

Marysville City Council Meeting

March 14, 2016

7:00 p.m.

City Hall

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Approval of the Agenda

Committee Reports

Presentations

A. Officer Swearing-In

Audience Participation

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

- 1. Consider Approval of the February 8, 2016 City Council Meeting Minutes
- 2. Consider Approval of the February 22, 2016 City Council Meeting Minutes
- 3. Consider Approval of the February 22, 2016 City Council Special Meeting Minutes

Consent

- 4. Consider Approval of the February 19, 2016 Payroll in the Amount of \$970,549.60; Paid by EFT Transactions and Check Numbers 29710 through 29738
- 5. Consider Approval of the February 17, 2016 Claims in the Amount of \$459,846.30; Paid by EFT Transactions and Check Numbers 106076 through 106223 with Check Numbers 103583 & 105056 Voided
- 6. Consider Approval of the February 24, 2016 Claims in the Amount of \$498,802.17; Paid by EFT Transactions and Check Numbers 106224 through 106407 with no Checks Voided
- 7. Consider Approval of the March 2, 2016 Claims in the Amount of \$1,284,938.74; Paid by EFT Transactions and Check Numbers 106408 through 106569 with Check Number 106116 Voided
- 8. Consider Approval of the March 4, 2016 Payroll in the Amount \$1,632,859.56, Paid by EFT Transactions and Check Numbers 29739 through 29772

Review Bids

Marysville City Council Meeting

March 14, 2016

7:00 p.m.

City Hall

Public Hearings

New Business

9. Consider the Contract with National Research Center to Conduct a Citizen Survey for the City of Marysville with a Sample Size of 1,500 Households
10. Consider the Tenth Interlocal Agreement with the City of Arlington for Jail Services
11. Consider the Twelfth Interlocal Agreement with the City of Lake Stevens for Jail Services
12. Consider the Professional Services Agreement Supplement No. 1 with Blue Marble Environmental LLC in the Amount of \$56,669.00
13. Consider the Coordinated Prevention Grant Agreement No. W2RCPG-I 517-MARYPW-OO117 with the State of Washington Department of Ecology
14. Consider the Application for Snohomish Running Company to Conduct a Special Event on Sunday, April 10, 2016, including the Temporary Street Closure of Northbound SR529/State Avenue to 2nd Street, the Eastbound Lane of 2nd Street from State Avenue to Alder Avenue, the Southbound Lane of Alder Avenue from 2nd Street to the South Side of 1st Street, both Lanes of Columbia Avenue from the South Side of 1st Street to 2nd Street, and 1st Street from Columbia Avenue to State Avenue
15. Consider Acceptance of the Reject Line Extension Project with SRV Construction, Inc., Starting the 45-day Lien Filing Period for Project Closeout
16. Consider the Professional Services Agreement with RH2 Engineering for Design Support, for Materials Testing, Special Inspection, and On-Call CM Support
17. Consider the Information Services Department Request to Purchase Office 2016 Pro Licenses Based on the SoftwareONE Quote Dated 2/18/2016 Using State Contract Number T11-MST-579
18. Consider the Washington State Military Department Public Assistance Grant Agreement (D16-638) for the November 2015 Windstorm
19. Consider the Washington State Military Department Public Assistance Grant Agreement (D16-455) for the August 2015 Windstorm
20. Consider the Agreement for Joint Operation of Fire and Emergency Medical Protection Facilities
21. Consider a **Resolution** Declaring Certain Vehicles and Miscellaneous Items of Personal Property to be Surplus and Authorizing the Sale or Disposal Thereof

Marysville City Council Meeting

March 14, 2016

7:00 p.m.

City Hall

22. Consider a **Resolution** Approving the Acceptance of Credit Cards for Payments Made to the City and Repealing Resolution No. 2084

23. Consider the Safety/Training Officer Classification and Compensation

24. Consider the Fireworks Permit in Preparation of the Celebrate Marysville 125 Years Event

Legal

Mayor's Business

Staff Business

Call on Councilmembers

Executive Session

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

Adjourn

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 days prior to the meeting date if any special accommodations are needed for this meeting.

Index #1

Call to Order/Pledge of Allegiance/Roll Call	7:00 p.m.
Approval of the Agenda	Approved
Committee Reports	
Audience Participation	
Presentation	
Marysville Diversity Committee	Held
Approval of Minutes	
Consider Approval of the January 4, 2016 City Council Work Session Meeting Minutes	Approved
Consider Approval of the January 11, 2016 City Council Meeting Minutes	Approved
Consent Agenda	
Consider Approval of the January 20, 2016 Claims in the Amount of \$478,724.82; Paid by EFT Transactions and Check Numbers 105385 through 105527 with No Checks Voided	Approved
Consider Approval of the January 20, 2016 Payroll in the Amount of \$934,673.04; Paid by EFT Transactions and Check Numbers 29648 through 29677	Approved
Consider Approval of the Snohomish County Human Services Grant Agreement	Approved
Consider Approval of the Citizen Advisory Committee's Funding Recommendations to Reallocate PY2015 Funds and Amend the Program Year 2015 Annual Action Plan in Accordance with the Citizen Participate Plan	Approved
Consider Approval of the Citizen Advisory Committee's Funding Recommendations for Program Years 2016 & 2017, and Direct Staff to Notify Each Sub recipient of the Approved Funding Recommendations and Prepare a Program Year 2016 Annual Action Plan in Accordance With The 2015 – 2019 Consolidated Plan	Approved
Consider Approval of the Citizen Advisory Committee's Funding Recommendations to Reallocate PY2014 Funds and Amend the Program Year 2014 Annual Action Plan in Accordance with the Citizen Participate Plan Marysville City Council Meeting February 8, 2016 7:00 p.m. City Hall	Approved
Consider Approval of the January 27, 2016 Claims in the Amount of \$891,865.29; Paid by EFT Transactions and Check Numbers 105528 through 105683 Voided	Approved
Review Bids	
Consider Awarding the Sunnyside Well Treatment Facility Project to James W. Fowler Company in the Amount of \$5,815,202.84 including Washington State Sales Tax and Approve a Management Reserve of \$290,760.14 for a Total Allocation of \$6,105,962.98	Approved
New Business	
Consider an Ordinance Repealing Chapter 2.08 of the Municipal Code and Dissolving the Marysville Library Board	Approved Ord. No. 3015
Consider an Ordinance authorizing the City of Marysville to Continue to Impose a Sales and Use Tax as Authorized by RCW 82.14.415 as a	Approved Ord. No. 3016

Credit against State Sales and Use Tax; Certifying the Costs to Provide Municipal Services to the Central Marysville Annexation Area; and Setting a New Threshold Amount for Fiscal Year 2016 Relating to Annexations	
Consider an Ordinance Amending Section 10.04.380 of the Municipal Code, and Adopting State Statutes Regarding Animal Cruelty and Animal Protection by Reference	Approved Ord. No. 3017
Consider Approval of the Distribution Easement with Public Utility District No. 1 of Snohomish County and Frontier Communications Northwest, Inc.	Approved
Mayor's Business	
Consider Approval of the Parks, Culture, and Recreation Reappointment: Brooke Hougan	Approved
Consider Approval of the Parks, Culture, and Recreation Appointment: Tom King	Approved
Staff Business	
Call on Councilmembers	
Excuse the absence of Councilmember Stevens.	Approved
Adjournment	7:27 p.m.
Executive Session	7:32 p.m.
Litigation – one item concerning pending litigation	
Adjournment	7:42 p.m.

COUNCIL*DRAFT*
MINUTES

Regular Meeting
February 8, 2016

Call to Order / Pledge of Allegiance

Mayor Nehring called the meeting to order at 7:00 p.m. Pastor Judy Johnston, JHC gave the invocation, and Mayor Nehring led those present in the Pledge of Allegiance.

Roll Call

Chief Administrative Officer Hirashima gave the roll call. The following staff and councilmembers were in attendance.

Mayor: Jon Nehring

Council: Steve Muller, Kamille Norton, Jeff Seibert, Michael Stevens, Rob Toyer, Jeff Vaughan, and Donna Wright

Absent: Michael Stevens

Also Present: Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Police Chief Rick Smith, City Attorney Jon Walker, Public Works Director Kevin Nielsen, Parks and Recreation Director Jim Ballew, and Recording Secretary Laurie Hugdahl.

Mayor Nehring commented that Councilmember Stevens was attending to some Fire Board duties, but might be arriving late.

Motion made by Councilmember Muller, seconded by Councilmember Wright, to approve the agenda. **Motion** passed unanimously (6-0).

Committee Reports

Councilmember Jeff Seibert reported on the February 5 Public Works Committee meeting where the committee had a presentation on the Operations Annual Plan and staff updates. They attempted to do paperless committee meeting, but couldn't access the necessary drive so were unable to.

Presentations

A. Marysville Diversity Committee

Mark Austin, Chair of the Diversity Committee, gave an update on the Diversity Committee and their action plan over the next two years to address diversity issues throughout the City.

Mayor Nehring thanked Mark and Jim Ballew and the committee for their work and dedication.

Audience Participation

Rob Hollis, 5116 – 108th Place NE, addressed concerns relating to the water billing policy structure. He suggested amendments to the policy to encourage incentives for conservation.

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

1. Consider Approval of the January 4, 2016 City Council Work Session Meeting Minutes

Motion made by Councilmember Wright, seconded by Councilmember Vaughan, to approve the January 4, 2016 City Council Work Session Meeting Minutes. **Motion** passed unanimously (6-0).

2. Consider Approval of the January 11, 2016 City Council Meeting Minutes

Councilmember Vaughan abstained.

Motion made by Council President Norton, seconded by Councilmember Toyer, to approve the January 11, 2016 City Council Meeting Minutes. **Motion** passed unanimously (5-0) with Councilmember Vaughan abstaining.

Consent

3. Consider Approval of the January 20, 2016 Claims in the Amount of \$478,724.82; Paid by EFT Transactions and Check Numbers 105385 through 105527 with No Checks Voided
4. Consider Approval of the January 20, 2016 Payroll in the Amount of \$934,673.04; Paid by EFT Transactions and Check Numbers 29648 through 29677
6. Consider Approval of the Snohomish County Human Services Grant Agreement

DRAFT

7. Consider Approval of the Citizen Advisory Committee's Funding Recommendations to Reallocate PY2015 Funds and Amend the Program Year 2015 Annual Action Plan in Accordance with the Citizen Participate Plan
8. Consider Approval of the Citizen Advisory Committee's Funding Recommendations for Program Years 2016 & 2017, and Direct Staff to Notify Each Sub recipient of the Approved Funding Recommendations and Prepare a Program Year 2016 Annual Action Plan in Accordance With The 2015 – 2019 Consolidated Plan
9. Consider Approval of the Citizen Advisory Committee's Funding Recommendations to Reallocate PY2014 Funds and Amend the Program Year 2014 Annual Action Plan in Accordance with the Citizen Participate Plan
Marysville City Council Meeting February 8, 2016 7:00 p.m. City Hall
14. Consider Approval of the January 27, 2016 Claims in the Amount of \$891,865.29; Paid by EFT Transactions and Check Numbers 105528 through 105683 Voided

Motion made by Councilmember Vaughan, seconded by Councilmember Wright, to approve the Consent Agenda items 3, 4, 6, 7, 8, 9, and 14. **Motion** passed unanimously (6-0).

Review Bids

5. Consider Awarding the Sunnyside Well Treatment Facility Project to James W. Fowler Company in the Amount of \$5,815,202.84 including Washington State Sales Tax and Approve a Management Reserve of \$290,760.14 for a Total Allocation of \$6,105,962.98

Public Works Director Nielsen said he was excited to get this project going and perfecting the water rights up at Sunnyside to produce more water for the City.

