEATER BLOWER FAN - J030	EQUIPMENT RENTAL	483.45
	DOBBS PETERBILT	AIR DRYER ASSEMBLY - J042	EQUIPMENT RENTAL	588.70
	DOBBS PETERBILT	GASKET, O-RING - J042	EQUIPMENT RENTAL	681.78
	DOBBS PETERBILT	GLASS, GRAB HANDLE - J042	EQUIPMENT RENTAL	953.97
	DOBBS PETERBILT	WINDSHIELD DEFROST FAN	SOLID WASTE OPERATIONS	2,138.20
167138	E&E LUMBER	POLY HOSE	CUSTODIAL SERVICES	3.66
	E&E LUMBER	EVOPEX ADAPTER	WASTE WATER TREATMENT	8.74
	E&E LUMBER	LIQUID TAPE SPRAY	PARK & RECREATION FAC	22.67
	E&E LUMBER	CUSTODIAL SUPPLIES	CUSTODIAL SERVICES	25.16
	E&E LUMBER	DOUGLAS FIR	PARK & RECREATION FAC	29.41
	E&E LUMBER	QUICK CONNECTOR	CUSTODIAL SERVICES	31.92
	E&E LUMBER	RED POWDER LOADS	TRANSPORTATION	37.79
	E&E LUMBER	TREATED WOOD	PARK & RECREATION FAC	73.33
	E&E LUMBER	CUSTODIAL MOP SINKS	CUSTODIAL SERVICES	77.60
	E&E LUMBER	CLIPS, HOSE	CIVIC CENTER	85.28
	E&E LUMBER	PLASTIC PAILS	METER READING	95.42
	E&E LUMBER	WINDOW LEAK REPAIR	UTIL ADMIN	100.77
	E&E LUMBER	SUPPLIES	WASTE WATER TREATMENT	133.35
	E&E LUMBER	DOUGLAS FIR, FASTENERS, PAINT	PARK & RECREATION FAC	207.70
	E&E LUMBER	PLYWOOD, STEAKS, CAUTION TAPE	PARK & RECREATION FAC	255.68
167139	ECOLOGY, DEPT. OF	DAM SAFETY INSPECTION	STORM DRAINAGE	881.00
167140	EVERETT HYDRAULICS	HYDRAFORCE COILS	ER&R	149.73
167141	EVERETT, CITY TREAS	WATER FILTRATION SERVICE	SOURCE OF SUPPLY	211,754.72
167142	EWING IRRIGATION	PLUGS FOR CHRISTMAS LIGHTS	COMMUNITY EVENTS	82.43
	EWING IRRIGATION	WIRE, VALVE BOX	GMA-PARKS	511.66
167143	FELLOWSHIP CHRISTIAN	REFUND - DEPOSIT	GENERAL FUND	250.00
167144	FERGUSON ENTERPRISES	WATER METERS	METER READING	4,988.83
167145	FIRESTONE	TIRES - V019	EQUIPMENT RENTAL	503.60
167146	FOOT WORKS	INSTRUCTOR PAYMENT	RECREATION SERVICES	400.00
167147	FOX, KIRA	REFUND - BELLY DANCE	PARKS-RECREATION	36.00
167148	GHUMAN, AMANDEEP	REFUND - BASKETBALL	PARKS-RECREATION	95.00
167149	GIESBRECHT, BRADFORD	INSTRUCTOR PAYMENT	RECREATION SERVICES	180.00
167150	GILL, LARRY	CONSERVATION REBATE	UTIL ADMIN	50.00
167151	GRAVES, JOHN	REFUND - PARADE REGISTRATION	RECREATION SERVICES	15.00
167152	GRAY AND OSBORNE	PROFESSIONAL SERVICE	SURFACE WATER CAPITAL	4,047.20
167153	GREEN DOT CONCRETE	CONCRETE	SIDEWALK MAINTENANCE	316.39
167154	GREENHAUS PORTABLE	PORTABLE RESTROOM RENTAL	COMMUNITY EVENTS	655.00
167155	GUNDERSON, JARL	LEOFF I - MEDICAL REIMBURSEMENT	POLICE ADMINISTRATION	111.80
	GUNDERSON, JARL		POLICE ADMINISTRATION	329.80
167156	HA, ELIZABETH JEAN	INSTRUCTOR PAYMENT	RECREATION SERVICES	719.40
167157	HATCH, BRIANNA	REFUND - BIRTHDAY BARN RENTAL	PARKS-RECREATION	115.00
167158	HDR ENGINEERING	PROFESSIONAL SERVICE	GMA - STREET	2,256.04
	HDR ENGINEERING		GMA - STREET	3,404.24

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167159	HENLEY, LAURA	INSTRUCTOR PAYMENT	RECREATION SERVICES	1,768.80
	HENLEY, LAURA		RECREATION SERVICES	1,771.20
167160	HENNIG, JEANINE TULL		RECREATION SERVICES	284.40
	HENNIG, JEANINE TULL		RECREATION SERVICES	453.60
167161	HERC RENTALS INC.	BOOM RENTAL	PARK & RECREATION FAC	2,110.02
167162	HONCOOP, JAMES & ROX	CONSERVATION REBATE	UTIL ADMIN	50.00
167163	HUDSON, SALLY	INSTRUCTOR PAYMENT	RECREATION SERVICES	117.00
167164	JAMES, MARK	NLC CONFERENCE	CITY COUNCIL	303.40
167165	JULZ ANIMAL HOUZ	DOG FOOD	K9 PROGRAM	6.73
	JULZ ANIMAL HOUZ	K-9 SUPPLIES	K9 PROGRAM	33.05
167166	KAMINS CONSTRUCTION	MINOR CHANGES, OVERRUNS	GMA - STREET	646,562.40
167167	KEGLEY, JILL	CONSERVATION REBATE	UTIL ADMIN	50.00
167168	KULISHOV, PHILIP	REFUND - RENTAL DEPOSIT	GENERAL FUND	250.00
167169	KUNG FU 4 KIDS	INSTRUCTOR PAYMENT	RECREATION SERVICES	540.00
167170	LAKEWOOD SCHOOL DIST.		RECREATION SERVICES	1,110.00
	LAKEWOOD SCHOOL DIST.		RECREATION SERVICES	1,750.00
167171	LASTING IMPRESSIONS	UNIFORM - MAJERUS	CUSTODIAL SERVICES	5.47
	LASTING IMPRESSIONS	UNIFORM - LINDBERG	CUSTODIAL SERVICES	19.69
	LASTING IMPRESSIONS	UNIFORM - HAYES	CUSTODIAL SERVICES	204.27
167172	LES SCHWAB TIRE CTR	TRACTION CAP DRIVE AXLE TIRE	ER&R	246.73
	LES SCHWAB TIRE CTR	TRACTION CAP	ER&R	523.00
	LES SCHWAB TIRE CTR	TIRES	ER&R	2,003.38
167173	LEXISNEXIS RISK	INVESTIGATIVE TOOL	POLICE INVESTIGATION	196.28
167174	LIMITLESS PLUMBING	SEWER SERVICE	CIVIC CENTER	601.70
167175	LOWES HIW INC.	CREDIT ON #399541672	WASTE WATER TREATMENT	-2.65
	LOWES HIW INC.	TOPSOIL	WATER SERVICES	173.13
167176	LUMIO HX, INC.	REFUND - ELECTRICAL PERMIT	COMMUNITY DEVELOPMENT	672.00
167177	MARTIN, BECKIE	CONSERVATION REBATE	UTIL ADMIN	50.00
167178	MARYSVILLE AWARDS	CITIZEN AWARDS	POLICE ADMINISTRATION	171.54
167179	MASTER STAMP CONCRETE	REFUND HYDRANT FEE/DEPOSIT	WATER-UTILITIES/ENVIRONMN	-50.00
	MASTER STAMP CONCRETE		WATER/SEWER OPERATION	1,150.00
167180	MATCO TOOLS	BATTERY PACKS	EQUIPMENT RENTAL	612.53
167181	MCCLURE & SONS, INC.	PROFESSIONAL SERVICE	SEWER CAPITAL PROJECTS	50,044.42
167182	MCMaster-CARR	BRASS FITTINGS	WASTE WATER TREATMENT	284.34
167183	MENDOZA, TERESA TINA	INSTRUCTOR PAYMENT	RECREATION SERVICES	132.00
	MENDOZA, TERESA TINA		RECREATION SERVICES	300.00
167184	MORSE WATCHMANS	JAIL SUPPLIES	DETENTION & CORRECTION	259.30
167185	MOTOR TRUCKS	FUEL FILTERS	ER&R	410.38
	MOTOR TRUCKS	LED LIGHTS	ER&R	984.49
167186	MOUNT, HERMAN	LEOFF I - MEDICAL REIMBURSEMENT	POLICE ADMINISTRATION	494.70
167187	MOUNTAIN MIST	WATER COOLER/BOTTLED WATER	WASTE WATER TREATMENT	6.29
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	6.29
	MOUNTAIN MIST		SEWER MAIN COLLECTION	6.29
	MOUNTAIN MIST		SEWER MAIN COLLECTION	19.14
	MOUNTAIN MIST		WASTE WATER TREATMENT	19.15
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	19.15
167188	MPAC	INSTRUCTOR PAYMENT	RECREATION SERVICES	464.40
167189	NAPA AUTO PARTS	ANTIFREEZE	SEWER LIFT STATION	28.42
	NAPA AUTO PARTS	PLATINUM KIT - J073	POLICE PATROL	30.91
	NAPA AUTO PARTS	SPLIT WIRE LOOM - J024	EQUIPMENT RENTAL	42.35
	NAPA AUTO PARTS		EQUIPMENT RENTAL	172.85
	NAPA AUTO PARTS	BRAKE ROTOR - V033	EQUIPMENT RENTAL	242.12
	NAPA AUTO PARTS	AIR FILTERS	ER&R	567.63
167190	NATIONAL BARRICADE	SIGNS	STORM DRAINAGE	2,045.63