Motion made by Council President Norton, seconded by Councilmember Muller, to authorize the Mayor to sign and execute the Sunnyside Well Treatment Facility Project to James W. Fowler Company in the Amount of \$5,815,202.84 including Washington State Sales Tax and Approve a Management Reserve of \$290,760.14 for a Total Allocation of \$6,105,962.98. **Motion** passed unanimously (6-0).

Public Hearings

New Business

10. Consider an Ordinance Repealing Chapter 2.08 of the Municipal Code and Dissolving the Marysville Library Board

DRAFT

Mayor Nehring explained that since the Board is in the hands of Sno-Isle now the committee feels that their work is no longer necessary. Councilmember Muller, a member of the Library Board, concurred.

Motion made by Councilmember Toyer, seconded by Councilmember Muller, to approve Ordinance No. 3015. **Motion** passed unanimously (6-0).

11. Consider an Ordinance authorizing the City of Marysville to Continue to Impose a Sales and Use Tax as Authorized by RCW 82.14.415 as a Credit against State Sales and Use Tax; Certifying the Costs to Provide Municipal Services to the Central Marysville Annexation Area; and Setting a New Threshold Amount for Fiscal Year 2016 Relating to Annexations

Finance Director Langdon had no additional information. This is the standard renewal.

Motion made by Councilmember Muller, seconded by Councilmember Wright, to approve Ordinance No. 3016. **Motion** passed unanimously (6-0).

12. Consider an Ordinance Amending Section 10.04.380 of the Municipal Code, and Adopting State Statutes Regarding Animal Cruelty and Animal Protection by Reference

City Attorney Walker had no new comments.

Motion made by Councilmember Wright, seconded by Councilmember Muller, to approve Ordinance No. 3017. **Motion** passed unanimously (6-0).

16. Consider Approval of the Distribution Easement with Public Utility District No. 1 of Snohomish County and Frontier Communications Northwest, Inc.

Director Nielsen noted that this would support the bio solids project so they can set up their equipment to harvest and process their solids.

Motion made by Councilmember Muller, seconded by Council President Norton, to authorize the Mayor to sign the Distribution Easement with Public Utility District No. 1 of Snohomish County and Frontier Communications Northwest, Inc. **Motion** passed unanimously (6-0).

Legal

Mayor's Business

13. Consider Approval of the Parks, Culture, and Recreation Reappointment: Brooke Hougan

Motion made by Councilmember Wright, seconded by Councilmember Toyer, to approve the Mayor's reappointment of Brooke Hougan to the Parks, Culture, and Recreation Board. **Motion** passed unanimously (6-0).

15. Consider Approval of the Parks, Culture, and Recreation Appointment: Tom King

Motion made by Councilmember Muller, seconded by Councilmember Seibert, to approve the appointment of Tom King to the Parks, Culture, and Recreation Board. **Motion** passed unanimously (6-0).

Other:

- He and Councilmember Wright attended the ribbon cutting at Ashley Smith Insurance Agency on Wednesday.
- He attended an EASC legislative event in Olympia on Tuesday of last week.

Staff Business

Chief Smith commented that the Police Department had sergeant testing last week. Ten candidates moved forward. He commented the HR staff for their work on this process.

Sandy Langdon stated that the City received its first lodging taxes from Airbnb.

Jon Walker stated the need for an Executive Session to discuss potential litigation for ten minutes with no action.

Kevin Nielsen reported that the weather is expected to be 62 and sunny tomorrow.

Jim Ballew:

- The Father-Daughter Dance sold out about three weeks ago. This represents almost 800 people participating over two weekends.
- Council and friends are invited to a soft opening of the opera house this Thursday night at 5:30.
- The City was awarded a sixth year Tree City USA designation for the urban forestry the City has done.

Dave Koenig commented that Jeff Vaughan had brought up concerns about the home occupation and business license application process on the web portal so this has been revised with a new application that is simpler and deals with those concerns.

Call on Council

Jeff Vaughan thanked Dave Koenig's for his quick response.

Donna Wright had no comments.

Jeff Seibert thanked police for their response to a concern with one of our citizens.

Rob Toyer had no comments.

Steve Muller stated he attended another meeting for the homeless project. This is a great group and activity.

Kamille Norton:

- She saw a lot of Father-Daughter photos in her Facebook newsfeed on Saturday. People appear to love it.
- She asked when the Council will be revisiting the council rules. City Attorney Walker replied that they would be looking at those next month.

Motion made by Councilmember Muller, seconded by Council President Norton, to excuse the absence of Councilmember Stevens. **Motion** passed unanimously (6-0).

Council recessed at 7:27 for five minutes before reconvening in Executive Session to discuss one potential litigation item for ten minutes.

Executive Session

- A. Litigation – one item, RCW 42.30.110(1)(i)
- B. Personnel
- C. Real Estate

Executive session ended and public meeting reconvened at 7:42

Adjournment

Seeing no further business Mayor Nehring adjourned the meeting at 7:42 p.m.

Approved this _____ day of _____, 2016.

Mayor
Jon Nehring

April O'Brien
Deputy City Clerk

Index #2

February 22, 2016

7:00 p.m.

City Hall

Call to Order/Pledge of Allegiance/Roll Call	7:00 p.m.
Approval of the Agenda	Approved
Committee Reports	
Audience Participation	
Presentation	
Employee Service Award – Denise Gritton, 15 Years	Presented
Approval of Minutes	
Consider Approval of the January 25, 2016 City Council Meeting Minutes	Approved
Consider Approval of the February 1, 2016 City Council Work Session Minutes	Approved
Consent Agenda	
Consider Approval of the February 3, 2016 Claims in the Amount of \$1,164,536.39; Paid by EFT Transactions and Check Numbers 105684 through 105800 with Check Numbers 104208 & 105270 Voided	Approved
Consider Approval of the February 5, 2016 Payroll in the Amount \$1,631,452.88; Paid by EFT Transactions and Check Numbers 29678 through 29709	Approved
Consider Approval of the February 10, 2016 Claims in the Amount of \$449,443.56; Paid by EFT Transactions and Check Numbers 105801 through 106075 with Check Numbers 105320 and 105763 Voided	Approved
Review Bids	
New Business	
Consider the 2015 Transportation Benefit District Annual Report	Approved
Consider the 2016 Transportation Benefit District Projects Supplemental	Approved
Consider Accepting the JOA Pipeline Cathodic Protection Project, Starting the 45-Day Lien Filing Period for Project Closeout	Approved
Consider the Agreement with the Everett Gospel Mission	Approved
Consider the Agreement for Joint Operation of Fire and Emergency Medical Protection Facilities	Continued
Public Safety Committee Appointment – Kamille Norton	Approved
Mayor's Business	
Staff Business	
Call on Councilmembers	
Adjournment	7:42 p.m.
Executive Session	7:47 p.m.
Real Estate – One item	
Adjournment	7:50p.m.

COUNCIL*DRAFT*
MINUTES

Regular Meeting
February 22, 2016

Call to Order / Pledge of Allegiance

Mayor Nehring called the meeting to order at 7:00 p.m. Pastor Dennis Niva, 92nd Church of Christ, gave the invocation, and Mayor Nehring led those present in the Pledge of Allegiance.

Roll Call

Chief Administrative Officer Hirashima gave the roll call. The following staff and councilmembers were in attendance.

Mayor: Jon Nehring

Council: Steve Muller, Kamille Norton, Jeff Seibert, Michael Stevens, Rob Toyer, Jeff Vaughan, and Donna Wright

Absent: None

Also Present: Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Police Chief Rick Smith, City Attorney Jon Walker, Public Works Director Kevin Nielsen, Parks and Recreation Director Jim Ballew, Recording Secretary Laurie Hugdahl, Fire Chief McFalls and Community Development Director Dave Koenig

Motion made by Councilmember Toyer, seconded by Councilmember Muller, to approve the agenda. **Motion** passed unanimously (7-0).

Committee Reports

None

Audience Participation

None

DRAFT

Presentations

A. Employee Service Awards

Denise Gritton, Financial Planning Manager, Finance – 15 years

Finance Director Sandy Langdon presented Denise Gritton with an award for her 15 years of service.

Approval of Minutes

1. Consider Approval of the January 25, 2016 City Council Meeting Minutes

Motion made by Councilmember Stevens, seconded by Councilmember Norton, to approve the January 25, 2016 City Council Meeting Minutes. **Motion** passed unanimously (7-0).

2. Consider Approval of the February 1, 2016 City Council Work Session Minutes

Motion made by Councilmember Wright, seconded by Councilmember Vaughan, to approve the February 1, 2016 City Council Work Session Minutes. **Motion** passed unanimously (7-0).

Consent

3. Consider Approval of the February 3, 2016 Claims in the Amount of \$1,164,536.39; Paid by EFT Transactions and Check Numbers 105684 through 105800 with Check Numbers 104208 & 105270 Voided

4. Consider Approval of the February 5, 2016 Payroll in the Amount \$1,631,452.88; Paid by EFT Transactions and Check Numbers 29678 through 29709

8. Consider Approval of the February 10, 2016 Claims in the Amount of \$449,443.56; Paid by EFT Transactions and Check Numbers 105801 through 106075 with Check Numbers 105320 and 105763 Voided

Motion made by Councilmember Norton, seconded by Councilmember Toyer, to approve Consent Agenda items 3, 4, and 8. **Motion** passed unanimously (7-0).

Review Bids

Public Hearings

New Business

DRAFT

5. Consider the 2015 Transportation Benefit District Annual Report

Public Works Director Nielsen presented the 2015 Annual TBD Report. He reminded the Council that the TBD had a loan from the City so they could get started early with the paving. The TBD Board started paving Sunnyside Blvd, 100th Street, and 60th Drive NE. TBD Money was used to match grants for Marshall Elementary and Grove Street pedestrian and bicycle improvements. For all the projects the TBD Board replaced all the ADA ramps and brought them up to standard. Shoulder widening and pavement overlay within Parkside Manor was also completed. 67th Avenue from 88th to 108th was completed with federal money.

Motion made by Councilmember Muller, seconded by Councilmember Toyer, to approve the 2015 Annual Report as presented. **Motion** passed unanimously (7-0).

6. Consider the 2016 Transportation Benefit District Projects Supplemental

Public Works Director Nielsen explained this would be \$200,000 from extra sales tax to be used for pavement repair and paying off the loan early.

Councilmember Seibert asked why they are only doing the east side of State Avenue. Director Nielsen explained there is work they have to complete before they can do the other side.

Motion made by Councilmember Muller, seconded by Councilmember Toyer, to approve the 2016 TBD Project Supplemental. **Motion** passed unanimously (7-0).

7. Consider Accepting the JOA Pipeline Cathodic Protection Project, Starting the 45-Day Lien Filing Period for Project Closeout

Director Nielsen explained this would provide cathodic protection for the pipeline which provides service of Everett's water supply from Spada.

Motion made by Councilmember Norton, seconded by Councilmember Stevens, to accept the JOA Pipeline Cathodic Protection Project, Starting the 45-Day Lien Filing Period for Project Closeout. **Motion** passed unanimously (7-0).

9. Consider the Agreement with the Everett Gospel Mission

CAO Hirashima reviewed the agreement and explained the home is expected to be up and running by April 1.

Motion made by Councilmember Vaughan, seconded by Councilmember Muller, to approve the proposed Agreement with the Everett Gospel Mission. **Motion** passed unanimously (7-0).

DRAFT

10. Consider the Agreement for Joint Operation of Fire and Emergency Medical Protection Facilities

CAO Hirashima reviewed the revised agreement. The most significant of the revisions is the timeline. They have asked for a more certain and quicker timeline. Mayor Nehring emphasized that the Fire District commissioners are the ones who keep putting the date in there, not the City.

Councilmember Seibert requested comment from legal counsel. City Attorney Walker explained that the parties can reach a mutual agreement to extend the date. He commented that this is an ambitious timeline. Councilmember Seibert asked for clarification about what happens upon termination of the original agreement. City Attorney Walker offered to provide more information on this at a later date.

Councilmember Muller also expressed concern about termination language.

CAO Hirashima stated staff would schedule this for a future meeting and/or executive session to provide more information.

Councilmember Seibert referred to page 10.7 which refers to a formula. He asked staff's opinion on this. CAO Hirashima replied staff believes they can come up with a formula.

Councilmember Muller requested a subcommittee meeting on this before bringing this back for a vote.

There was consensus to bring this back to Council.

Public Safety Committee Appointment

Motion made by Council President Norton, seconded by Councilmember Seibert, to waive normal Council rules in order to add an item to the agenda regarding committee assignments. **Motion** passed unanimously (7-0).

Council President Norton stated that there is an opening on the Public Safety Committee which needs to be filled.

Motion made by Councilmember Wright, seconded by Councilmember Seibert, to nominate Councilmember Norton to the Public Safety Committee. **Motion** passed unanimously (7-0).

Mayor Nehring asked staff to have the committee appointment list updated and sent to the Council.

Legal

DRAFT

Mayor's Business

- He attended a ribbon cutting at Jeff's Texas Style Barbecue on State Avenue and spoke highly of the food there.
- The Opera House is really hopping with about 60 events planned.
- The Employee State of the City event at the Opera Center was a neat event.

Staff Business

Chief Smith:

- The soft opening at the Opera House was a very relaxing evening. It was a great job. He commended Director Ballew for the event.
- He acknowledged the agreement the Mayor and CAO Hirashima have done with the Everett Gospel Mission. This is an important agreement. He also acknowledged the work of local churches who have stepped forward to make this a success.

Sandy Langdon said if anyone else would like a keyboard for their iPad they should let her know.

Jon Walker:

- He stated the need for an Executive Session regarding acquisition of real estate for three minutes with no action expected.
- He noted he had distributed information regarding Council procedures for Council's review and possible action.

Kevin Nielsen commented it looks like there is going to be great weather the rest of the week.

Jim Ballew commented that the City hosted the legislative town meeting at the opera House. It was well done and a really good turnout. The birthday celebration flyer has been distributed to Council. The Mayor's gala has also been advertised.

Chief McFalls:

- He enjoyed the State of the City address.
- He thanked Mayor, CAO Hirashima, City Attorney Walker, and the Council for working with the Fire District Board on the agreement.
- He commended Jim Ballew on all his activities in the City.
- He gave an update on activities of the Personnel Committee.

Dave Koenig thanked the departments for their assistance in code enforcement and the Council for passing the ordinance regarding water and sewer requirements. There have been two houses impacted by this, and some very happy neighbors. He stated that one of the houses upheld to the Hearing Examiner, but the Hearing Examiner upheld the City's decision. He commended police and public works crews for their help too. There has been a very good community response.

DRAFT

Gloria Hirashima:

- Thanks to Parks for their work on the Opera House. It's great to see so many people coming to that facility and the mix of activities provided at the building. Council had asked about opportunities to work with the business community to look at ways to promote the use of facility. The City is looking at working with the Marysville Tulalip Chamber of Commerce and the EASC.
- She thanked Community Development and Code Enforcement. The ordinance that Council passed regarding shutting down utilities will be a very important tool.

Call on Councilmembers

Jeff Vaughan said he recently discovered that city parks provide a safe haven for husbands who accompany their wives to Marysville, but don't want to go shopping with them.

Donna Wright had no comments.

Jeff Seibert relayed a concern from a co-owner of a business that used to be right across the street from Comeford Park. He said they elected to close because of all the homeless activity that area.

Jeff Stevens had no comments.

Rob Toyer had no comments.

Steve Muller had no comments.

Kamille Norton said she was at an event at the Opera House on Friday and heard lots of positive comments about how great it looks.

Adjournment

Council recessed at 7:42 p.m. for five minutes before reconvening at 7:47 p.m. into Executive Session for three minutes to discuss one acquisition of real estate matter with no action expected.

Executive Session

- A. Litigation
- B. Personnel
- C. Real Estate – one item, RCW 42.30.110(1)(b)

Executive session ended and public meeting reconvened at 7:50 p.m.

DRAFT

Adjournment

Seeing no further business Mayor Nehring adjourned the meeting at 7:50 p.m.

Approved this _____ day of _____, 2016.

Mayor
Jon Nehring

April O'Brien
Deputy City Clerk

Index #3

COUNCIL*DRAFT*
MINUTES

Special Meeting
February 22, 2016

Call to Order

Mayor Nehring called the meeting to order at 5:30 p.m.

Roll Call

Chief Administrative Officer Hirashima gave the roll call. The following staff and councilmembers were in attendance.

Mayor: Jon Nehring

Council: Steve Muller, Kamille Norton, Michael Stevens, Rob Toyer, Jeff Vaughan, and Donna Wright

Absent: Councilmember Seibert

Also Present: Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Police Chief Rick Smith, Public Works Director Kevin Nielsen, Parks and Recreation Director Jim Ballew, Community Development Director Dave Koeing, Carol Mayer-Reed, and Ryan Carlson

Carol Mayer-Reed and Ryan Carlson with Mayer/Reed provided a Marysville Waterfront Park and Ebey Waterfront Trail draft master plan presentation. Another meeting will be scheduled in a month to discuss financing options.

Adjournment

Seeing no further business Mayor Nehring adjourned the meeting at 6:45 p.m.

Approved this _____ day of _____, 2016.

Mayor
Jon Nehring

April O'Brien
Deputy City Clerk

Index #4

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: March 14, 2016

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

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the February 19, 2016 payroll in the amount \$970,549.60, EFT Transactions and Check No.'s 29710 through 29738.

COUNCIL ACTION:

Index #5

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: March 14, 2016

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

Please see attached.

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the **February 17, 2016** claims in the amount of **\$459,846.30** paid by **EFT transactions** and **Check No. 106076 through 106223 with Check No.'s 103583 & 105056** voided.

COUNCIL ACTION:

BLANKET CERTIFICATION

CLAIMS
FOR
PERIOD-2

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$459,846.30 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 106076 THROUGH 106223 WITH CHECK NO.'S 103583 & 105056 VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

AUDITING OFFICER DATE

MAYOR DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **14TH DAY OF MARCH 2016.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 2/11/2016 TO 2/17/2016

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
106076	REVENUE, DEPT OF	SALES AND USE TAXES-JAN 2016	CITY CLERK	0.04
	REVENUE, DEPT OF		COMMUNITY DEVELOPMENT-	4.60
	REVENUE, DEPT OF		POLICE ADMINISTRATION	24.28
	REVENUE, DEPT OF		INFORMATION SERVICES	35.12
	REVENUE, DEPT OF		GOLF ADMINISTRATION	111.96
	REVENUE, DEPT OF		GENERAL FUND	130.92
	REVENUE, DEPT OF		RECREATION SERVICES	999.35
	REVENUE, DEPT OF		GOLF COURSE	2,472.03
	REVENUE, DEPT OF		STORM DRAINAGE	4,843.43
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	24,683.56
	REVENUE, DEPT OF		UTIL ADMIN	53,910.91
106077	ACANDYSTORE.COM INC.	EASTER EGG HUNT SUPPLIES	GENERAL FUND	-94.79
	ACANDYSTORE.COM INC.		RECREATION SERVICES	1,171.92
106078	ALBERTSONS	PW COMM MEETING SUPPLIES	UTIL ADMIN	15.96
106079	AMERICAN CLEANERS	DRY CLEANING-JAN 2016	POLICE INVESTIGATION	62.77
	AMERICAN CLEANERS		POLICE PATROL	76.43
	AMERICAN CLEANERS		DETENTION & CORRECTION	78.61
	AMERICAN CLEANERS		POLICE ADMINISTRATION	89.10
	AMERICAN CLEANERS		OFFICE OPERATIONS	96.84
106080	AMERICAN PLANNING	APA MEMBERSHIP DUES-HESS	COMMUNITY DEVELOPMENT-	238.00
106081	ARLINGTON HARDWARE	JEANS-WETZEL	GENERAL SERVICES - OVERH	167.55
106082	ATSI	CALIBRATION SERVICE AND POWER	CITY STREETS	-59.74
	ATSI		TRANSPORTATION MANAGEM	738.66
106083	BARCODES WEST	PRINTER LABELS	TRIBAL GAMING-GENL	344.74
106084	BARKLEY, CAROLYN	UTILITY TAX REBATE	NON-DEPARTMENTAL	90.24
106085	BICKFORD FORD	CORE REFUND	EQUIPMENT RENTAL	-81.60
	BICKFORD FORD	ENGINE COOLING FAN AND MODULE	EQUIPMENT RENTAL	419.02
	BICKFORD FORD	BRAKE ROTORS AND BRAKE PADS	ER&R	443.77
	BICKFORD FORD	ALTERNATOR W/CORE CHARGE	EQUIPMENT RENTAL	505.01
	BICKFORD FORD	DIAGNOSE AND SERVICE TRANSMISS	EQUIPMENT RENTAL	807.54
106086	BILLING DOCUMENT SPE	TRANSACTION FEES	UTILITY BILLING	879.79
	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	4,192.93
106087	BIRCH EQUIPMENT	TRACTOR RENTAL	PARK & RECREATION FAC	459.90
106088	BOB BARKER COMPANY	JAIL SUPPLIES	DETENTION & CORRECTION	805.96
106089	BRAINSTORM INC.	WINDOWS 10 AND OUTLOOK 2016 QU	COMPUTER SERVICES	1,008.86
106090	BRAUN NORTHWEST INC.	REAR VIEW CAMERA SYSTEM	EQUIPMENT RENTAL	338.67
106091	BSN SPORTS, INC	BASKETBALL SUPPLIES	RECREATION SERVICES	106.46
	BSN SPORTS, INC	BASKETBALL NETS	PARK & RECREATION FAC	177.89
106092	BUD BARTON'S GLASS	GLASS	ROADWAY MAINTENANCE	48.78
106093	CARRS ACE	METAL TAPE	EQUIPMENT RENTAL	32.60
	CARRS ACE	OUTLETS AND SOCKETS	WASTE WATER TREATMENT F	33.14
	CARRS ACE	TOOL BOXES	ROADSIDE VEGETATION	33.71
	CARRS ACE	BRASS HARDWARE	WATER DIST MAINS	187.20
106094	CEMEX	ASPHALT	ROADWAY MAINTENANCE	278.62
106095	CENTRAL WELDING SUPP	CARBON DIOXIDE & HAZMAT CHARGE	WATER SERVICE INSTALL	79.63
	CENTRAL WELDING SUPP		WATER SERVICE INSTALL	99.53
	CENTRAL WELDING SUPP	LAWN RAKES	ER&R	307.90
106096	CLEAN CUT TREE & STU	TREE REMOVAL	PARK & RECREATION FAC	870.40
	CLEAN CUT TREE & STU		PARK & RECREATION FAC	1,251.20
106097	CLEAR IMAGE PHOTOGRA	FATHER DAUGHTER DANCE PICTURES	RECREATION SERVICES	1,280.03
106098	CONSOLIDATED TECH	IGN MONTHLY CHARGE	OFFICE OPERATIONS	255.45
106099	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	1,996.72
106100	COSTLESS SENIOR SRVC	INMATE PRESCRIPTIONS-JAN 2016	DETENTION & CORRECTION	34.50
106101	COUGAR TREE SERVICE	TREE REMOVAL	ROADSIDE VEGETATION	435.20
106102	CUES	GRANITE SOFTWARE SUPPORT RENEW	WATER/SEWER OPERATION	-158.40
	CUES		SEWER MAIN COLLECTION	1,958.40
106103	CUMMINS NORTHWEST	INV REBILLED INCORRECT TAX	EQUIPMENT RENTAL	-3,794.63