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167191	NEW RESTORATION	CCTV MAINTENANCE	SEWER MAIN COLLECTION	1,773.65
167192	NORSTAR INDUSTRIES	PLOW BLADES	ER&R	11,637.97
167193	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WATER FILTRATION PLANT	951.00
167194	NW DIRT RENTALS	EQUIPMENT RENTAL	ROADWAY MAINTENANCE	1,215.90
167195	OREILLY AUTO PARTS	CREDIT FOR INV# 2843-173268	EQUIPMENT RENTAL	-109.40
	OREILLY AUTO PARTS	COOLANT RESERVOIR CAP - V018	EQUIPMENT RENTAL	9.22
	OREILLY AUTO PARTS	BELT FOR VEHICLE	WATER FILTRATION PLANT	12.74
	OREILLY AUTO PARTS	SUPPLIES	WATER FILTRATION PLANT	18.00
	OREILLY AUTO PARTS	RELAY, SERPENTINE BELT - V001	EQUIPMENT RENTAL	22.09
	OREILLY AUTO PARTS	WINDOW MOTOR/ASSEMBLY - 966	EQUIPMENT RENTAL	113.87
	OREILLY AUTO PARTS	SERPENTINE BELTS - V010	EQUIPMENT RENTAL	142.24
	OREILLY AUTO PARTS	FILTERS	EQUIPMENT RENTAL	188.06
	OREILLY AUTO PARTS	PARTS - V019	EQUIPMENT RENTAL	206.07
	OREILLY AUTO PARTS	BRAKE HARDWARE KIT - V019	EQUIPMENT RENTAL	206.10
	OREILLY AUTO PARTS	PARTS - V005	EQUIPMENT RENTAL	1,015.93
167196	OTAK	PROFESSIONAL SERVICE	GMA - STREET	28,244.22
167197	PACIFIC PARTY CANOPI	TENT DAMAGE	COMMUNITY EVENTS	36.18
167198	PACIFIC POWER BATTER	EMERGENCY LIGHT	UTIL ADMIN	9.50
167199	PACIFIC TOPSOILS	TREE DEBRIS	ROADSIDE VEGETATION	296.40
	PACIFIC TOPSOILS		ROADSIDE VEGETATION	296.40
	PACIFIC TOPSOILS		ROADSIDE VEGETATION	296.40
	PACIFIC TOPSOILS		ROADSIDE VEGETATION	296.40
167200	PH CONSULTING LLC	PROFESSIONAL SERVICE	GMA - STREET	918.75
167201	PIKE, TRAVIS	ROAD/STREET CONFERENCE	TRAINING	70.80
167202	PLATT ELECTRIC	FITTINGS	GMA-PARKS	13.19
	PLATT ELECTRIC	PVC ELBOW, COUPLING	GMA-PARKS	18.36
	PLATT ELECTRIC	CONDUIT, FITTING	GMA-PARKS	144.92
	PLATT ELECTRIC	LIGHTS	GMA-PARKS	169.49
	PLATT ELECTRIC	PARTS, OUTLETS	GMA-PARKS	174.51
	PLATT ELECTRIC	LIGHTS	GMA-PARKS	180.28
	PLATT ELECTRIC	SUPPLIES	GMA-PARKS	553.06
	PLATT ELECTRIC	CONDUIT, FITTINGS	GMA-PARKS	622.73
	PLATT ELECTRIC	SUPPLIES	COMMUNITY EVENTS	711.48
	PLATT ELECTRIC		GMA-PARKS	958.61
	PLATT ELECTRIC		GMA-PARKS	966.54
	PLATT ELECTRIC		GMA-PARKS	1,228.94
	PLATT ELECTRIC		GMA-PARKS	1,296.01
167203	POLICE & SHERIFFS PR	ID CARD	GENERAL FUND	-1.66
	POLICE & SHERIFFS PR	ID CARD	GENERAL FUND	-1.66
	POLICE & SHERIFFS PR	ID CARD	DETENTION & CORRECTION	19.26
	POLICE & SHERIFFS PR	ID CARDS	OFFICE OPERATIONS	19.26
167204	POTTERY NOOK, THE	INSTRUCTOR PAYMENT	RECREATION SERVICES	174.00
167205	PROTOCOL PLUMBING	PIPE SERVICE	WATER FILTRATION PLANT	356.15
	PROTOCOL PLUMBING	SERVICE FOR 1095 ALDER AVE	FACILITY REPLACEMENT	474.03
167206	PUBLIC SAFETY TESTING	TESTING FEES	DETENTION & CORRECTION	139.00
	PUBLIC SAFETY TESTING		POLICE PATROL	319.00
	PUBLIC SAFETY TESTING		POLICE ADMINISTRATION	1,496.00
167207	PUD	ACCT #223806431	SEWER LIFT STATION	10.05
	PUD	ACCT #205136245	SEWER LIFT STATION	17.49
	PUD	ACCT #202461026	MAINT OF GENL PLANT	26.77
	PUD	ACCT #201065281	PARK & RECREATION FAC	27.44
	PUD	ACCT #202012589	PARK & RECREATION FAC	29.74
	PUD	ACCT #202476438	SEWER LIFT STATION	33.67
	PUD	ACCT #201668043	PARK & RECREATION FAC	33.85
	PUD	ACCT #221192545	PUBLIC SAFETY BLDG	36.26

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	PUD	ACCT #202426482	PUBLIC SAFETY BLDG	47.72
	PUD	ACCT #223919549	STREET LIGHTING	48.63
	PUD	ACCT #202794657	TRANSPORTATION	52.04
	PUD	ACCT #202524690	PUMPING PLANT	54.81
	PUD	ACCT #203430897	STREET LIGHTING	58.04
	PUD	ACCT #203199732	TRANSPORTATION	59.80
	PUD	ACCT #200571842	TRANSPORTATION	61.58
	PUD	ACCT #223154923	STREET LIGHTING	63.33
	PUD	ACCT #203005160	STREET LIGHTING	63.85
	PUD	ACCT #202368544	TRANSPORTATION	66.84
	PUD	ACCT #202694337	TRANSPORTATION	70.71
	PUD	ACCT #202175956	TRAFFIC CONTROL DEVICES	77.20
	PUD	ACCT #223514563	TRANSPORTATION	78.26
	PUD	ACCT #223735101	STREET LIGHTING	87.94
	PUD	ACCT #223764663	SEWER LIFT STATION	96.40
	PUD	ACCT #222772634	TRANSPORTATION	102.05
	PUD	ACCT #200084036	TRANSPORTATION	111.86
	PUD	ACCT #202011813	PUMPING PLANT	119.02
	PUD	1094 CEDAR AVE	FIRE ADMIN	136.43
	PUD	ACCT #202368551	PARK & RECREATION FAC	153.88
	PUD	ACCT #222025900	PUMPING PLANT	171.91
	PUD	ACCT #203223458	PARK & RECREATION FAC	176.87
	PUD	ACCT #205419765	PUBLIC SAFETY BLDG	233.85
	PUD	ACCT #200070449	TRANSPORTATION	261.88
	PUD	ACCT #220761175	OPERA HOUSE	300.49
	PUD	ACCT #202000329	PARK & RECREATION FAC	302.81
	PUD	ACCT #202309720	TRAFFIC CONTROL DEVICES	308.79
	PUD	ACCT #200625382	SEWER LIFT STATION	314.34
	PUD	ACCT #201247699	STREET LIGHTING	326.53
	PUD	ACCT #201021607	PARK & RECREATION FAC	337.43
	PUD	ACCT #204821227	TRAFFIC CONTROL DEVICES	352.25
	PUD	ACCT #201021698	PARK & RECREATION FAC	382.41
	PUD	ACCT #200586485	SEWER LIFT STATION	1,342.46
	PUD	ACCT #221320088	SUNNYSIDE FILTRATION	4,089.22
167208	RH2 ENGINEERING INC.	PROFESSIONAL SERVICE	SEWER CAPITAL PROJECTS	7,962.39
	RH2 ENGINEERING INC.		SEWER CAPITAL PROJECTS	10,838.89
167209	RUTKOWSKI, SIERRA	MILEAGE REIMBURSEMENT	PERSONNEL ADMINISTRATION	74.02
167210	SCOTT, ROBERT	CDL RENEWAL	EQUIPMENT RENTAL	136.00
167211	SEATOWN ELECTRIC	REFUND - PLUMBING PERMIT	NON-BUS LICENSES AND	45.50
167212	SIGMAN, MICHAEL	LEOFF 1 - PREMIUM REIMBURSEMENT	POLICE ADMINISTRATION	989.40
167213	SISKUN POWER EQUIPMENT	PUSH MOWER - 899P	SMALL ENGINE SHOP	82.57
167214	SKAGIT SHOOTING RANG	RANGE RENTAL	POLICE TRAINING-FIREARMS	597.30
	SKAGIT SHOOTING RANG		POLICE TRAINING-FIREARMS	597.30
167215	SNO CO CHAPTER OF	INSTRUCTOR PAYMENT	RECREATION SERVICES	534.00
167216	SNO CO PUBLIC WORKS	FRANCHISE AGREEMENT FEE	UTIL ADMIN	79.16
	SNO CO PUBLIC WORKS		UTIL ADMIN	79.17
	SNO CO PUBLIC WORKS		STORM DRAINAGE	79.17
167217	SNO CO PUBLIC WORKS	SOLID WASTE/STREET SWEEPING	STORM DRAINAGE	10,111.00
	SNO CO PUBLIC WORKS		SOLID WASTE OPERATIONS	238,742.00
167218	SNO CO TREASURER	CRIME VICTIM/WITNESS FUNDS	CRIME VICTIM	796.61
167219	SNO CO TREASURER		CRIME VICTIM	503.54
167220	SNO CO TREASURER	INMATE HOUSING - NOV 2023	DETENTION & CORRECTION	80,420.20
167221	SOLID WASTE SYSTEMS	IFM MODULE - J067	EQUIPMENT RENTAL	994.30
167222	SONITROL	FIRE SYSTEM INSTALLATION	GENERAL FUND	-325.00