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 2/11/2016 TO 2/17/2016

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
106103	CUMMINS NORTHWEST	INV REBILLED INCORRECT TAX	EQUIPMENT RENTAL	-263.85
	CUMMINS NORTHWEST	TAX RATE CREDIT INV 001-73224	SEWER LIFT STATION	-9.73
	CUMMINS NORTHWEST	UNDERFLOOR KIT	EQUIPMENT RENTAL	262.16
	CUMMINS NORTHWEST	ENGINE BLOCK HEATERS	EQUIPMENT RENTAL	511.86
	CUMMINS NORTHWEST	GENERATOR AND ACCESSORIES	EQUIPMENT RENTAL	3,770.38
106104	CUNNANE, THOMAS	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	37.50
	CUNNANE, THOMAS		LEGAL - PUBLIC DEFENSE	187.50
	CUNNANE, THOMAS		LEGAL - PUBLIC DEFENSE	225.00
106105	DEAN, MARY	UTILITY TAX REBATE	NON-DEPARTMENTAL	32.06
	DEAN, MARY		UTIL ADMIN	39.22
	DEAN, MARY		UTIL ADMIN	146.20
106106	DELL	MONITOR	POLICE PATROL	233.91
	DELL	MONITORS	POLICE INVESTIGATION	467.82
	DELL	REPLACEMENT PC'S	IS REPLACEMENT ACCOUNTS	21,261.96
106107	DIAMOND B CONSTRUCT	OPERATION TEST ON FURNACE	UTIL ADMIN	158.30
	DIAMOND B CONSTRUCT	REPAIR HEATING SYSTEM	MAINT OF GENL PLANT	971.40
	DIAMOND B CONSTRUCT	REPLACE COMPRESSOR	WASTE WATER TREATMENT F	3,445.82
106108	DICKS TOWING	TOWING EXPENSE-47224D	POLICE PATROL	43.52
	DICKS TOWING	TOWING EXPENSE-AXW 4592	POLICE PATROL	43.52
	DICKS TOWING	TOWING EXPENSE-MP16-3497	POLICE PATROL	43.52
	DICKS TOWING	TOWING EXPENSE-MP16-3717	POLICE PATROL	43.52
	DICKS TOWING	TOWING EXPENSE-MP16-4813	POLICE PATROL	43.52
	DICKS TOWING	TOWING EXPENSE-MP16-5307	POLICE PATROL	43.52
	DICKS TOWING		POLICE PATROL	43.52
106109	DIONNE, KELLY	REFUND CLASS FEES	PARKS-RECREATION	55.00
106110	DISPLAY & COSTUME	DANCE SUPPLIES	RECREATION SERVICES	602.12
106111	DUNLAP INDUSTRIAL	BAR	MAINT OF GENL PLANT	110.26
	DUNLAP INDUSTRIAL	DEWALT BATTERIES	WATER DIST MAINS	119.03
	DUNLAP INDUSTRIAL	BOOTS-WETZEL	GENERAL SERVICES - OVERH	190.99
106112	DURHAM, GLENNIS	UTILITY TAX REBATE	NON-DEPARTMENTAL	82.07
106113	E&E LUMBER	FASTENERS	UTIL ADMIN	2.72
	E&E LUMBER	LAG BOLTS	OPERA HOUSE	7.56
	E&E LUMBER	POWER BIT	PARK & RECREATION FAC	7.62
	E&E LUMBER	FASTENERS	PARK & RECREATION FAC	8.95
	E&E LUMBER	ELECTRIAL SUPPLIES	PARK & RECREATION FAC	9.15
	E&E LUMBER	LUMBER	PARK & RECREATION FAC	9.61
	E&E LUMBER	OPERA SUPPLIES	OPERA HOUSE	12.52
	E&E LUMBER	RED TAPE	OPERA HOUSE	12.52
	E&E LUMBER	LIGHT BULBS	PARK & RECREATION FAC	12.99
	E&E LUMBER	OPERA SUPPLIES	OPERA HOUSE	16.54
	E&E LUMBER	FASTENERS	PARK & RECREATION FAC	17.97
	E&E LUMBER	PAINT	ROADSIDE VEGETATION	31.27
	E&E LUMBER	PAINT SUPPLIES	PARK & RECREATION FAC	35.47
	E&E LUMBER	STAIN	WATER DIST MAINS	35.50
	E&E LUMBER	HASP	PARK & RECREATION FAC	42.41
	E&E LUMBER	SHAKE, PAINT BRUSHES AND RIDGE	WATER DIST MAINS	55.24
	E&E LUMBER	HARDWARE, PAINT AND TAPE	OPERA HOUSE	64.21
	E&E LUMBER	OPERA SUPPLIES	OPERA HOUSE	66.81
	E&E LUMBER	FASTENERS, TIE-DOWNS AND RATCH	PARK & RECREATION FAC	72.43
	E&E LUMBER	MDF AND SUPPLIES	OPERA HOUSE	77.56
	E&E LUMBER	LED'S	OPERA HOUSE	86.50
	E&E LUMBER	OPERA SUPLIES	OPERA HOUSE	117.38
	E&E LUMBER	BULBS AND DIMMER	OPERA HOUSE	126.37
	E&E LUMBER	CONCRETE AND PALLET	PARK & RECREATION FAC	193.32
	E&E LUMBER	SHINGLES, STAIN, LUMBER AND SH	WATER DIST MAINS	222.30
	E&E LUMBER	PAINTING SUPPLIES	ROADSIDE VEGETATION	232.12
	E&E LUMBER	BAGS, RAGS, CLEANER, BOTTLES A	ER&R	325.62

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 2/11/2016 TO 2/17/2016

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
106139	IRON MOUNTAIN	ROCK	SEWER CAPITAL PROJECTS	697.57
106140	JAEGER, HENRY	UTILITY TAX REBATE	NON-DEPARTMENTAL	94.90
106141	JOHNSON, SUSAN		NON-DEPARTMENTAL	38.14
	JOHNSON, SUSAN		UTIL ADMIN	39.22
	JOHNSON, SUSAN		UTIL ADMIN	146.20
106142	JONES, JODIE	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
106143	KAR GOR INC	DETECTION CAMERA	TRANSPORTATION MANAGEM	544.00
106144	KELLEY, MARCIA	REIMBURSE SERGEANTS EXAM SUPPL	POLICE ADMINISTRATION	105.51
106145	LAB/COR, INC.	CRYPTO GIARDIA	WATER QUAL TREATMENT	810.00
106146	LACKEY, KERRY	UTILITY TAX REBATE	UTIL ADMIN	39.22
	LACKEY, KERRY		NON-DEPARTMENTAL	40.44
	LACKEY, KERRY		UTIL ADMIN	146.20
106147	LAKESIDE INDUSTRIES	ASPHALT	ROADWAY MAINTENANCE	202.39
	LAKESIDE INDUSTRIES		WATER DIST MAINS	202.39
	LAKESIDE INDUSTRIES		STORM DRAINAGE	202.40
106148	LANCE, GABE	REIMBURSE CDL EXAM FEES	SOLID WASTE OPERATIONS	95.00
106149	LES SCHWAB TIRE CTR	REPAIR FLAT	PARK & RECREATION FAC	38.01
106150	LORMAN EDUCATION SVC	WEBINAR-FLOOD CONTROL, STORM W	STORM DRAINAGE	190.62
106151	LOWES HIW INC	OPERA SUPPLIES	OPERA HOUSE	40.27
	LOWES HIW INC	CABLE	OPERA HOUSE	74.92
	LOWES HIW INC	OPERA SUPPLIES	OPERA HOUSE	96.67
	LOWES HIW INC		OPERA HOUSE	217.58
	LOWES HIW INC	SMALL TOOLS	PARK & RECREATION FAC	512.67
106152	MACARELLO, JULIE	UTILITY TAX REBATE	NON-DEPARTMENTAL	38.57
	MACARELLO, JULIE		UTIL ADMIN	39.22
	MACARELLO, JULIE		UTIL ADMIN	146.20
106153	MARYSVILLE AWARDS	ENGRAVING	EXECUTIVE ADMIN	22.63
	MARYSVILLE AWARDS	NAMEPLATES	CITY COUNCIL	45.70
106154	MARYSVILLE PAINT	OPERA SUPPLIES	OPERA HOUSE	46.10
106155	MARYSVILLE PRINTING	POSTERS	RECREATION SERVICES	12.84
	MARYSVILLE PRINTING	BUSINESS CARDS	POLICE PATROL	169.51
	MARYSVILLE PRINTING	ENVELOPES	FINANCE-GENL	353.60
106156	MARYSVILLE, CITY OF	UTILITY SERVICE-17906 43RD AVE	WATER FILTRATION PLANT	55.12
	MARYSVILLE, CITY OF	UTILITY SERVICE-15524 SMOKEY P	NON-DEPARTMENTAL	155.65
	MARYSVILLE, CITY OF	UTILILITY SERVICE-6302 152ND ST	GOLF ADMINISTRATION	523.24
106157	MAYER/REED INC.	PROFESSIONAL SERVICES	GMA-PARKS	10,340.00
106158	MCCAIN TRAFFIC SPLY	CLUSTER	TRANSPORTATION MANAGEM	560.33
106159	MCCLAIN, MAE	UTILITY TAX REBATE	NON-DEPARTMENTAL	10.07
106160	METCALF, SHELLEY	INSTRUCTOR SERVICES	RECREATION SERVICES	948.48
106161	MEYER, ALBERT	UTILITY TAX REBATE	NON-DEPARTMENTAL	32.90
	MEYER, ALBERT		UTIL ADMIN	39.22
	MEYER, ALBERT		UTIL ADMIN	146.20
106162	MILL CREEK, CITY OF	SCC DINNER (2)	EXECUTIVE ADMIN	35.00
	MILL CREEK, CITY OF		CITY COUNCIL	35.00
106163	MONTE CRISTO PRESERV	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
106164	MOORE MEDICAL CORP	EVIDENCE SUPPLIES	GENERAL FUND	-9.38
	MOORE MEDICAL CORP		POLICE PATROL	115.97
106165	MOSALSKY, TANNA	REIMBURSE VEST PURCHASE	OFFICE OPERATIONS	56.23
106166	NATIONAL BARRICADE	SIGNS	PARK & RECREATION FAC	458.73
106167	NEWPORT, KATRINA	REIMBURSE TRAINING EXPENSE	COMMUNITY DEVELOPMENT-	360.96
106168	NORTHWESTERN AUTO	VEHICLE BODY WORK	EQUIPMENT RENTAL	599.92
106169	OFFICE DEPOT	CASE RETURN CREDIT	OFFICE OPERATIONS	-29.84
	OFFICE DEPOT	OFFICE SUPPLIES	UTIL ADMIN	5.31
	OFFICE DEPOT		ENGR-GENL	5.32
	OFFICE DEPOT		UTIL ADMIN	10.42
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	10.43
	OFFICE DEPOT		WATER QUAL TREATMENT	10.86

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 2/11/2016 TO 2/17/2016

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
106169	OFFICE DEPOT	OFFICE SUPPLIES	WATER QUAL TREATMENT	23.91
	OFFICE DEPOT		WATER QUAL TREATMENT	25.44
	OFFICE DEPOT		UTIL ADMIN	34.80
	OFFICE DEPOT		EQUIPMENT RENTAL	49.63
	OFFICE DEPOT		WATER QUAL TREATMENT	50.87
	OFFICE DEPOT		ENGR-GENL	53.19
	OFFICE DEPOT		POLICE INVESTIGATION	53.62
	OFFICE DEPOT		WASTE WATER TREATMENT F	59.35
	OFFICE DEPOT		POLICE PATROL	59.72
	OFFICE DEPOT		POLICE INVESTIGATION	61.41
	OFFICE DEPOT		EQUIPMENT RENTAL	74.80
	OFFICE DEPOT		TRANSPORTATION MANAGEM	75.22
	OFFICE DEPOT		POLICE PATROL	92.07
	OFFICE DEPOT		POLICE PATROL	101.72
	OFFICE DEPOT		ENGR-GENL	102.69
	OFFICE DEPOT		WATER QUAL TREATMENT	106.08
	OFFICE DEPOT		POLICE INVESTIGATION	106.33
	OFFICE DEPOT		UTIL ADMIN	112.06
	OFFICE DEPOT		EXECUTIVE ADMIN	116.72
	OFFICE DEPOT		POLICE PATROL	138.40
	OFFICE DEPOT		UTIL ADMIN	147.62
	OFFICE DEPOT		POLICE PATROL	156.66
	OFFICE DEPOT		POLICE PATROL	174.07
	OFFICE DEPOT		POLICE PATROL	220.19
	OFFICE DEPOT		WATER QUAL TREATMENT	327.23
	OFFICE DEPOT		POLICE PATROL	857.40
106170	PARTS STORE, THE	OIL AND AIR FILTERS	EQUIPMENT RENTAL	11.18
	PARTS STORE, THE	SERPENTINE BELT	EQUIPMENT RENTAL	31.01
	PARTS STORE, THE	MIRRORS, GASKET AND FILTERS	ER&R	82.97
	PARTS STORE, THE	CLEANER, OIL FILTERS, WIPER BL	ER&R	412.53
106171	PARTSMASTER	DRILL BITS, STICKS AND STEP BI	WASTE WATER TREATMENT F	352.74
106172	PEACE OF MIND	MINUTE TAKING SERVICE	CITY CLERK	124.00
	PEACE OF MIND		CITY CLERK	238.70
106173	PETROCARD SYSTEMS	FUEL CONSUMED	STORM DRAINAGE	22.52
	PETROCARD SYSTEMS		ENGR-GENL	36.89
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	56.49
	PETROCARD SYSTEMS		COMMUNITY DEVELOPMENT-	246.33
	PETROCARD SYSTEMS		PARK & RECREATION FAC	280.38
	PETROCARD SYSTEMS		GENERAL SERVICES - OVERH	1,608.49
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	1,876.79
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	2,002.46
	PETROCARD SYSTEMS		POLICE PATROL	4,104.36
106174	PETTY CASH- PARKS	REIMBURSE SPECIAL EVENT SUPPLI	RECREATION SERVICES	3.26
	PETTY CASH- PARKS		COMMUNITY EVENTS	10.86
	PETTY CASH- PARKS		OPERA HOUSE	53.54
106175	PETTY CASH- PW	REIMBURSE VEHICLE LICENSE AND	STORM DRAINAGE	40.75
	PETTY CASH- PW		EQUIPMENT RENTAL	44.75
	PETTY CASH- PW		EQUIPMENT RENTAL	44.75
	PETTY CASH- PW		EQUIPMENT RENTAL	47.75
106176	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	16.82
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	PRO-SHOP	23.08
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	MAINTENANCE	38.58
	PGC INTERBAY LLC		PRO-SHOP	81.27
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	PRO-SHOP	97.44
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	99.34
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	PRO-SHOP	100.00
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	117.22

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 2/11/2016 TO 2/17/2016

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
106176	PGC INTERBAY LLC	GOLF COURSE PAYROLL	MAINTENANCE	135.22
	PGC INTERBAY LLC		PRO-SHOP	135.23
	PGC INTERBAY LLC		MAINTENANCE	135.68
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	PRO-SHOP	202.50
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	MAINTENANCE	210.60
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	PRO-SHOP	240.00
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	260.77
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	PRO-SHOP	302.96
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	324.02
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	MAINTENANCE	336.61
	PGC INTERBAY LLC		MAINTENANCE	338.17
	PGC INTERBAY LLC		PRO-SHOP	364.00
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	MAINTENANCE	366.00
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	MAINTENANCE	375.00
	PGC INTERBAY LLC		MAINTENANCE	457.04
	PGC INTERBAY LLC		GOLF COURSE	582.50
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	MAINTENANCE	594.09
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	PRO-SHOP	849.18
	PGC INTERBAY LLC		MAINTENANCE	875.93
	PGC INTERBAY LLC		MAINTENANCE	945.00
	PGC INTERBAY LLC		GOLF COURSE	1,996.92
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	4,428.35
	PGC INTERBAY LLC		MAINTENANCE	7,916.66
106177	PICK OF THE LITTER	GRAPHIC DESIGN	RECREATION SERVICES	70.00
106178	PILCHUCK RENTALS	THATCHER RENTAL	PARK & RECREATION FAC	52.22
	PILCHUCK RENTALS	SAW CHAINS	PARK & RECREATION FAC	145.14
	PILCHUCK RENTALS	LIFT RENTAL	PARK & RECREATION FAC	228.48
106179	PLATT ELECTRIC	HARDWARE CREDIT	OPERA HOUSE	-68.50
	PLATT ELECTRIC	BOXES, GASKETS AND CONDUIT	WATER DIST MAINS	33.61
	PLATT ELECTRIC	WIRE REEL, WIRE, BREAKERS AND	TRANSPORTATION MANAGEM	60.43
	PLATT ELECTRIC	STEEL	OPERA HOUSE	75.64
	PLATT ELECTRIC	MULE TAPE	SEWER CAPITAL PROJECTS	227.96
	PLATT ELECTRIC	WALLPACK	MAINT OF GENL PLANT	267.83
	PLATT ELECTRIC	WIRE REEL, WIRE, BREAKERS AND	OPERA HOUSE	442.67
	PLATT ELECTRIC	CONDUIT, ELBOWS, TAPE, PULL LI	SEWER CAPITAL PROJECTS	619.66
	PLATT ELECTRIC	MULE TAPE AND PVC	SEWER CAPITAL PROJECTS	840.49
	PLATT ELECTRIC	PVC	SEWER CAPITAL PROJECTS	1,658.01
	PLATT ELECTRIC	PVC, CONDUIT, ELLS, TAPE AND C	SEWER CAPITAL PROJECTS	1,970.93
106180	PNTA	CUSTOM DRAPES-OPERA	OPERA HOUSE	7,975.04
106181	POLICE & SHERIFFS PR	ID CARDS	POLICE PATROL	32.49
	POLICE & SHERIFFS PR		OFFICE OPERATIONS	47.49
	POLICE & SHERIFFS PR		POLICE PATROL	107.90
106182	PRO-TECTION SEATTLE	WINDOW TINT INSTALLATION	COURT FACILITIES	1,070.59
106183	PROVIDENCE EVERETT M	INMATE MEDICAL CARE	DETENTION & CORRECTION	6,224.10
106184	PUD	ACCT #2011-4209-8	PARK & RECREATION FAC	8.35
	PUD	ACCT #2024-6102-6	MAINT OF GENL PLANT	16.14
	PUD	ACCT #2054-8182-3	GOLF ADMINISTRATION	17.25
	PUD	ACCT #2042-6034-3	TRAFFIC CONTROL DEVICES	18.36
	PUD	ACCT #2042-6262-0	TRAFFIC CONTROL DEVICES	18.36
	PUD	ACCT #2009-7395-6	SEWER LIFT STATION	23.68
	PUD	ACCT #2011-4215-5	TRANSPORTATION MANAGEM	35.31
	PUD	ACCT #2200-2050-7	STREET LIGHTING	39.21
	PUD	ACCT #2004-4880-1	TRANSPORTATION MANAGEM	42.67
	PUD	ACCT #2048-2969-1	STREET LIGHTING	53.13
	PUD	ACCT #2022-9424-5	SEWER LIFT STATION	54.88
	PUD	ACCT #2035-0002-0	STREET LIGHTING	55.52
	PUD	ACCT #2006-6043-9	STREET LIGHTING	67.88

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 2/11/2016 TO 2/17/2016

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
106184	PUD	ACCT #2039-9634-3	STREET LIGHTING	68.52
	PUD	ACCT #2000-6146-3	PARK & RECREATION FAC	69.81
	PUD	ACCT #2206-8134-0	STORM DRAINAGE	92.27
	PUD	ACCT #2016-2888-0	WASTE WATER TREATMENT F	124.17
	PUD	ACCT#2207-4060-9	NON-DEPARTMENTAL	139.02
	PUD	ACCT #2032-9121-6	GENERAL SERVICES - OVERF	163.39
	PUD	ACCT #2019-0963-7	SEWER LIFT STATION	240.27
	PUD	ACCT #2200-2051-1	STREET LIGHTING	332.65
	PUD	ACCT #2013-4666-5	SEWER LIFT STATION	355.95
	PUD	ACCT #2016-7563-4	WASTE WATER TREATMENT F	435.04
	PUD	ACCT #2015-8728-4	WASTE WATER TREATMENT F	497.72
	PUD	ACCT#2021-7733-3	MAINT OF GENL PLANT	726.36
	PUD	ACCT #2016-3968-9	MAINT OF GENL PLANT	1,609.11
	PUD	ACCT #2010-9896-9	PUMPING PLANT	2,405.27
106185	PUGET SOUND SECURITY	LOCKSET	PARK & RECREATION FAC	14.13
	PUGET SOUND SECURITY	KEYS MADE	STORM DRAINAGE	14.69
106186	PUMPTECH INC	ALTERNATOR AND INSTALLATION	SEWER LIFT STATION	592.04
106187	RANDHAWA, MOHINDER	INTERPRETER SERVICES	COURTS	150.00
106188	REGO, AMANDA	REFUND CLASS FEES	PARKS-RECREATION	60.00
106189	RESULTS GROUP, THE	TRAINING-ELTON & VINSON	POLICE TRAINING-FIREARMS	750.00
106190	RIBA, KARENSA	REFUND CLASS FEES	PARKS-RECREATION	25.00
106191	RONGERUDE, JOHN	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	300.00
106192	SANDHOFER, PAMELA	UTILITY TAX REBATE	NON-DEPARTMENTAL	95.40
106193	SCORE	INMATE HOUSING-JAN 2016	DETENTION & CORRECTION	27,090.00
106194	SCWBOA	BASKETBALL REFEREES	RECREATION SERVICES	4,367.00
106195	SEIBERT, JEFF	REIMBURSE NLC CONF EXPENSES	CITY COUNCIL	540.20
106196	SHERWIN WILLIAMS	PAINT	MAINT OF GENL PLANT	89.28
	SHERWIN WILLIAMS	PRIMER, ROLLERS, BRUSHES AND T	UTIL ADMIN	216.60
106197	SHRED-IT US	MONTHLY SHREDDING SERVICE	PERSONNEL ADMINISTRATIO	19.52
	SHRED-IT US		POLICE INVESTIGATION	57.26
	SHRED-IT US		DETENTION & CORRECTION	57.26
	SHRED-IT US		OFFICE OPERATIONS	57.26
	SHRED-IT US		POLICE PATROL	57.29
106198	SNO CO PUBLIC WORKS	ROAD BOND DEBT	STORM DRAINAGE	13,036.63
106199	SOUND PUBLISHING	LEGAL ADS	WATER CAPITAL PROJECTS	119.88
106200	SOUND PUBLISHING		CITY CLERK	191.19
106201	SOUND PUBLISHING		COMMUNITY DEVELOPMENT-	363.13
	SOUND PUBLISHING		UTIL ADMIN	421.47
106202	SOUND SAFETY	BOOTS-DEAVER	GENERAL SERVICES - OVERF	173.46
	SOUND SAFETY	FIRST AID KITS	ER&R	223.04
	SOUND SAFETY	JEANS & BOOTS-SCHOOLCRAFT	UTIL ADMIN	313.08
	SOUND SAFETY	JACKET, BOOTS & JEANS-NORSBY	FACILITY MAINTENANCE	414.15
	SOUND SAFETY	GLOVES	DETENTION & CORRECTION	579.96
106203	SOUTHERN COMPUTER	MISC PERIPHERAL	COMPUTER SERVICES	14.41
	SOUTHERN COMPUTER	BULK BACKUP	IS REPLACEMENT ACCOUNTS	886.71
106204	SPRINGBROOK NURSERY	SAND	PARK & RECREATION FAC	81.85
106205	STAPLES	OFFICE SUPPLY CREDIT	COMMUNITY DEVELOPMENT-	-42.52
	STAPLES	OFFICE SUPPLIES	COMMUNITY DEVELOPMENT-	10.76
	STAPLES		COMMUNITY CENTER	14.80
	STAPLES		COMMUNITY EVENTS	16.97
	STAPLES		COMMUNITY DEVELOPMENT-	22.73
	STAPLES		PARK & RECREATION FAC	24.14
	STAPLES		COMMUNITY DEVELOPMENT-	29.04
	STAPLES		COMMUNITY DEVELOPMENT-	42.52
	STAPLES		COMMUNITY DEVELOPMENT-	53.81
	STAPLES		CITY CLERK	64.66
106206	STATE PATROL	BACKGROUND CHECKS-JAN 2016	PERSONNEL ADMINISTRATIO	312.00