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167222	SONITROL	MONITORING LATE FEES	UTIL ADMIN	46.61
	SONITROL	FIRE SYSTEM INSTALLATION	UTIL ADMIN	75.49
	SONITROL		FACILITY REPLACEMENT	3,555.50
167223	SOUND SAFETY	JACKETS	PURCHASING/CENTRAL	121.43
167224	SPRAGUE PEST SOLUTION	RODENT EXTERIOR SERVICE	MAINT OF GENL PLANT	153.16
167225	SPRINGBROOK NURSERY	GRAVEL	PARK & RECREATION FAC	130.55
167226	SUMMIT LAW GROUP	LABOR RELATIONS	PERSONNEL ADMINISTRATION	675.00
	SUMMIT LAW GROUP		PERSONNEL ADMINISTRATION	1,260.00
167227	SUPERIOR RESTROOMS	SERVICE, HC UNIT RENTAL	PARK & RECREATION FAC	420.00
167228	THE HAPPY TEACHER	INSTRUCTOR PAYMENT	RECREATION SERVICES	233.64
167229	THYSSENKRUPP ELEVATO	ELEVATOR MAINTENANCE	CIVIC CENTER	358.95
167230	TRAFFIC SAFETY SUPPL	STORM WATER SIGNS	STORM DRAINAGE	854.60
167231	TRANSPO GROUP	PROFESSIONAL SERVICE	GMA - STREET	133.56
	TRANSPO GROUP		GMA - STREET	581.25
	TRANSPO GROUP		GMA - STREET	806.25
	TRANSPO GROUP		GMA - STREET	2,213.73
167232	TRANSUNION RISK & AL	INVESTIGATIVE TOOL	POLICE INVESTIGATION	489.75
	TRANSUNION RISK & AL		POLICE INVESTIGATION	490.18
167233	TROTTIER, MICHELLE	REFUND - BALLET/TAP DANCE	PARKS-RECREATION	38.00
	TROTTIER, MICHELLE		PARKS-RECREATION	38.00
167234	TXLEY INC	SUPPLIES	DETENTION & CORRECTION	65.42
	TXLEY INC		DETENTION & CORRECTION	498.43
	TXLEY INC		DETENTION & CORRECTION	747.48
167235	ULINE	ALUMINUM SIGN	MAINT OF GENL PLANT	50.95
	ULINE	SUPPLIES	POLICE PATROL	141.59
	ULINE	TRASH CAN	COURT FACILITIES	329.80
167236	VERMEULEN, ADAM	TUITION	POLICE TRAINING-FIREARMS	1,125.00
167237	VIGIL, JOHNNY & KATH	CONSERVATION REBATE	UTIL ADMIN	50.00
167238	VOLUNTEERS OF AMERICA	COLD WEATHER SHELTER - NOV 2023	RENTAL ASSISTANCE	940.50
167239	WA STATE TREASURER	PUBLIC SAFETY & BLDG REVENUE	INTERGOVERNMENTAL	824.00
	WA STATE TREASURER		GENERAL FUND	33,434.77
167240	WA STATE TREASURER		INTERGOVERNMENTAL	768.00
	WA STATE TREASURER		GENERAL FUND	35,559.14
167241	WAXIE SANITARY SUPPLY	KLEENLINE	PARK & RECREATION FAC	1,092.25
167242	WEISER, LISA D	INSTRUCTOR PAYMENT	RECREATION SERVICES	252.00
167243	WETZEL, JAKE	ROAD/STREET CONFERENCE	TRAINING	70.80
167244	WHISTLE WORKWEAR	UNIFORM - LINDBERG	CUSTODIAL SERVICES	138.46
	WHISTLE WORKWEAR	UNIFORM - FULLER	UTIL ADMIN	148.35
	WHISTLE WORKWEAR	UNIFORM - WOOD	GENERAL	163.19
	WHISTLE WORKWEAR	UNIFORM - FULLER	UTIL ADMIN	181.30
	WHISTLE WORKWEAR		UTIL ADMIN	200.00
167245	WHITE CAP CONSTRUCT	STRAIGHT BAR	GENL GVRNMNT SERVICES	48.05
	WHITE CAP CONSTRUCT	CONCRETE TOOLS, BROOMS	SIDEWALK MAINTENANCE	460.96
167246	WINNINGHAM, TAYLOR	INSTRUCTOR PAYMENT	RECREATION SERVICES	109.20
167247	WOLKE, NATHAN	CONSERVATION REBATE	UTIL ADMIN	50.00
167248	ZIPLY FIBER	ACCT #3606583635	UTIL ADMIN	37.71
	ZIPLY FIBER		COMMUNITY	37.71
	ZIPLY FIBER	ACCT #3606577495	STREET LIGHTING	61.61
	ZIPLY FIBER	ACCT #3606588575	STORM DRAINAGE	76.00
167249	ZIPLY FIBER	LOCAL AND LD LINES	YOUTH SERVICES	8.55
	ZIPLY FIBER		CRIME PREVENTION	8.55
	ZIPLY FIBER		PROPERTY TASK FORCE	8.55
	ZIPLY FIBER		STORM DRAINAGE	8.55
	ZIPLY FIBER		PURCHASING/CENTRAL	8.55
	ZIPLY FIBER		SOLID WASTE CUSTOMER	17.28

CITY OF MARYSVILLE
INVOICE LIST
 FOR INVOICES FROM 12/27/2023 TO 12/27/2023

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
	ZIPLY FIBER		FACILITY MAINTENANCE	17.10
	ZIPLY FIBER		CITY CLERK	25.65
	ZIPLY FIBER		LEGAL-GENL	25.65
	ZIPLY FIBER		WATER QUAL TREATMENT	25.65
	ZIPLY FIBER		GIS SERVICES IS	25.65
	ZIPLY FIBER		PARK & RECREATION FAC	34.19
	ZIPLY FIBER		GENERAL	34.19
	ZIPLY FIBER		LEGAL - PROSECUTION	42.74
	ZIPLY FIBER		COMMUNITY SERVICES UNIT	42.74
	ZIPLY FIBER		PERSONNEL ADMINISTRATION	51.29
	ZIPLY FIBER		EQUIPMENT RENTAL	51.29
	ZIPLY FIBER		FINANCE-GENL	76.94
	ZIPLY FIBER		POLICE INVESTIGATION	76.94
	ZIPLY FIBER		RECREATION SERVICES	76.94
	ZIPLY FIBER		UTILITY BILLING	76.94
	ZIPLY FIBER		COMPUTER SERVICES	85.48
	ZIPLY FIBER		MUNICIPAL COURTS	102.58
	ZIPLY FIBER		WASTE WATER TREATMENT	102.58
	ZIPLY FIBER		UTIL ADMIN	102.58
	ZIPLY FIBER		EXECUTIVE ADMIN	111.13
	ZIPLY FIBER		POLICE ADMINISTRATION	119.68
	ZIPLY FIBER		OFFICE OPERATIONS	119.68
	ZIPLY FIBER		COMMUNITY	145.32
	ZIPLY FIBER		DETENTION & CORRECTION	196.62
	ZIPLY FIBER		ENGR-GENL	239.36
	ZIPLY FIBER		POLICE PATROL	487.27

WARRANT TOTAL: 1,692,589.43

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

WARRANT TOTAL: \$1,692,589.43



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 2, 2024

SUBMITTED BY: Engineering Services Manager Ken McIntyre, Public Works

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Supplement Agreement No. 1 to the Professional Services Agreement with RH2 Engineering, Inc., to provide final design for the SR 528 Water Main Replacement Project

SUGGESTED ACTION: Recommended Motion: **(ACTION REQUESTED 1/2)** I move to authorize the Mayor to sign and execute Supplement Agreement No. 1 to the Professional Services Agreement with RH2 Engineering, Inc.

SUMMARY:

The SR 528 Water Main Replacement Project contemplates replacement of existing, antiquated 8-inch and 12-inch ductile iron water main along SR 528 from 67th Ave NE to 83rd Ave NE. Installed approximately thirty years ago, these pipe installations have been found to exhibit a significant degree of corrosion when exposed and examined by City personnel as well as a corrosion engineer. (during repair of two recent water main breaks)

As a result, the City executed a professional services agreement with RH2 this past June, establishing the framework for RH2 to initiate preliminary design for this project. Specifically, the scope of work included topographic surveying, a permitting assessment, establishment of a preferred pipe alignment, and evaluation of pipe material options best-suited for this project.

As that initial phase of work is now drawing to a close, Supplement No. 1 to the existing agreement – attached herein – increases the overall contract amount to \$355,000.00, allowing RH2 to move forward to complete final design.

ATTACHMENTS:

[PSA_Supp 1_Consolidated_rev 2023_12_19.pdf](#)

**SUPPLEMENTAL AGREEMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND RH2 ENGINEERING, 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 RH2 Engineering, Inc., a corporation, organized under the laws of the state of Washington, located and doing business at 22722 29th Dr SE #210, Bothell, WA 98021 (“Consultant”).

WHEREAS, the parties hereto have previously entered into an agreement for preliminary design and permitting assistance on the SR 528 Water Main Replacement Project (the “Original Agreement”), said Original Agreement being dated June 26, 2023; and

WHEREAS, both parties desire to supplement the Original Agreement, by expanding the Scope of Services to provide for final design and bid-phase support, 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 replaced 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 March 31, 2025.

3. Section 3 of the Original Agreement, “COMPENSATION”, is amended to include the additional Consultant fee of \$210,000.00 and shall read as follows: “In no event shall the compensation paid to Consultant under this Agreement exceed \$355,000.00 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	\$145,000.00
<u>Supplemental Agreement No.1</u>	<u>\$210,000.00</u>
Grand Total	\$355,000.00

4. Each and every provision of the Original Agreement for Professional Services dated June 26, 2023, shall remain in full force and effect, except as modified herein.

DATED this _____ day of January, 2024.

CITY OF MARYSVILLE

By _____
Jon Nehring, Mayor

DATED this _____ day of January, 2024.

RH2 ENGINEERING, INC.

By _____
Richard L. Ballard
Its: Director

ATTEST/AUTHENTICATED:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

EXHIBIT A
Scope of Work
Amendment No. 1
City of Marysville
SR 528 Water Main Replacement
Final Design and Services During Bidding
December 2023

Background

The City of Marysville (City) desires to replace existing 8-inch and 12-inch water mains and pressure reducing stations along State Route 528 (SR 528) between 67th Avenue NE and 83rd Avenue NE that are nearing the end of their service life and experiencing corrosion concerns. The City has retained RH2 Engineering, Inc., (RH2) to develop the project design.

In Phase 1, RH2 completed the preliminary design of the water main replacements, including topographic surveying, a permitting assessment, and an evaluation of the preferred alignment and pipe materials. From the preliminary design, the City has chosen to replace approximately 1,800 linear feet (lf) of 8-inch water main and 4,000 lf of 12-inch water main west of the eastern connection near the intersection between SR 528 and 83rd Avenue NE, along with an in-place rehabilitation of one of the pressure reducing valve (PRV) stations at the southwest corner of 76th Avenue NE and SR 528.

This Scope of Work includes Phase 2 final design, permitting, and services during bidding for the segment previously stated. RH2 also will provide coordination with the Washington State Department of Transportation (WSDOT) as a portion of the SR 528 water main currently crosses Munson Creek and is likely to be replaced as part of a culvert replacement project under WSDOT jurisdiction to improve fish passage for the creek.

Phase 3 services during construction will be performed under a separate amendment to be authorized at a later date.