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 2/11/2016 TO 2/17/2016

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
106207	STRATEGIES 360	PROFESSIONAL SERVICES	GENERAL SERVICES - OVERF	3,766.44
	STRATEGIES 360		WASTE WATER TREATMENT F	3,766.45
	STRATEGIES 360		UTIL ADMIN	5,021.92
106208	TIERNEY, HELEN	UTILITY TAX REBATE	NON-DEPARTMENTAL	51.50
106209	TRANSPORTATION, DEPT	GUARDRAIL INSTALLATION AND MAT	ROADWAY MAINTENANCE	47.01
	TRANSPORTATION, DEPT	DE-ICER	SNOW & ICE CONTROL	61.87
	TRANSPORTATION, DEPT	PROJECT COSTS	GMA - STREET	340.65
106210	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	96.86
106211	UNIVERSITY OF NEVADA	TRAINING-VANDERWALKER	POLICE TRAINING-FIREARMS	895.00
106212	US BANK	SAFEKEEPING FEES	FINANCE-GENL	68.00
106213	USDA-APHIS-WILDLIFE	PROFESSIONAL SERVICES	STORM DRAINAGE	4,164.58
106214	WA ASPHALT PAVEMENT	JOINT ASPHALT WORKSHOP (2)	TRAINING	260.00
106215	WASTE MANAGEMENT	YARDWASTE AND RECYCLE SERVICE-	RECYCLING OPERATION	109,326.65
106216	WAVEDIVISION HOLDING	I-NET LEASE	CENTRAL SERVICES	536.93
106217	WEBCHECK	WEBCHECK SERVICE-JAN 2016	UTILITY BILLING	770.30
106218	WEED GRAAFSTRA	LEGAL SERVICE	UTIL ADMIN	298.37
	WEED GRAAFSTRA		LEGAL-GENL	298.38
	WEED GRAAFSTRA		ARTERIAL STREET-GENL	846.00
106219	WHITTALL, CAROL	UTILITY TAX REBATE	NON-DEPARTMENTAL	26.50
	WHITTALL, CAROL		UTIL ADMIN	39.22
	WHITTALL, CAROL		UTIL ADMIN	146.20
106220	WOLTERS KLUWER LAW	2016 APA BASIC GUIDE TO PAYROL	FINANCE-GENL	571.20
106221	WOODMANSEE, LAUREN	REIMBURSE CURTAIN PURCHASE-OPE	OPERA HOUSE	216.91
106222	YAKIMA COUNTY DOC	INMATE HOUSING-JAN 2016	DETENTION & CORRECTION	14,755.13
106223	YORK, TERRI	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00

WARRANT TOTAL: 464,486.26

CHECK #103583 CHECK LOST IN MAIL (179.16)
 CHECK #105056 CHECK LOST IN MAIL (4460.80)

REASON FOR VOIDS:

- UNCLAIMED PROPERTY
- INITIATOR ERROR
- WRONG VENDOR
- CHECK LOST/DAMAGED IN MAIL

459,846.30

Index #6

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: March 14, 2016

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

Please see attached.

<p>RECOMMENDED ACTION:</p> <p>The Finance and Executive Departments recommend City Council approve the February 24, 2016 claims in the amount of \$498,802.17 paid by EFT transactions and Check No. 106224 through 106407 with no Check No.'s voided.</p> <p>COUNCIL ACTION:</p>

BLANKET CERTIFICATION

**CLAIMS
FOR
PERIOD-2**

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$498,802.17 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 106224 THROUGH 106407 WITH NO CHECK NO.'S VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

AUDITING OFFICER

DATE

MAYOR

DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **14TH DAY OF MARCH 2016.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 2/18/2016 TO 2/24/2016

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
106224	ALBERTO, CATHERINE	UTILITY TAX REBATE	NON-DEPARTMENTAL	31.82
106225	ALBERTSONS	MEETING & SPECIAL EVENT SUPPLI	PARK & RECREATION FAC	15.20
	ALBERTSONS		RECREATION SERVICES	37.97
	ALBERTSONS		PARK & RECREATION FAC	62.48
	ALBERTSONS		RECREATION SERVICES	70.98
106226	ALPHA COURIER INC	COURIER SERVICE	WASTE WATER TREATMENT F	256.40
106227	ALVIS, MIRANDA	REFUND BUSINESS LICENSE FEES	GENL FUND BUS LIC & PERMI	50.00
106228	AMERICAN PUBLIC WORK	WA CHAPTER DUES/MEMBERSHIP-LAY	ENGR-GENL	112.00
106229	ARAMARK UNIFORM	UNIFORM CLEANING	SMALL ENGINE SHOP	4.15
	ARAMARK UNIFORM		EQUIPMENT RENTAL	38.88
106230	ARLINGTON, CITY OF	ARL CHRISTIAN SCHOOL WATER USA	SOURCE OF SUPPLY	111.72
106231	BANK OF AMERICA	MEAL REIMBURSEMENT	EXECUTIVE ADMIN	18.78
106232	BANK OF AMERICA		MUNICIPAL COURTS	68.67
106233	BANK OF AMERICA	NOTARY SUPPLIES/WEB SERVICE RE	GENERAL FUND	-8.58
	BANK OF AMERICA		CITY CLERK	106.08
106234	BANK OF AMERICA	SUPPLY REIMBURSEMENT	GENERAL FUND	-25.64
	BANK OF AMERICA		PARK & RECREATION FAC	77.06
	BANK OF AMERICA		OPERA HOUSE	703.07
106235	BANK OF AMERICA	TRAVEL REIMBURSEMENT	COMMUNITY DEVELOPMENT-	971.28
106236	BANK OF AMERICA	SUPPLY REIMBURSEMENT	POLICE INVESTIGATION	-97.38
	BANK OF AMERICA		GENERAL FUND	-41.23
	BANK OF AMERICA		POLICE TRAINING-FIREARMS	397.32
	BANK OF AMERICA		POLICE PATROL	509.60
	BANK OF AMERICA		POLICE ADMINISTRATION	515.50
106237	BANK OF AMERICA		EXECUTIVE ADMIN	192.00
	BANK OF AMERICA		COMMUNITY EVENTS	299.00
	BANK OF AMERICA		OPERA HOUSE	1,191.61
106238	BANK OF AMERICA	TRAVEL/TRAINING REIMBURSEMENT	GENERAL FUND	-77.39
	BANK OF AMERICA		POLICE INVESTIGATION	349.78
	BANK OF AMERICA		POLICE ADMINISTRATION	469.03
	BANK OF AMERICA		POLICE PATROL	1,259.26
106239	BANK OF AMERICA		POLICE INVESTIGATION	1,182.24
	BANK OF AMERICA		POLICE TRAINING-FIREARMS	1,501.25
106240	BANK OF AMERICA	SUPPLY/TRAVEL REIMBURSEMENT	CITY COUNCIL	-75.00
	BANK OF AMERICA		EXECUTIVE ADMIN	1,676.57
	BANK OF AMERICA		CITY COUNCIL	5,837.40
106241	BELLA BOUTIQUE, LLC	REFUND BUSINESS LICENSE FEES	GENL FUND BUS LIC & PERMI	50.00
106242	BENHAM, EDWINA	UTILITY TAX REBATE	NON-DEPARTMENTAL	53.42
106243	BONNELL PROPERTY	UB 131334190000 12012 46TH DR	WATER/SEWER OPERATION	108.05
106244	BRADLEY, BRIAN & SHA	UB 091463650000 14636 50TH AVE	WATER/SEWER OPERATION	30.86
106245	BRISCOE, DEAN	REIMBURSE MEAL-TRAINING	TRANSPORTATION MANAGEM	15.00
106246	BROWER, ERIC & BREND	UB 840027400001 6820 74TH DR N	WATER/SEWER OPERATION	272.27
106247	BURGESS, MARYKE	REIMBURSE SPECIAL EVENT SUPPLY	RECREATION SERVICES	143.87
106248	C & L PROPERTIES	UB 920913100000 620 BEACH AVE	WATER/SEWER OPERATION	37.57
106249	CANAM FABRICATIONS	REFUSE TRUCK REPAIR	EQUIPMENT RENTAL	2,263.04
106250	CANNON, LORIN & JEAN	UB 420750071003 16620 40TH AVE	WATER/SEWER OPERATION	23.30
106251	CARRS ACE	ELECTRICAL OUTLET	SEWER LIFT STATION	9.79
	CARRS ACE	ELLS AND CONDUIT	WATER DIST MAINS	30.42
	CARRS ACE	VALVES, BOX CUTTER AND CLAMPS	WASTE WATER TREATMENT F	63.95
106252	CASCADE NATURAL GAS	NATURAL GAS CHARGES	WATER FILTRATION PLANT	1,648.72
106253	CEMEX	ASPHALT	ROADWAY MAINTENANCE	313.55
106254	CENTRAL WELDING SUPP	CONE HOLDERS	STORM DRAINAGE	59.62
	CENTRAL WELDING SUPP		SEWER MAIN COLLECTION	59.62
106255	CERIUM NETWORKS	CONSULTING SERVICES	IS REPLACEMENT ACCOUNTS	8,786.69
106256	CHRISTMAS DONE BRIGH	TOUR OF LIGHTS SUPPLIES	PRO-SHOP	210.00
106257	CLEAR IMAGE PHOTOGRA	WALL ART-OPERA HOUSE	OPERA HOUSE	544.00
106258	CODE PUBLISHING	ELEC UPDATES	CITY CLERK	259.20
106259	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	3,750.71
106260	CROWLEY, MARGIL	UTILITY TAX REBATE	NON-DEPARTMENTAL	65.92
106261	CROWN FILMS LLC	DOG WASTE BAGS	STORM DRAINAGE	1,501.44
106262	DAHLBERG,DENNIS&JUDY	UTILITY TAX REBATE	NON-DEPARTMENTAL	119.31