Assumptions

The following assumptions were made when preparing this Scope of Work:

- *RH2 will rely upon the accuracy and completeness of information, data, and materials generated or produced by the City or others in relation to this Scope of Work. RH2 assumes that the entity providing such information to RH2 is either the owner of such information or has obtained written authorization from the owner to distribute said information.*
- *Deliverables will be provided in electronic PDF unless otherwise noted.*

- *RH2 will complete the Phase 2 design services identified herein, but makes no guarantees that the bids received at the time of advertisement will allow for the City to construct all improvements at this time. RH2 will facilitate a bid schedule and/or an approach to bidding that will allow for a varied level of improvement based on the project budget.*

Phase 2 – Final Design and Services During Bidding

Task 1 – Project Management

Objective: Provide coordination of the RH2 project team, including communication with City staff, progress reporting, monthly invoices, and updates to the scope of work, schedule, and budget.

Approach:

- 1.1 Monitor RH2’s scope of work, budget, and schedule. Provide updates and monthly invoices to the City.
- 1.2 Coordinate with the City to facilitate the project’s progress and schedule. Attend progress meetings with City staff as requested. *A total of twelve (12) virtual progress meetings are assumed in the Fee Estimate, in addition to other milestone and review meetings identified elsewhere in this Scope of Work.*
- 1.3 Document and retain information generated during the execution of the project.

Provided by City:

- Attendance at progress meetings.

RH2 Deliverables:

- Monthly invoices.
- Attendance at progress virtual meetings.

Task 2 – Water Main Replacement Design

Objective: Prepare 60- and 90-percent and bid-ready design plans, specifications, and an Engineer’s opinion of probable construction cost (OPCC) for the replacement water main and PRV station based on the preliminary design work performed under Phase 1.

Approach:

- 2.1 Prepare and submit 60-percent design plans, specifications, and OPCC. The 60-percent design plans will include water main plan and profiles, PRV station rehabilitation, connection details, construction staging requirements, and restoration plans. *It is anticipated a Stormwater Pollution Prevention Plan (SWPPP) will be included at this stage of design utilizing RH2’s SWPPP template.* Attend one (1) meeting with the City to review comments following the City’s internal 60-percent review.

- 2.2 Prepare and submit 90-percent design plans, specifications, and OPCC. Connection details and water main shutdown concepts will be developed and included with the submitted plans. Attend one (1) meeting with the City to review comments and discuss final design requirements following the City's internal 90-percent review.
- 2.3 Prepare and submit application materials for a City Right-of-Way (ROW) Permit. Prepare WSDOT Traffic Control Plan for the project. Prepare a Notice of Intent (NOI) to apply for Construction Stormwater General Permit (CSGP) coverage through the Washington State Department of Ecology (Ecology). Assist the City with publication of the NOI and coordination with Ecology for coverage issuance. Assist the City in transferring coverage (Notice of Transfer (NOT)) to the selected contractor(s) for required monitoring and submittal under the CSGP. *The City will pay for permitting related fees directly. No date is warranted or implied for agency response or permit approval.*
- 2.4 Prepare bid-ready design plans and specifications. Perform a detailed in-house quality assurance and quality control (QA/QC) review of the construction design plans and specifications for conformance to the project requirements and City standards. Finalize the OPCC for bidding.

Assumptions:

- *RH2 will utilize the City's standard specifications and tailor them as necessary for this project.*
- *Per coordination with the City's Planning Department, the project is exempt from State Environmental Policy Act (SEPA) review pursuant to Washington Administrative Code (WAC) 197-11-800(23). RH2 assumes no additional SEPA coordination is needed for the project.*
- *ROW Permit application materials will be limited to the permit application form, site plan, traffic control plans, and restoration plans.*
- *Ecology's current CSGP expires December 31, 2025; any project phase(s) that extend beyond this date will require reapplication for CSGP coverage. This Scope of Work assumes one (1) reapplication for National Pollutant Discharge Elimination System (NPDES) CSGP coverage will be needed.*
- *The project does not have a federal nexus, i.e., will not use federal funding, occur on federal lands, involve impacts to federally listed and/or protected habitats or species, or require federal permits.*

Provided by City:

- Attendance at 60- and 90-percent review meetings.
- Timely review comments on 60- and 90-percent design documents.
- Payment of all permit and public notice fees.
- Timely review and comment on draft ROW permit application package, as desired.

RH2 Deliverables:

- 60-percent plans, specifications, and OPCC.
- 90-percent plans, specifications, and OPCC.
- Attendance at 60- and 90-percent review meetings with the City.
- ROW Permit application submitted to the City.
- NPDES CSGP NOI, NOTs, and resubmittal, as requested.
- Bid-ready design plans, specifications, and OPCC.

Task 3 – Potholing Reserve

Objective: Coordinate with Applied Professional Services, Inc., (APS) as a subconsultant to RH2 to perform potholing to assist in the design, as requested by the City.

Approach:

- 3.1 Provide potholing coordination for the project, including review of survey and preliminary design plans to identify pothole locations at potential utility conflicts and connection points for the water main improvements. Coordinate with APS as a subconsultant to RH2 and incorporate potholing data into the design plans. *The City shall provide written authorization to proceed with the supplemental services. It is assumed that there may be up to ten (10) potholes required for this project.*

Task 4 – WSDOT Coordination

Objective: Provide coordination with WSDOT for the portion of the SR 528 water main alignment that is affected by the Munson Creek culvert replacement project for which WSDOT currently is developing request for proposal (RFP) documents.

Approach:

- 4.1 Coordinate with WSDOT to facilitate the project's progress. Attend coordination meetings with WSDOT staff as requested. *A total of four (4) coordination meetings are assumed in the Fee Estimate.* Prepare meeting agendas and minutes.
- 4.2 Provide design services technical support to the City in support of WSDOT's culvert replacement project. This work may include developing technical requirements prior to WSDOT's RFPs being issued, attending design workshops, and reviewing design submittals or contractor requests for information (RFIs) during the project.

Assumptions:

- *RH2's review is intended only to confirm that the provided design meets the technical requirements developed for the project. Review will not consider or evaluate the means and methods of the contractor's design team.*

- *RH2 will perform Task 4 services described up to the amounts included in the attached Fee Estimate. If additional effort is needed, that extra work will be mutually determined by the City and RH2.*
- *At no time shall RH2 be responsible for site safety, contractor's design or construction means and methods, or directing other parties in their work.*

Provided by City:

- Coordination and meeting planning/scheduling with other agencies (WSDOT).
- Electronic copies of WSDOT's selected contractor's design submittals and RFIs.

RH2 Deliverables:

- Attendance at coordination meetings. Meeting agendas and minutes.
- Review and comment on submittal reviews.
- Responses to RFIs.

Task 5 – Services During Bidding

Objective: Assist the City in preparing bid documents and administering bidding for the construction of the SR 528 Water Main Replacement project up to the level of effort identified in the Fee Estimate. *It is anticipated that the advertisement period for this project will be three (3) weeks, with the potential for a one (1) week extension if circumstance warrants.*

Approach:

- 5.1 Prepare Call for Bids and coordinate the timing and placement of the bid advertisement with the City. *The City will submit the advertisement to the appropriate publications and pay fees directly.*
- 5.2 Submit bid documents to Builders Exchange of Washington (BXWA) for posting on the City's behalf. Produce six (6) paper sets of plans, specifications, and construction contract documents: three (3) sets for City use and bidding purposes; and three (3) sets for RH2 files and staff use during bidding. Plans will be provided on 11-inch by 17-inch sheets; specifications and construction contract documents will be provided on 8½-inch by 11-inch sheets.
- 5.3 Assist the City in its efforts to respond to questions from bidders via phone and clarify, revise, or change construction plans, technical specifications, or construction contract conditions during the bidding process. *This subtask includes preparation of up to two (2) addenda and submittal to BXWA for posting, as necessary.*

Provided by City:

- Submission of the advertisement to the appropriate publications and payment of fees.
- Attendance at the bid opening and meeting space to host bid opening.
- Bid award and construction contract execution.

RH2 Deliverables:

- Advertisement for bids.
- Bid documents for posting on BXWA.
- Six (6) printed copies of half-size bid-ready plans, specifications, and construction contract documents.
- Up to two (2) addenda.

Project Schedule

Phase 2 is anticipated to be complete within six (6) months of notice to proceed and is reliant upon timely provision of requested information and reviews.

EXHIBIT B

Fee Estimate

Amendment No. 1

City of Marysville

SR 528 Water Main Replacement

Final Design and Services During Bidding

Dec-23

Description		Total Hours	Total Labor	Total Subconsultant	Total Expense	Total Cost
Phase 2 - Final Design and Services During Bidding						
Task 1	Project Management	65	\$ 16,004	\$ -	\$ 496	\$ 16,500
1.1	Monitor Scope, Budget, and Schedule and Prepare Invoices	27	\$ 6,506	\$ -	\$ 163	\$ 6,669
1.2	Coordinate with City and Attend Progress Meetings	32	\$ 8,156	\$ -	\$ 231	\$ 8,387
1.3	Document and Retain Information	6	\$ 1,342	\$ -	\$ 102	\$ 1,444
Task 2	Water Main Replacement Design	614	\$ 128,506	\$ -	\$ 11,494	\$ 140,000
2.1	Prepare and Submit 60-Percent Design Documents and Attend Meeting	238	\$ 49,972	\$ -	\$ 4,612	\$ 54,584
2.2	Prepare and Submit 90-Percent Design Documents and Attend Meeting	188	\$ 39,202	\$ -	\$ 3,793	\$ 42,995
2.3	Prepare and Submit City ROW Permit Application	68	\$ 14,072	\$ -	\$ 691	\$ 14,763
2.4	Prepare Bid-Ready Plans, Specifications, and OPCC	120	\$ 25,260	\$ -	\$ 2,399	\$ 27,659
Task 3	Potholing Reserve	16	\$ 3,578	\$ 17,250	\$ 422	\$ 21,250
3.1	Provide Potholing Coordination as Requested	16	\$ 3,578	\$ 17,250	\$ 422	\$ 21,250
Task 4	WSDOT Coordination	80	\$ 19,080	\$ -	\$ 920	\$ 20,000
4.1	Coordinate with WSDOT and Attend Meetings	22	\$ 5,512	\$ -	\$ 165	\$ 5,677
4.2	Provide Design Services Technical Support	58	\$ 13,568	\$ -	\$ 755	\$ 14,323
Task 5	Services During Bidding	50	\$ 11,044	\$ -	\$ 1,206	\$ 12,250
5.1	Prepare Bid Advertisement	5	\$ 1,074	\$ -	\$ 27	\$ 1,101
5.2	Submit Bid Documents to BXWA and Produce Hard Copies	5	\$ 1,074	\$ -	\$ 627	\$ 1,701
5.3	Respond to Questions from Bidders and Prepare Addenda	40	\$ 8,896	\$ -	\$ 552	\$ 9,448
Subtotal Phase 2 - Final Design and Services During Bidding Tasks		825	\$ 178,212	\$ 17,250	\$ 14,538	\$ 210,000
PROJECT TOTAL		825	\$ 178,212	\$ 17,250	\$ 14,538	\$ 210,000

EXHIBIT C
RH2 ENGINEERING, INC.
2024 SCHEDULE OF RATES AND CHARGES

RATE LIST	RATE	UNIT
Professional I	\$175	\$/hr
Professional II	\$191	\$/hr
Professional III	\$216	\$/hr
Professional IV	\$233	\$/hr
Professional V	\$252	\$/hr
Professional VI	\$268	\$/hr
Professional VII	\$292	\$/hr
Professional VIII	\$302	\$/hr
Professional IX	\$321	\$/hr
Technician I	\$138	\$/hr
Technician II	\$150	\$/hr
Technician III	\$166	\$/hr
Technician IV	\$183	\$/hr
Technician V	\$201	\$/hr
Technician VI	\$218	\$/hr
Technician VII	\$237	\$/hr
Technician VIII	\$250	\$/hr
Administrative I	\$90	\$/hr
Administrative II	\$105	\$/hr
Administrative III	\$127	\$/hr
Administrative IV	\$150	\$/hr
Administrative V	\$170	\$/hr
CAD/GIS System	\$27.50	\$/hr
CAD Plots - Half Size	\$2.50	price per plot
CAD Plots - Full Size	\$10.00	price per plot
CAD Plots - Large	\$25.00	price per plot
Copies (bw) 8.5" X 11"	\$0.09	price per copy
Copies (bw) 8.5" X 14"	\$0.14	price per copy
Copies (bw) 11" X 17"	\$0.20	price per copy
Copies (color) 8.5" X 11"	\$0.90	price per copy
Copies (color) 8.5" X 14"	\$1.20	price per copy
Copies (color) 11" X 17"	\$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Night Work	10.00%	% of Direct Labor
Mileage	current IRS rate	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 2, 2024

SUBMITTED BY: Emergency Preparedness Manager Sarah Lavelle, Executive

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Emergency Management Performance Grant (E24-238)

SUGGESTED ACTION: Recommended Motion: **(ACTION REQUESTED 1/2)** I move to authorize the Mayor to sign and execute the Emergency Management Performance Grant agreement (E24-238).

SUMMARY: The Emergency Management Performance Grant is awarded to support the City's emergency management program.

ATTACHMENTS:
[E24-238 City of Marysville 23EMPG.pdf](#)

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

1. Subrecipient Name and Address: City of Marysville 501 Delta Ave Marysville, WA 98270-4234		2. Grant Agreement Amount: \$39,231		3. Grant Agreement Number: E24-238			
4. Subrecipient Contact, phone/email: Sarah Lavelle, 360-363-8096 slavelle@marysvillewa.gov		5. Grant Agreement Start Date: June 1, 2023		6. Grant Agreement End Date: September 30, 2024			
7. Department Contact, phone/email: Ben Olson, 253-512-7224 benjamin.olson@mil.wa.gov		8. Unique Entity Identifier (UEI): KENDBGSMVPQ7		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-2023-EP-00002		12. Federal Award Date: 9/21/2023		13. Assistance Listings # & Title: 97.042 (23EMPG)			
14. Total Federal Amount: \$7,585,716		15. Program Index # & OBJ/SUB-OBJ: 733PT 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) 2023 Emergency Management Performance Grant (23EMPG) 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 23EMPG DHS Award Letter for Grant No. EMS-2023-EP-00002 ("Grant"), 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); 23EMPG Award Letter EMS-2023-EP-00002 (Attachment C); Work Plan (Attachment D); Timeline (Attachment E); Budget (Attachment F); Build America, Buy America Act Self-Certification (Attachment G); 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: Dierk Meierbachtol Assistant Attorney General			APPROVED AS TO FORM (if applicable): _____ Signature				
August 1, 2023			_____ 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	Sarah Lavelle	Name	Ben Olson
Title	Emergency Preparedness Manager	Title	Program Coordinator
Email	slavelle@marysvillewa.gov	Email	benjamin.olson@mil.wa.gov
Phone	360-363-8096	Phone	253-512-7224
Name	Kassidy Aldrich	Name	Peter Drance
Title	Emergency Preparedness Specialist	Title	Program Manager
Email	kaldrich@marysvillewa.gov	Email	peter.drance@mil.wa.gov
Phone	360-363-8718	Phone	253-512-7322
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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 23EMPG 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 2023 Emergency Management Performance Grant (EMPG) Program* document, the *Fiscal Year 2023 Preparedness Grants Manual*, FEMA Manual (FM) 207-22-0001 Version 4, 2023 (the Manual), the DHS Award Letter for the Grant, and the federal regulations commonly applicable to DHS/FEMA grants, all of which are incorporated herein by reference. The *DHS Award Letter* is incorporated in this Agreement as Attachment C.

The Subrecipient acknowledges that since this Agreement involves federal award funding, the 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 23EMPG 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 23EMPG 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 23EMPG 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 2023 Emergency Management Performance Grant (EMPG) Program* document, the Manual, the DHS Award Letter for the Grant in Attachment C, and the federal regulations commonly applicable to DHS/FEMA grants.
- iii. The Subrecipient shall be responsible to the Department for ensuring that all 23EMPG 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 minimis rate of ten percent (10%) or 10% of modified total direct costs or choose to negotiate a higher rate with the Department. If the latter is preferred, the Subrecipient must contact Department Key Personnel for approval steps.
- d. For travel costs, the Subrecipient shall comply with 2 CFR 200.475 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at <https://www.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 reimbursement due dates, all allowable costs should be submitted on the next scheduled reimbursement due date contained in the Timeline. Waiving or missing deadlines serves as an indicator for assessing an agency's level of risk of noncompliance with the regulations, requirements, and the terms and conditions of the Agreement and may increase required monitoring activities. Any request for a waiver or extension of a due date in the Timeline will be treated as a request for Amendment of the Agreement. This request must be submitted to the Department Key Personnel sufficiently in advance of the due date to provide adequate time for Department review and consideration and may be granted or denied within the Department's sole discretion.
- h. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the Department within the time period notated in the Timeline (Attachment E) 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 (Attachment E)) 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 (in the format provided by the Department) describing all completed activities under this Agreement, status of training course completion by individual personnel, how the match was met and documented, and progress made with NQS implementation.
- c. The Subrecipient shall comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to the Department an Audit Certification/FFATA Form. This form is required to be completed once per calendar year, per Subrecipient, and not per agreement. The

Department's Contracts Office will request the Subrecipient submit an updated form at the beginning of each calendar year in which the Subrecipient has an active agreement.

- d. To document compliance with the National Incident Management System (NIMS), the Subrecipient shall complete the annual NIMS survey conducted by EMD staff.

4. 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 federal preparedness funding from the Department, the Subrecipient must ensure and maintain adoption and implementation of NIMS. See Agreement Attachment A, Article II section 3.c. for associated reporting requirements. The list of objectives used for progress and achievement reporting can be found at <https://www.fema.gov/emergency-managers/nims/implementation-training>.
- d. Beginning with 23EMPG, FEMA is requiring phased implementation of the National Qualification System (NQS) for EMPG subrecipients. The NQS Implementation Objectives reflect the concepts and principles contained in NQS doctrine and aim to promote consistency in NQS implementation nationwide. Subrecipients will be considered in compliance with NQS requirements as long as they are working towards implementing the NQS Implementation Objectives can be found at https://www.fema.gov/sites/default/files/documents/fema_nims-nqs-implementation-objectives_fact-sheet.pdf. Only EMPG-funded deployable personnel (determined by the Subrecipient) will be required to meet NQS certification requirements.

For 23EMPG NQS Phase I of implementation, Subrecipients must:

- i. Document the plan for implementation of NQS to include a timeline and an analysis of which positions are subject to the requirement. FEMA has created an optional template which can be found at https://www.fema.gov/sites/default/files/documents/fema_nqs-sample-implemetation-plan.pptx. All plans should be kept with Agreement documents.
- ii. Describe the status of implementation as a part of the annual NIMS survey conducted by EMD staff at the end of the calendar year.
- iii. Note within the EMPG final report which EMPG funded personnel are categorized as deployable and status of implementation, as applicable.

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

for its share. The amount of compensation must be computed in the same manner as for equipment.

B. For Equipment:

- 1) Items with a current per-unit fair-market value of \$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 equipment categories for the grant 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; the AEL 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 the grant program, the Subrecipient must contact the Department Key Personnel for assistance in seeking FEMA approval **prior** to acquisition.

d. Equipment purchases (those with a current per-unit fair market value in excess of \$5,000) must be identified and explained to the Department. Use, management, and disposition of such equipment is subject to requirements outlined in 2 CFR 200.313. Before making such purchases, the Subrecipient should analyze the cost benefits of purchasing versus leasing equipment, especially those subject to rapid technical advances.

e. Unless expressly provided otherwise, all equipment must meet all mandatory regulatory state and DHS/FEMA adopted standards to be eligible for purchase using federal award funds.

f. If funding is allocated to support emergency communications activities, the Subrecipient must ensure that all projects comply with SAFECOM Guidance on Emergency Communications Grants, located at <https://www.cisa.gov/safecom/funding>, including provisions on technical standards that ensure and enhance interoperable communications.

g. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:

- i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

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

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

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

- iv. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
 - v. 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);
 - vi. Telecommunications or video surveillance services provided by such entities or using such equipment; or
 - vii. 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.
- h. 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.

6. 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.

7. PROCUREMENT

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).

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

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

- i. Domestic preferences under BABAA only apply to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a domestic preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of or permanently affixed to the structure.
- ii. Infrastructure, for the purposes of BABAA, includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways and bridges;

public transportation; dams, ports, harbors and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

- iii. The Subrecipient's contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the BABAA shall file a required certification to the Subrecipient with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Contractors and subcontractors must certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the Subrecipient who will forward them to the Department who, in turn, will forward the disclosures to FEMA. The Build America, Buy America Act Self-Certification form is included herein as Attachment G.

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

8. SUBRECIPIENT MONITORING

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

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

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

B. 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 grant program 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 (Attachment D) and the Subrecipient's approved application for funding, incorporated into this Agreement.
- b. Funding may not be used to replace or supplant non-federal funding of emergency management programs.
- c. The Subrecipient shall provide a fifty percent (50%) cash match from non-federal source(s). 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 state and 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.
- d. The Subrecipient shall participate in the State's 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.
- e. Subrecipients shall participate in the State's Integrated Preparedness Planning Workshop (IPPW). Non-participation may result in withholding of funding under future grant years.
- f. If funding is allocated to non-DHS FEMA training, the Subrecipient must request **prior** written approval from the Department Key Personnel before attending the 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 in alignment with 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.