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 2/18/2016 TO 2/24/2016

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
106263	DAVIS, EIKO	UTILITY TAX REBATE	NON-DEPARTMENTAL	91.49
106264	DEAVER, JAMES	REIMBURSE MEALS-TRAINING	TRANSPORTATION MANAGEM	41.85
	DEAVER, JAMES	REIMBURSE MILEAGE	TRANSPORTATION MANAGEM	51.84
106265	DOG WASTE DEPOT	PET WASTE STATIONS	WATER/SEWER OPERATION	-35.02
	DOG WASTE DEPOT		STORM DRAINAGE	433.02
106266	DONNELSON ELECTRIC	PW ADMIN REMODEL ELECTRICAL WO	UTIL ADMIN	1,076.07
106267	DULIN, PATRICIA	UTILITY TAX REBATE	NON-DEPARTMENTAL	28.84
	DULIN, PATRICIA		UTIL ADMIN	39.22
	DULIN, PATRICIA		UTIL ADMIN	146.20
106268	E&E LUMBER	STAPLE GUN AND STAPLES	COMMUNITY DEVELOPMENT-	28.70
	E&E LUMBER	OUTLET STRIP AND CORDS	RECREATION SERVICES	85.18
	E&E LUMBER	DRILL AND BITS	FACILITY MAINTENANCE	157.51
106269	EAGAN, DONALD	UTILITY TAX REBATE	NON-DEPARTMENTAL	20.76
	EAGAN, DONALD		UTIL ADMIN	39.22
	EAGAN, DONALD		UTIL ADMIN	185.94
106270	ECO 3	CERT TRAINING-GRASSL	STORM DRAINAGE	175.00
106271	ELECTRONIC SYSTEMS	REPAIR WIRELESS RADIO	SEWER LIFT STATION	1,858.46
106272	EMERALD HILLS	COFFEE SUPPLIES	BAXTER CENTER APPRE	137.83
106273	ERDL, LINNIE	UTILITY TAX REBATE	UTIL ADMIN	39.22
	ERDL, LINNIE		NON-DEPARTMENTAL	58.08
	ERDL, LINNIE		UTIL ADMIN	185.94
106274	EVERETT BAYSIDE	KEY AND ASSEMBLY	WASTE WATER TREATMENT F	87.23
106275	EVERETT, CITY TREAS	WATER FILTRATION SERVICES	SOURCE OF SUPPLY	212,969.56
106276	FASTENERS	HARDWARE	STORM DRAINAGE	11.47
106277	FEENEY WIRELESS	MODEM REPLACEMENT	IS REPLACEMENT ACCOUNTS	3,019.04
106278	FLEETPRIDE, INC.	SWITCH	EQUIPMENT RENTAL	138.07
106279	FURNIER, GARY & RAE	UB 240630000000 10427 56TH AVE	WATER/SEWER OPERATION	66.24
106280	FRANZWA, KATHLEEN	UTILITY TAX REBATE	NON-DEPARTMENTAL	41.30
106281	FRONTIER COMMUNICATI	ACCT #36065836350725085	COMMUNITY DEVELOPMENT-	47.43
	FRONTIER COMMUNICATI		UTIL ADMIN	47.44
	FRONTIER COMMUNICATI	ACCT #36065774950927115	STREET LIGHTING	47.70
106282	FRY, LYNN	UB 811060000000 6314 49TH DR N	WATER/SEWER OPERATION	35.08
106283	GALLS, LLC	UNIFORM-LESTER	OFFICE OPERATIONS	17.35
	GALLS, LLC	UNIFORM-MOSALSKY	OFFICE OPERATIONS	17.35
	GALLS, LLC	UNIFORM-NEWMAN	OFFICE OPERATIONS	17.35
	GALLS, LLC	UNIFORM-MOSALSKY	OFFICE OPERATIONS	54.39
106284	GOVCONNECTION INC	SYMANTEC AV LICENSE RENEWALS	COMPUTER SERVICES	4,808.96
106285	GRAHAM, ROBERT	UTILITY TAX REBATE	NON-DEPARTMENTAL	70.79
106286	GRAINGER	FLOAT SWITCH	WATER DIST MAINS	141.36
106287	GRAY AND OSBORNE	PROFESSIONAL SERVICES	STORM DRAINAGE	9,602.54
106288	GREENSHIELDS	HYDRAULIC HOSE ASSEMBLY	EQUIPMENT RENTAL	232.32
106289	GRIFFEN, CHRIS	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	112.50
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	225.00
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	300.00
106290	GRIFFIN, STEVE & RHO	UB 130173000000 11127 47TH AVE	WATER/SEWER OPERATION	71.45
106291	HANNAHS, JESSE	REIMBURSE MEALS-TRAINING	TRANSPORTATION MANAGEM	15.00
106292	HD FOWLER COMPANY	GREEN PAINT	ER&R	105.23
	HD FOWLER COMPANY	PVC	WASTE WATER TREATMENT F	163.64
	HD FOWLER COMPANY	FLANGE REDUCER	SEWER MAIN COLLECTION	280.16
106293	HE MITCHELL CO	LOCKS, RIM AND TAILPIECE	MAINT OF GENL PLANT	209.29
106294	HENNIG, JEANINE TULL	INSTRUCTOR SERVICES	RECREATION SERVICES	38.40
	HENNIG, JEANINE TULL		RECREATION SERVICES	76.80
	HENNIG, JEANINE TULL		RECREATION SERVICES	126.00
	HENNIG, JEANINE TULL		RECREATION SERVICES	224.00
106295	HILL, MATTHEW	UB 235005000000 5005 110TH PL	WATER/SEWER OPERATION	18.00
106296	HUMAN SERVICES	LIQUOR BOARD PROFITS & EXCISE	NON-DEPARTMENTAL	4,100.97
106297	IMSA	IMSA CERT RENEWAL-BRISCOE	TRANSPORTATION MANAGEM	40.00
106298	IRON MOUNTAIN	ROCK	SEWER MAIN COLLECTION	1,561.67
106299	JOHNSON, MARGARET	UTILITY TAX REBATE	NON-DEPARTMENTAL	27.46
106300	JP COOKE COMPANY,THE	O-RINGS FOR ANIMAL LICENSE TAG	GENERAL FUND	-0.52

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 2/18/2016 TO 2/24/2016

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
106300	JP COOKE COMPANY,THE	O-RINGS FOR ANIMAL LICENSE TAG	COMMUNITY DEVELOPMENT-	6.37
106301	K2 DATA SYSTEMS INC	PROFESSIONAL SERVICES	WASTE WATER TREATMENT F	312.50
	K2 DATA SYSTEMS INC		WATER FILTRATION PLANT	312.50
106302	KELLY, LANNY	UTILITY TAX REBATE	NON-DEPARTMENTAL	52.52
106303	KIM, JAMIE S.	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	52.50
	KIM, JAMIE S.		LEGAL - PUBLIC DEFENSE	187.50
	KIM, JAMIE S.		LEGAL - PUBLIC DEFENSE	300.00
106304	KING, SUSAN	UTILITY TAX REBATE	NON-DEPARTMENTAL	38.06
	KING, SUSAN		UTIL ADMIN	39.22
	KING, SUSAN		UTIL ADMIN	185.94
106305	KINNEY, HEATHER	REIMBURSE MEALS-TRAINING	TRANSPORTATION MANAGEM	15.00
	KINNEY, HEATHER	REIMBURSE MILEAGE	TRANSPORTATION MANAGEM	51.84
106306	KLEMME, JAMIE	UB 060280000001 5610 92ND PL N	WATER/SEWER OPERATION	236.96
106307	KUNG FU 4 KIDS	INSTRUCTOR SERVICES	RECREATION SERVICES	69.30
	KUNG FU 4 KIDS		RECREATION SERVICES	207.90
	KUNG FU 4 KIDS		RECREATION SERVICES	450.45
106308	LAKE STEVENS SCHOOL	MITIGATION FEES-JAN 2016	SCHOOL MIT FEES	46,800.00
106309	LAKEWOOD SCHOOL DIST		SCHOOL MIT FEES	3,381.00
106310	LANG, HENRY	UTILITY TAX REBATE	NON-DEPARTMENTAL	3.24
106311	LAUGHLIN, LYNDA	UB 233230000002 5012 110TH PL	WATER/SEWER OPERATION	2,264.80
106312	LAWSON, DONNA MAE	UTILITY TAX REBATE	UTIL ADMIN	39.22
	LAWSON, DONNA MAE		NON-DEPARTMENTAL	72.26
	LAWSON, DONNA MAE		UTIL ADMIN	146.20
106313	LICENSING, DEPT OF	ALLEN, S (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	BALES, J (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	BLAKE, J (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	BRANT, C (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	BROTHERS, K (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	BROWN, I (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	CHRISTISON, D (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	COMPTON, T (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	DANIELS, E (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	DONOVAN, E (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	ECKOLA, K (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	EPSTEIN, M (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	ERICKSON, T (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	FROWNER, F (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	GASSAWAY, W (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	GIEBELSTEIN, R (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	HEICHEL, B (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	HUIZENGA, J (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	JAMES, K (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	LARSON, V (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	LAYTON, S (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	LAYTON, Y (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	LINTON, C (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	MEYERS, B (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	PELSER, A (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	PELSER, B (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	RAINWATER, M (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	ROBERTS, E (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	SELIA, A (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	STENSON, A (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	SUTTON, G (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	THOMAS, R (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	TRINIDAD, G (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	VANNICE, S (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	ZAMORA, R (ORIGINAL)	GENERAL FUND	18.00
106314	LORMAN EDUCATION SVC	WEBINAR-FLOOD CONTROL, STORM W	STORM DRAINAGE	190.62
106315	LYNN PEAVEY COMPANY	EVIDENCE SUPPLIES	POLICE PATROL	353.82
106316	MARSH, KATHERINE	UTILITY TAX REBATE	NON-DEPARTMENTAL	71.53