- g. 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 Independent Study (IS): IS-100, IS-200, IS-700, and IS-800, and
 - ii. **Either** the FEMA Professional Development Series (PDS) IS-120, IS-230, IS-235, IS-240, IS-241, IS-242, and IS-244, **or** (2) the Emergency Management Professionals Program (EMPP) Basic Academy IS-230, E/L101, E/L 102, E/L103, E/L104 and E/L105.

C. DHS TERMS AND CONDITIONS

As a Subrecipient of 23EMPG funding, the Subrecipient shall comply with all applicable DHS terms and conditions of the 23EMPG Award Letter and its incorporated documents for the Grant, 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 31 U.S.C. 1352.

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

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

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

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

A.9 CONFLICT OF INTEREST

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

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

A.10 CONTRACTING & PROCUREMENT

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

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

- 1) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 2) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be 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 are mandated by *section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018)*.
- b. The Department reserves the right to review the Subrecipient's procurement plans and documents and require the Subrecipient to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.317 through 200.327. The Subrecipient must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the Subrecipient and Department to make a determination on eligibility of project costs.
- c. All contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

A.11 DISCLOSURE

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

A.12 DISPUTES

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

A.13 LEGAL RELATIONS

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

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

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

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

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

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

A.14 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

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

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

A.15 LOSS OR REDUCTION OF FUNDING

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

A.16 NONASSIGNABILITY

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

A.17 NONDISCRIMINATION

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

- a. Nondiscrimination in Employment: The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory,

mental, or physical handicap. This requirement does not apply, however, to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.

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

A.18 NOTICES

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

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

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

A.20 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

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

A.21 POLITICAL ACTIVITY

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

A.22 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

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

A.23 PUBLICITY

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

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

A.24 RECAPTURE PROVISION

In the event the Subrecipient fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations, and/or the provisions of the Agreement, the Department reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right

of recapture shall exist for the life of the project following Agreement termination. Repayment by the Subrecipient of funds under this recapture provision shall occur within 30 days of demand. In the event the Department is required to institute legal proceedings to enforce the recapture provision, the Department shall be entitled to its costs and expenses thereof, including attorney fees from the Subrecipient.

A.25 RECORDS

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

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

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

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

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

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

A.27 SEVERABILITY

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

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

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

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

means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient.

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

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

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

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

OR

Contracts.Office@mil.wa.gov

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

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

A.29 SUBRECIPIENT NOT EMPLOYEE

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

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

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

A.30 TAXES, FEES AND LICENSES

Unless otherwise provided in this Agreement, the Subrecipient shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and

expenses of any other kind for the Subrecipient or its staff required by statute or regulation that are applicable to Agreement performance.

A.31 TERMINATION FOR CONVENIENCE

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

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

A.32 TERMINATION OR SUSPENSION FOR LOSS OF FUNDING

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

A.33 TERMINATION OR SUSPENSION FOR CAUSE

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

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

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

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

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

A.34 TERMINATION PROCEDURES

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

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

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

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

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

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

A.35 MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES

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

A.36 VENUE

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

A.37 WAIVERS

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

**23EMPG Award Letter
EMS-2023-EP-00002****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-2023-EP-00002

Dear Bret Daugherty:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2023 Emergency Management Performance Grants has been approved in the amount of \$7,585,716.00. As a condition of this award, you are required to contribute a cost match in the amount of \$7,585,716.00 of non-Federal funds, or 50 percent of the total approved project costs of \$15,171,432.00.

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 2023 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, Unique Entity Identifier (UEI) number, EIN and banking information. Please ensure that the UEI number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at <http://www.sam.gov>.

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

PATRICK GERARD MARCHAM

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-2023-EP-00002-S01

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Article I - DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2023 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

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

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

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

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

Article III - General Acknowledgements and Assurances

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

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

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

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

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

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

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 IV - 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 V - Activities Conducted Abroad

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

Article VI - Age Discrimination Act of 1975

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

Article VII - Americans with Disabilities Act of 1990

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

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

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

Article IX - 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 X - 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 XI - 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 XII - Debarment and Suspension

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

Article XIII - 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 XIV - 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 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.

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

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

Article XVI - E.O. 14074 - Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

Article XVII - 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 XVIII - 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 XIX - 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 XX - 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 XXI - Fly America Act of 1974

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

Article XXII - Hotel and Motel Fire Safety Act of 1990

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

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

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

Article XXIV - 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 XXV - 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 XXVI - 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 XXVII - 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 XXVIII - 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 XXIX - 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 XXX - Patents and Intellectual Property Rights

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

Article XXXI - 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 XXXII - 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 XXXIII - Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

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

Article XXXIV - Reporting Subawards and Executive Compensation

Reporting of first tier subawards:

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

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

Recipients must comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

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

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

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

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

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

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

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the "Build America, Buy America" provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

Article XXXVI - 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 XXXVII - 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 XXXVIII - Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons:

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

Article XXXIX - Universal Identifier and System of Award Management

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

Article XL - USA PATRIOT Act of 2001

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

Article XLI - 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 XLII - 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 XLIII - Environmental Planning and Historic Preservation (EHP) Review

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

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/ FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

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

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

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

Article XLV - 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 XLVI - Disposition of Equipment Acquired Under the Federal Award

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

Article XLVII - Prior Approval for Modification of Approved Budget

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

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

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

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

Article XLVIII - Indirect Cost Rate

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

BUDGET COST CATEGORIES

Personnel	\$4,112,301.00
Fringe Benefits	\$1,450,556.00
Travel	\$8,689.00
Equipment	\$0.00
Supplies	\$4,338.00
Contractual	\$0.00
Construction	\$0.00
Indirect Charges	\$355,699.00

Other

\$9,239,849.00

Obligating Document for Award/Amendment						
1a. AGREEMENT NO. EMS-2023-EP-00002-S01		2. AMENDMENT NO. ***		3. RECIPIENT NO. 916001095G	4. TYPE OF ACTION AWARD	5. CONTROL NO. SX00324N2023T
6. RECIPIENT NAME AND ADDRESS Washington Military Department Building 20 Camp Murray, WA, 98430 - 5122		7. ISSUING FEMA OFFICE AND ADDRESS FEMA-GPD 400 C Street, SW, 3rd floor Washington, DC 20472-3645 POC: 866-927-5646			8. PAYMENT OFFICE AND ADDRESS FEMA Finance Center 430 Market Street Winchester, VA 22603	
9. NAME OF RECIPIENT PROJECT OFFICER Sierra Wardell		PHONE NO. 2535127121	10. NAME OF FEMA PROJECT COORDINATOR Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov			
11. EFFECTIVE DATE OF THIS ACTION 09/21/2023		12. METHOD OF PAYMENT PARS	13. ASSISTANCE ARRANGEMENT Cost Reimbursement		14. PERFORMANCE PERIOD From: 10/01/2022 To: 09/30/2025 Budget Period 10/01/2022 09/30/2025	
1 5. DESCRIPTION OF ACTION						
a. (Indicate funding data for awards or financial changes)						
PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
Emergency Management Performance Grants	97.042	2023-FA-GA01-R107- -4120-D	\$0.00	\$7,585,716.00	\$7,585,716.00	See Totals
			\$0.00	\$7,585,716.00	\$7,585,716.00	\$7,585,716.00
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) Sierra Wardell, Preparedness Grants Section Section Supervisor					DATE Tue Sep 26 18:40:47 UTC 2023	
18. FEMA SIGNATORY OFFICIAL (Name and Title) PATRICK GERARD MARCHAM,					DATE Thu Sep 21 19:07:57 UTC 2023	

WORK PLAN

FY 2023 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 mission areas of the national preparedness goal of 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	4.8 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	ANTICIPATED PROJECT IMPACT
Renew RAVE (Marysville Alerts) and SMS Public Opt-in.	The city is required to have different forms of communication for public messaging that encompasses the whole community.	Continue to increase and improve the city's ability to communicate both internally and externally (public outreach) in a disaster. More individuals will register, and the community will have access to real time information needed in an emergency.

Priority Area #2	4.12 Emergency Public Information and Education	
Primary Core Capability	Community Resilience	
Secondary Core Capability	Public Information and Warning	
Build or Sustain	Sustaining/Maintaining	
WORK PLANNED	IDENTIFIED GAP/NEED	ANTICIPATED PROJECT IMPACT
Print and distribute various preparedness materials and supplies in different languages to the residents, businesses, neighborhoods, and staff of Marysville through outreach events, programs, training, and presentations.	There is a need to get more materials out to the community while also developing and printing/acquiring new preparedness materials especially in different languages and for targeted audiences in our community.	Preparedness materials and supplies will be distributed at public events to increase emergency preparedness awareness and encourage people to take preparedness actions. EM preparedness materials will be available for staff to ensure better preparedness internally to serve the public.
Utilize an AmeriCorps member to support preparedness outreach and engagement as well as emergency management volunteer programs.	Whole community engagement is identified in the CEMP as a vital piece of community resilience. Community education and outreach are ongoing efforts. There is always an opportunity to expand outreach to different community groups, businesses, organizations, individuals, etc.	Our office will use an AmeriCorps member to further our reach into the community and provide more information and resources to help individuals, families, businesses, and neighborhoods become better prepared to increase overall community resilience.

Priority Area #3	4.9 Facilities	
Primary Core Capability	Operational Coordination	
Secondary Core Capability	Operational Communications	
Build or Sustain	Sustaining/Maintaining	
WORK PLANNED	IDENTIFIED GAP/NEED	ANTICIPATED PROJECT IMPACT
Conduct exercises, train, and purchase supplies to increase the effectiveness of operational and coordination capabilities in the Emergency Operations Center including the radio room, JIC, and the mobile EOC functions.	The Marysville CEMP designates the Emergency Operations Center (EOC) as the location for coordinating emergency response and recovery at a city-wide level. The EOC should be able to adequately support those efforts and staff should be familiar with working there.	By ensuring that the EOC is able to support emergency coordination efforts and staff are trained in EOC operations and have practiced them in exercises, the City will be better able to serve the community after a major emergency or disaster.
Establish multiple locations as facilities of opportunity for emergency use as a potential shelter, CPOD, reunification, etc. and enhance their capabilities by purchasing supplies, goods, food/water, etc. for emergency use to support the community.	The City has a responsibility to support the community in times of an emergency. Multiple sites have been identified as a facilities of opportunity that can be used as a shelter, CPOD, reunification site, etc. but they do not have all the necessary supplies to be most effective and meet all the needs of the community.	By purchasing supplies to support these facilities, they will be able to operate during times of emergency and provide services and goods to the community.

Priority Area #4	4.10 Training	
Primary Core Capability	Community Resilience	
Secondary Core Capability	Operational Coordination	
Build or Sustain	Sustaining/Maintaining	
WORK PLANNED	IDENTIFIED GAP/NEED	ANTICIPATED PROJECT IMPACT
Enhance the City emergency volunteer program (including CERT and ACS) through training, exercises, purchasing of supplies, and badging capabilities.	The City CEMP identifies volunteers as a resource to support emergency preparedness, response, and recovery. The City has a Registered Emergency Worker program and plans for volunteer reception centers for spontaneous volunteers.	Pre-identifying, credentialing, training, and exercising volunteers, and emergency workers will result in more efficient and effective coordination and response to support the community.

TIMELINE

FY 2023 Emergency Management Performance Grant

DATE	TASK
June 1, 2023	Grant Agreement Start Date
April 30, 2024	Submit reimbursement request
September 30, 2024	Grant Agreement End Date
November 15, 2024	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 reimbursement due dates, all allowable costs should be submitted on the next scheduled reimbursement due date contained in the above Timeline.

BUDGET

FY 2023 Emergency Management Performance Grant

23EMPG AWARD \$ 39,231.00

SOLUTION AREA	BUDGET CATEGORY	EMPG AMOUNT	MATCH AMOUNT
PLANNING	Personnel & Fringe Benefits	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Supplies	\$ -	\$ -
	Consultants/Contracts	\$ -	\$ -
	Other	\$ -	\$ -
	Subtotal	\$ -	\$ -
ORGANIZATION	Personnel & Fringe Benefits	\$ 10,800	\$ 39,231
	Travel/Per Diem	\$ -	\$ -
	Supplies	\$ 12,531	\$ -
	Consultants/Contracts	\$ 15,900	\$ -
	Other	\$ -	\$ -
	Subtotal	\$ 39,231	\$ 39,231
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	\$ -	\$ -
	Subtotal	\$ -	\$ -
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:		\$ 39,231	\$ 39,231

The Subrecipient will provide a match of **\$39,231** 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 approval from the Department.

Funding Source: U.S. Department of Homeland Security - PI# 733PT – EMPG

BUILD AMERICA, BUY AMERICA ACT SELF-CERTIFICATION

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

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

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

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

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

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

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

Date

Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

NAME		Doing business as (DBA) Jon Nehring	
ADDRESS Mayor	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: Jon Nehring

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 City of Marysville	DATE SUBMITTED
PROJECT DESCRIPTION 2023 Emergency Management Performance Grant	CONTRACT NUMBER E24-238

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

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

3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT		
SIGNATURE	PRINT OR TYPE NAME	TITLE
	Sarah LaVelle	Emergency Prep. Manager
	Gloria Hirashima	Chief Administrative Officer

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.

Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

NAME City of Marysville		Doing business as (DBA)	
ADDRESS 501 Delta Avenue Marysville, WA 98270	Applicable Procurement or Solicitation #, if any:	WA Uniform Business Identifier (UBI) 600-200-009	Federal Employer Tax Identification #: 91-6001459
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: Jon Nehring, Mayor

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 City of Marysville	DATE SUBMITTED
PROJECT DESCRIPTION 2023 Emergency Management Performance Grant	CONTRACT NUMBER E24-238

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

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

3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT		
SIGNATURE	PRINT OR TYPE NAME	TITLE
	Sarah LaVelle	Emergency Prep. Manager
	Gloria Hirashima	Chief Administrative Officer

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.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 2, 2024

SUBMITTED BY: Jennifer Ferrer-Santa Ines, Finance

ITEM TYPE: Discussion Item

AGENDA SECTION: **New Business**

SUBJECT: An **Ordinance** amending the 2023-2024 Biennial Budget and providing for the increase/decrease of certain expenditure items as budgeted for in Ordinance 3239.

SUGGESTED ACTION: Recommended Motion: **(ACTION REQUESTED 1/2)** I move to adopt Ordinance No._____.

SUMMARY: The attached salary grid represents the updated salary schedules for represented and non-represented personnel to be used for processing payroll in 2024.

ATTACHMENTS:
[010224 BA Ordinance.pdf](#)

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE AMENDING THE 2023-2024 BIENNIAL BUDGET AND PROVIDING FOR THE INCREASE/DECREASE OF CERTAIN EXPENDITURE ITEMS AS BUDGETED FOR IN ORDINANCE NO. 3239.

THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON DO ORDAIN AS FOLLOWS:

Section 1. Since the adoption of the 2023-2024 budget and in accordance with MMC 2.50.030, the 2023-2024 biennial budget hereby directs that City employees shall be compensated in accordance with the established pay classifications and grades or ranges attached hereto and contained in Exhibit "A".

Section 2. Except as provided herein, all other provisions of Ordinance No. 3239 shall remain in full force and effect, unchanged.

Section 3. Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

Section 4. Effective date. This ordinance shall become effective five days after the date of its publication by summary.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2024.

CITY OF MARYSVILLE

By _____
MAYOR

ATTEST:

By _____
CITY CLERK

Approved as to form:

By _____
CITY ATTORNEY

Date of Publication: _____

Effective Date (5 days after publication): _____

EXHIBIT A – 2024 Compensation Grids

CITY OF MARYSVILLE MANAGEMENT PAY GRID 2024

PAY CODE	TITLE	5% Increase									
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	
M112	No Position	\$ 84,317	\$ 86,853	\$ 89,435	\$ 92,113	\$ 94,912	\$ 97,733	\$ 100,675	\$ 103,210	\$ 105,768	Annual Hourly
		\$ 40.54	\$ 41.76	\$ 43.00	\$ 44.29	\$ 45.63	\$ 46.99	\$ 48.40	\$ 49.62	\$ 50.85	
M113	Assistant Court Administrator Athletic Supervisor Cultural Arts Supervisor Recreation Supervisor Utility Billing Supervisor Police Records Supervisor	\$ 91,899	\$ 94,648	\$ 97,519	\$ 100,412	\$ 103,448	\$ 106,558	\$ 109,739	\$ 112,488	\$ 115,287	Annual Hourly
		\$ 44.18	\$ 45.50	\$ 46.88	\$ 48.27	\$ 49.73	\$ 51.23	\$ 52.76	\$ 54.08	\$ 55.43	
M114	HR Business Partner Senior Financial Analyst Management Analyst Prosecutor I	\$ 98,666	\$ 101,632	\$ 104,692	\$ 107,800	\$ 111,054	\$ 114,378	\$ 117,845	\$ 120,763	\$ 123,775	Annual Hourly
		\$ 47.44	\$ 48.86	\$ 50.33	\$ 51.83	\$ 53.39	\$ 54.99	\$ 56.66	\$ 58.06	\$ 59.51	
M115	Administrative Services Supervisor Training & Community Outreach Administrator Fleet and Facilities Supervisor IT Services Supervisor	\$ 105,601	\$ 108,735	\$ 112,010	\$ 115,381	\$ 118,850	\$ 122,413	\$ 126,096	\$ 129,204	\$ 132,431	Annual Hourly
		\$ 50.77	\$ 52.28	\$ 53.85	\$ 55.47	\$ 57.14	\$ 58.85	\$ 60.62	\$ 62.12	\$ 63.67	
M116	Parks Maintenance Supervisor Prosecutor II Solid Waste Supervisor Storm/Sewer Supervisor Street Supervisor Water Utility Supervisor Water Resource Supervisor Safety Manager Legal Services Manager Emergency Preparedness Manager GIS Manager Principal Planner	\$ 112,991	\$ 116,362	\$ 119,853	\$ 123,441	\$ 127,148	\$ 130,973	\$ 134,896	\$ 138,266	\$ 141,710	Annual Hourly
		\$ 54.32	\$ 55.94	\$ 57.62	\$ 59.35	\$ 61.13	\$ 62.97	\$ 64.85	\$ 66.47	\$ 68.13	
M117	Building Official Financial Operations Manager Financial Planning Manager Planning Manager Senior Project Engineer IT Operations Supervisor Human Resources Program Manager Communications Manager	\$ 118,609	\$ 122,174	\$ 125,832	\$ 129,610	\$ 133,533	\$ 137,502	\$ 141,638	\$ 145,178	\$ 148,813	Annual Hourly
		\$ 57.02	\$ 58.74	\$ 60.50	\$ 62.31	\$ 64.20	\$ 66.11	\$ 68.10	\$ 69.80	\$ 71.54	
M118	Engineering Services Manager Senior Project Manager Civic Campus Project Manager Public Works Services Manager Traffic Engineering Manager	\$ 124,565	\$ 128,271	\$ 132,122	\$ 136,091	\$ 140,204	\$ 144,389	\$ 148,717	\$ 152,447	\$ 156,251	Annual Hourly
		\$ 59.89	\$ 61.67	\$ 63.52	\$ 65.43	\$ 67.41	\$ 69.42	\$ 71.50	\$ 73.29	\$ 75.12	
M119	Assistant Parks Director Storm and Wastewater Utility Manager Water Utility Manager Transportation and Parks Maintenance Manager Court Administrator Lead Prosecutor	\$ 130,782	\$ 134,703	\$ 138,746	\$ 142,906	\$ 147,186	\$ 151,612	\$ 156,154	\$ 160,053	\$ 164,069	Annual Hourly
		\$ 62.88	\$ 64.76	\$ 66.70	\$ 68.70	\$ 70.76	\$ 72.89	\$ 75.07	\$ 76.95	\$ 78.88	
M120	Assistant City Engineer Economic Development Manager	\$ 137,310	\$ 141,423	\$ 145,656	\$ 150,056	\$ 154,553	\$ 159,192	\$ 163,973	\$ 168,063	\$ 172,270	Annual Hourly
		\$ 66.01	\$ 67.99	\$ 70.03	\$ 72.14	\$ 74.30	\$ 76.53	\$ 78.83	\$ 80.80	\$ 82.82	
M121	No Position	\$ 144,197	\$ 148,526	\$ 152,949	\$ 157,541	\$ 162,275	\$ 167,154	\$ 172,177	\$ 176,456	\$ 180,856	Annual Hourly
		\$ 69.33	\$ 71.41	\$ 73.53	\$ 75.74	\$ 78.02	\$ 80.36	\$ 82.78	\$ 84.83	\$ 86.95	
M122	Economic Development & Real Property Manager Assistant Public Works Director/City Engineer Deputy City Attorney	\$ 151,395	\$ 155,915	\$ 160,602	\$ 165,457	\$ 170,407	\$ 175,500	\$ 180,762	\$ 185,304	\$ 189,920	Annual Hourly
		\$ 72.79	\$ 74.96	\$ 77.21	\$ 79.55	\$ 81.93	\$ 84.38	\$ 86.90	\$ 89.09	\$ 91.31	
M123	Assistant Police Chief	\$ 166,532	\$ 171,529	\$ 176,672	\$ 181,980	\$ 187,408	\$ 193,052	\$ 198,840	\$ 203,813	\$ 208,907	Annual Hourly
		\$ 80.06	\$ 82.47	\$ 84.94	\$ 87.49	\$ 90.10	\$ 92.81	\$ 95.60	\$ 97.99	\$ 100.44	
M124	Community Development Director Parks Director IS Director HR Director	\$ 174,854								\$ 223,804	Annual Hourly
		\$ 84.06								\$ 107.60	
M125	Finance Director	\$ 183,606								\$ 234,997	Annual Hourly
		\$ 88.27								\$ 112.98	
M126	Police Chief City Attorney Public Works Director	\$ 192,788								\$ 246,762	Annual Hourly
		\$ 92.69								\$ 118.64	
M130	Chief Administrative Officer	\$ 208,357								\$ 266,697	Annual Hourly
		\$ 100.17								\$ 128.22	

NON REPRESENTED PAY GRID 2024

5% Increase											
PAY CODE	TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	
N110	Human Resource Assistant	\$ 74,346	\$ 76,570	\$ 78,867	\$ 81,233	\$ 83,672	\$ 86,184	\$ 88,766	\$ 90,991	\$ 93,263	Annual
	Planning Technician	35.74	36.81	37.92	39.05	40.23	41.43	42.68	43.75	44.84	Hourly
	Confidential Legal Assistant										
	Computer Technician Victim/Witness Coordinator										
N111	Deputy City Clerk	\$ 78,794	\$ 81,186	\$ 83,601	\$ 86,112	\$ 88,695	\$ 91,325	\$ 94,099	\$ 96,441	\$ 98,858	Annual
	Probation Officer	\$ 37.88	\$ 39.03	\$ 40.19	\$ 41.40	\$ 42.64	\$ 43.91	\$ 45.24	\$ 46.37	\$ 47.53	Hourly
	Communications/Marketing Specialist										
	Confidential Admin Specialist										
N112	Code Enforcement Officer	\$ 84,317	\$ 86,853	\$ 89,435	\$ 92,113	\$ 94,912	\$ 97,733	\$ 100,675	\$ 103,210	\$ 105,768	Annual
	Confidential Admin Associate	40.54	41.76	43.00	44.29	45.63	46.99	48.40	49.62	50.85	Hourly
	Development Services Technician										
	Engineering Coordinator										
	GIS Technician										
	Inspector I - Building										
	Inspector I - Construction										
	Planning Assistant										
	Surface Water Specialist										
	Surface Water Inspector										
	Community Intervention Specialist I										
	Emergency Preparedness Specialist										
	Volunteer & Community Event Coordinator										
	N113	Associate Planner	\$ 91,899	\$ 94,648	\$ 97,496	\$ 100,412	\$ 103,425	\$ 106,558	\$ 109,739	\$ 112,488	\$ 115,287
I.S. Analyst		\$ 44.18	\$ 45.50	\$ 46.88	\$ 48.27	\$ 49.73	\$ 51.23	\$ 52.76	\$ 54.08	\$ 55.43	Hourly
Engineering Technician											
Financial Analyst											
GIS Analyst											
Human Resource Specialist											
Inspector II - Building											
Inspector II - Construction											
Executive Services Coordinator											
NPDES Coordinator											
N114	Senior Communications Specialist/PIO										
	Community Intervention Specialist II										
	Crime & Intelligence Analyst	\$ 98,666	\$ 101,632	\$ 104,692	\$ 107,800	\$ 111,054	\$ 114,378	\$ 117,845	\$ 120,763	\$ 123,775	Annual
	Electronic Control Systems Administrator	\$ 47.44	\$ 48.86	\$ 50.33	\$ 51.83	\$ 53.39	\$ 54.99	\$ 56.66	\$ 58.06	\$ 59.51	Hourly
	Inspector III - Combo Inspector III - Electrical Planner Systems & Database Analyst										
N115	Assistant Building Official	\$ 105,601	\$ 108,735	\$ 112,010	\$ 115,381	\$ 118,850	\$ 122,413	\$ 126,096	\$ 129,204	\$ 132,431	Annual
	Civil Plan Review	\$ 50.77	\$ 52.28	\$ 53.85	\$ 55.47	\$ 57.14	\$ 58.85	\$ 60.62	\$ 62.12	\$ 63.67	Hourly
	Project Engineer										
	Senior Planner										
	Associate Traffic Engineer City Clerk										
N116	IS System Administrator	\$ 112,991	\$ 116,362	\$ 119,853	\$ 123,441	\$ 127,148	\$ 130,973	\$ 134,896	\$ 138,266	\$ 141,710	Annual
	Risk and Program Manager	\$ 54.32	\$ 55.94	\$ 57.62	\$ 59.35	\$ 61.13	\$ 62.97	\$ 64.85	\$ 66.47	\$ 68.13	Hourly

MPOA - (OFFICERS & SERGEANTS)

January 1, 2024 Through December 31, 2024

5% increase

Monthly

PAY CODE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5
Entry Police	6,883					
Police Officers	7,648	7,940	8,225	8,673	9,173	9,537
Police Corporal		10,395				
Police Sergeant	10,784	11,253				

MPOA - (CUSTODY OFFICER, CORPORAL & COMMUNITY SERVICE OFFICER)

January 1, 2024 - December 31, 2024

4% increase

Monthly

PAY CODE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	0-12 mo	13-24 m	25-36 m	37-48 m	49-60 m	61+ m	73+ m
Community Service Officer	5,586	5,814	6,052	6,300	6,559	6,828	7,093
Custody Sergeant	8,347	8,547					
Custody Corporal	7,452	7,631					
Custody Officer	5,726	5,970	6,179	6,396	6,647	6,926	7,132

MPMA - COMMANDER PAY GRID 2024

4.5% Increase

TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
Police Commander	\$ 160,134	\$ 164,931	\$ 169,881	\$ 174,987	\$ 180,248	\$ 184,734	\$ 189,350	Annual
	\$ 76.99	\$ 79.29	\$ 81.67	\$ 84.13	\$ 86.66	\$ 88.81	\$ 91.03	Hourly

Teamsters Pay Grid 2024

5.0% Increase

2024 Classifications	Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	
Custodian	U20	\$50,885	\$52,412	\$53,984	\$55,604	\$57,272	\$58,990	\$60,464	\$61,976	Annual
Maintenance Assistant		\$24.46	\$25.20	\$25.95	\$26.73	\$27.53	\$28.36	\$29.07	\$29.80	Hourly
Customer Service Representative	U25	\$61,063	\$62,894	\$64,781	\$66,724	\$68,726	\$70,788	\$72,558	\$74,372	Annual
Parks Maintenance Tech I		\$29.36	\$30.24	\$31.14	\$32.08	\$33.04	\$34.03	\$34.88	\$35.76	Hourly
Streets Maintenance Tech I										
Custodian Lead										
Accounting Tech - AP	U30	\$64,726	\$66,668	\$68,668	\$70,728	\$72,850	\$75,035	\$76,911	\$78,834	Annual
Accounting Tech - Utility Billing		\$31.12	\$32.05	\$33.01	\$34.00	\$35.02	\$36.07	\$36.98	\$37.90	Hourly
CD Program Specialist										
Purchasing/Inventory Specialist										
PW Administrative Assistant										
Storm/Sewer Tech I										
Utility Locator										
Judicial Process Specialist	U35	\$69,904	\$72,002	\$74,162	\$76,386	\$78,678	\$81,038	\$83,064	\$85,140	Annual
Meter Technician		\$33.61	\$34.62	\$35.65	\$36.72	\$37.83	\$38.96	\$39.93	\$40.93	Hourly
Parks Administrative Associate										
Police Records Tech										
Police Public Disclosure Specialist										
Parks Maintenance Tech II										
Solid Waste Tech II										
Streets Maintenance Tech II										
Storm/Sewer Tech II										
Traffic Maintenance Worker II										
Traffic Control Systems Tech										
Evidence Specialist	U40	\$74,099	\$76,321	\$78,611	\$80,970	\$83,398	\$85,901	\$88,048	\$90,249	Annual
Parks Administrative Specialist		\$35.62	\$36.69	\$37.79	\$38.93	\$40.10	\$41.30	\$42.33	\$43.39	Hourly
Planning Administrative Specialist										
PW Administrative Specialist										
Police Administrative Specialist										
Senior Accounting Tech										
Senior Permit Tech										
WWTP Maintenance Tech I										
Cross Connection Control Specialist	U45	\$77,803	\$80,137	\$82,542	\$85,017	\$87,568	\$90,195	\$92,450	\$94,761	Annual
Parks Maintenance Lead I		\$37.41	\$38.53	\$39.68	\$40.87	\$42.10	\$43.36	\$44.45	\$45.56	Hourly
Police Records Tech Lead										
Streets Maintenance Lead I										
Storm/Sewer Lead I										
Water Operations Tech II										
Construction Tech II										
Water Quality Specialist										
Facilities Maintenance Journeyman	U50	\$83,249	\$85,747	\$88,320	\$90,969	\$93,698	\$96,509	\$98,922	\$101,394	Annual
Industrial Waste/Pretreatment Technician		\$40.02	\$41.22	\$42.46	\$43.74	\$45.05	\$46.40	\$47.56	\$48.75	Hourly
Mechanic										
Streets Maintenance Tech Lead II										
Storm/Sewer Tech Lead II										
Solid Waste Lead II										
Parks Maintenance Lead II										
WWTP Operator										
Construction Lead I										
Water Operator										
WWTP Maintenance Tech II										
Mechanic Lead II	U55	\$89,077	\$91,749	\$94,502	\$97,337	\$100,257	\$103,264	\$105,846	\$108,492	Annual
Senior Traffic Control Systems Tech		\$42.83	\$44.11	\$45.43	\$46.80	\$48.20	\$49.65	\$50.89	\$52.16	Hourly
Construction Lead II										
Water Operations Lead II										
Water Quality Lead										
WWTP Maintenance Lead										
WWTP Operations Lead										
Utility Electrician										