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 2/18/2016 TO 2/24/2016

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
106317	MARYFEST	HOTEL/MOTEL GRANT	HOTEL/MOTEL TAX	25,000.00
106318	MARYSVILLE COURT	TRANSMITTAL RECORD	LEGAL - PROSECUTION	40.00
106319	MARYSVILLE COURT	BANK BAG REIMBURSEMENT	MUNICIPAL COURTS	47.50
106320	MARYSVILLE PRINTING	ENVELOPES	OPERA HOUSE	13.60
	MARYSVILLE PRINTING	NCO FORM PRINTING	MUNICIPAL COURTS	99.66
106321	MARYSVILLE SCHOOL	FACILITY USAGE-TMS	RECREATION SERVICES	60.00
	MARYSVILLE SCHOOL	MITIGATION FEES-JAN 2016	SCHOOL MIT FEES	9,085.00
106322	MARYSVILLE, CITY OF	UTILITY SERVICE-1635 GROVE ST	PUBLIC SAFETY BLDG.	2,515.28
106323	MASSEY, ROBERT	UTILITY TAX REBATE	NON-DEPARTMENTAL	72.35
106324	MCDONALD, KEVIN D	HEARING EXAMINER SERVICES	COMMUNITY DEVELOPMENT-	2,175.50
106325	MCGUIRE, JENNIFER	UB 847626000000 7626 87TH AVE	WATER/SEWER OPERATION	18.22
106326	MELNIK, STEPHAN & OL	UB 986503360000 6503 36TH ST N	WATER/SEWER OPERATION	209.83
106327	MICRO PRECISION	ANNUAL THERMOMETER CALIBRATION	WASTE WATER TREATMENT F	386.00
106328	MICROFLEX INC	SALES TAX AUDIT PROGRAM-JAN 20	FINANCE-GENL	70.00
106329	MILAR, MARLYN	UTILITY TAX REBATE	NON-DEPARTMENTAL	26.54
	MILAR, MARLYN		UTIL ADMIN	39.22
	MILAR, MARLYN		UTIL ADMIN	185.94
106330	MILLER, PENNY		UTIL ADMIN	39.22
	MILLER, PENNY		NON-DEPARTMENTAL	71.74
	MILLER, PENNY		UTIL ADMIN	146.20
106331	MOTOR TRUCKS	CLEVIS KITS	EQUIPMENT RENTAL	27.21
	MOTOR TRUCKS	LONG STROKE PIGGYBACK AIR CANS	EQUIPMENT RENTAL	178.02
	MOTOR TRUCKS	DIAGNOSE AND REPAIR 2008 INTER	EQUIPMENT RENTAL	776.19
106332	MYERS, BERNICE E.	UTILITY TAX REBATE	NON-DEPARTMENTAL	70.95
106333	NELL, EDWIN	UB 840100840003 6614 81ST DR N	WATER/SEWER OPERATION	25.82
106334	NELSON, CHRISTINA	UTILITY TAX REBATE	NON-DEPARTMENTAL	18.83
106335	NELSON, ELTON		NON-DEPARTMENTAL	37.57
106336	NEWMAN, CAROL		UTIL ADMIN	39.22
	NEWMAN, CAROL		NON-DEPARTMENTAL	47.69
	NEWMAN, CAROL		UTIL ADMIN	146.20
106337	NEWMAN, EMILY		NON-DEPARTMENTAL	63.03
106338	NOGALES, ELEANOR		NON-DEPARTMENTAL	56.36
106339	OCWEN FINANCIAL CORP	UB 046604101000 6604 101ST PL	WATER/SEWER OPERATION	42.08
106340	OFFICE DEPOT	OFFICE SUPPLIES	COMPUTER SERVICES	18.47
	OFFICE DEPOT		UTIL ADMIN	31.94
	OFFICE DEPOT		DETENTION & CORRECTION	43.61
	OFFICE DEPOT		DETENTION & CORRECTION	62.80
	OFFICE DEPOT		COMPUTER SERVICES	83.55
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	99.22
	OFFICE DEPOT		POLICE PATROL	342.62
106341	PACIFIC PLUMBING	BLACK PIPE	OPERA HOUSE	65.68
106342	PACIFIC RIDGE HOMES	UB 095532000000 5532 147TH PL	WATER/SEWER OPERATION	138.33
106343	PARR LUMBER CO	RETURN LUMBER	STORM DRAINAGE	-128.47
	PARR LUMBER CO	LUMBER	STORM DRAINAGE	470.55
106344	PARTS STORE, THE	RETURN OIL SEAL	EQUIPMENT RENTAL	-25.07
	PARTS STORE, THE	DOOR SWITCH	EQUIPMENT RENTAL	17.54
	PARTS STORE, THE	SERPENTINE BELT	EQUIPMENT RENTAL	39.79
	PARTS STORE, THE	BRAKE PADS, BRAKE ROTORS, BOLT	EQUIPMENT RENTAL	190.24
106345	PEACE OF MIND	MINUTE TAKING SERVICE	CITY CLERK	124.00
106346	PETERSON, TAMI	UB 040552937001 6407 94TH ST N	WATER/SEWER OPERATION	259.64
106347	PICK OF THE LITTER	ADVERTISING	COMMUNITY CENTER	105.00
106348	PLATT ELECTRIC	CUTTERS AND CLAMPS	SEWER CAPITAL PROJECTS	73.53
	PLATT ELECTRIC	CONNECTORS, STAPLES, WIRE AND	STORM DRAINAGE	138.51
	PLATT ELECTRIC	EMT, CONDUIT AND CLAMPS	OPERA HOUSE	401.93
	PLATT ELECTRIC	ARCFLASH KITS	UTIL ADMIN	2,058.17
106349	POLLARDWATER.COM	SLUDGE JUDGE PRO	WASTE WATER TREATMENT F	145.96
106350	PORTER, ANDREW	INSTRUCTOR SERVICES	COMMUNITY CENTER	216.00
106351	POSENJAK, JACOB & RE	UB 094918148000 4918 148TH ST	WATER/SEWER OPERATION	24.44
106352	PROVIDENCE EVERETT M	INMATE MEDICAL CARE	DETENTION & CORRECTION	586.23
106353	PUD	ACCT #2051-9537-3	PARK & RECREATION FAC	17.81
	PUD	ACCT #2042-5946-9 Item 6 - 6	TRAFFIC CONTROL DEVICES	18.36

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 2/18/2016 TO 2/24/2016

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
106353	PUD	ACCT #2020-1181-3	PUMPING PLANT	21.00
	PUD	ACCT #2025-2469-0	PUMPING PLANT	23.62
	PUD	ACCT #2005-0161-7	TRANSPORTATION MANAGEM	27.32
	PUD	ACCT #2031-9973-2	TRANSPORTATION MANAGEM	39.53
	PUD	ACCT #2206-7983-1	GMA - STREET	40.50
	PUD	ACCT#2021-7595-6	TRAFFIC CONTROL DEVICES	45.80
	PUD	ACCT #2027-9465-7	TRANSPORTATION MANAGEM	55.63
	PUD	ACCT #2023-0330-1	SEWER LIFT STATION	71.19
	PUD	ACCT #2022-8858-5	TRANSPORTATION MANAGEM	77.48
	PUD	ACCT #2020-0351-3	PUMPING PLANT	108.42
	PUD	ACCT #2052-3773-8	TRAFFIC CONTROL DEVICES	141.25
	PUD	ACCT #2052-3927-0	TRAFFIC CONTROL DEVICES	155.07
	PUD	ACCT #2048-2122-7	TRAFFIC CONTROL DEVICES	184.76
	PUD	ACCT #2054-1976-5	PUBLIC SAFETY BLDG.	194.25
	PUD	ACCT #2000-2187-1	COURT FACILITIES	1,399.01
	PUD	ACCT #2016-1747-9	ADMIN FACILITIES	1,502.27
106354	PUGET SOUND ENERGY	ACCT #2200092074345	OPERA HOUSE	471.18
106355	PUGET SOUND SECURITY	KEYS MADE	SEWER LIFT STATION	17.14
106356	PUGET SOUND SECURITY	SECURITY SERVICES-FEB 2016	PROBATION	753.38
	PUGET SOUND SECURITY		MUNICIPAL COURTS	2,260.12
106357	RAMOS BALBIN,CLARISS	REFUND CLASS FEES	PARKS-RECREATION	75.00
106358	REBEL EVENTS & PROMO	NW BRIDAL SHOWCASE	OPERA HOUSE	540.00
106359	RONGERUDE, JOHN	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	300.00
106360	ROPER, PHYLLIS	UTILITY TAX REBATE	NON-DEPARTMENTAL	61.92
106361	ROSE, JEAN		NON-DEPARTMENTAL	33.15
106362	RRJ COMPANY LLC	PAY ESTIMATE #8	GMA-STREET	-3,128.57
	RRJ COMPANY LLC		GMA - STREET	62,571.46
106363	SAFEWAY INC.	MEETING SUPPLIES	EXECUTIVE ADMIN	77.20
106364	SALONGA, JOSEPH & JU	UB 680361210006 4830 106TH ST	WATER/SEWER OPERATION	23.33
106365	SEATTLE PUBLIC UTILI	GLOBAL POSITIONING ANNUAL BILL	UTIL ADMIN	1,900.00
106366	SENTINEL OFFENDER SE	ELEC HOME MONITORING-JAN 2016	DETENTION & CORRECTION	309.33
106367	SERJ REALTY HOLDINGS	10% DEPOSIT-REGIONAL POND	STORM DRAINAGE	14,044.88
106368	SHIVVERS, BILL	UB 111490000000 4525 105TH PL	WATER/SEWER OPERATION	84.57
106369	SHRED-IT US	MONTHLY SHREDDING SERVICE	CITY CLERK	7.46
	SHRED-IT US		FINANCE-GENL	7.46
	SHRED-IT US		UTILITY BILLING	7.47
	SHRED-IT US		LEGAL - PROSECUTION	11.19
	SHRED-IT US		EXECUTIVE ADMIN	11.20
106370	SIGMAN, MIKE & M	UB 230270000001 12028 47TH DR	WATER/SEWER OPERATION	23.87
106371	SKILLPATH SEMINARS	SEMINAR-VERMEULEN	UTIL ADMIN	149.00
106372	SMARSH INC	MOBILE TEXT	COMPUTER SERVICES	27.00
106373	SMITH, KAREN L	UTILITY TAX REBATE	NON-DEPARTMENTAL	57.56
106374	SMITH, MCKYNZI	SOLID WASTE FITNESS PROGRAM	SOLID WASTE OPERATIONS	350.00
106375	SMITH, RICHARD	TUITION REIMBURSEMENT	POLICE TRAINING-FIREARMS	1,020.00
106376	SNAP-ON INCORPORATED	POWER BIT	EQUIPMENT RENTAL	4.32
	SNAP-ON INCORPORATED	BITS	EQUIPMENT RENTAL	25.92
	SNAP-ON INCORPORATED	DRILL BITS, WELDING HELMET AND	EQUIPMENT RENTAL	457.59
106377	SNYDER, CANON	DJ SERVICES-SENIOR DANCE	COMMUNITY CENTER	300.00
	SNYDER, CANON	DJ SERVICES-FATHER/DAUGHTER DA	RECREATION SERVICES	750.00
106378	SODERBERG, DONALD	UTILITY TAX REBATE	NON-DEPARTMENTAL	53.59
106379	SOLID WASTE SYSTEMS	SWITCHES	EQUIPMENT RENTAL	333.44
106380	SONIC ELITE ALL STAR	INSTRUCTOR SERVICES	COMMUNITY CENTER	192.00
106381	SONITROL	SECURITY MONITORING SERVICES	UTIL ADMIN	139.00
	SONITROL		COMMUNITY CENTER	149.00
	SONITROL		PUBLIC SAFETY BLDG.	168.00
	SONITROL		PARK & RECREATION FAC	276.00
	SONITROL		MAINT OF GENL PLANT	299.00
	SONITROL		ADMIN FACILITIES	348.00
	SONITROL		WASTE WATER TREATMENT F	513.79
106382	SOUND PUBLISHING	LEGAL ADS	COMMUNITY DEVELOPMENT-	524.25
106383	SOUND SAFETY	JEANS-KINNEY	TRANSPORTATION MANAGEM	37.46

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 2/18/2016 TO 2/24/2016

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
106383	SOUND SAFETY	JEANS-STROPE	UTIL ADMIN	117.39
	SOUND SAFETY	JEANS-OSBORN	GENERAL SERVICES - OVERH	135.95
	SOUND SAFETY	JEANS-MATTHEWS	TRANSPORTATION MANAGEM	144.42
	SOUND SAFETY	BOOTS-STROPE	UTIL ADMIN	192.74
	SOUND SAFETY	BOOTS-HERZOG	COMMUNITY DEVELOPMENT-	200.00
	SOUND SAFETY	SHOES & BOOTS-OSBORN	GENERAL SERVICES - OVERH	200.00
	SOUND SAFETY	VEST, JEANS & BOOTS-WINDRICK	COMMUNITY DEVELOPMENT-	353.81
106384	SPRINGBROOK NURSERY	GRINDING BRUSH PILE	STORM DRAINAGE	5,222.40
106385	STAPLES	OFFICE SUPPLIES	PROBATION	20.94
	STAPLES		COMMUNITY DEVELOPMENT-	56.24
	STAPLES		MUNICIPAL COURTS	62.83
106386	STATE PATROL	FINGERPRINT ID SERVICES	GENERAL FUND	840.75
106387	SWICK-LAFAVE, JULIE	JAIL SUPPLY REIMBURSMET	DETENTION & CORRECTION	121.12
106388	SYNSTEBY, CHRISTY	INSTRUCTOR SERVICES	RECREATION SERVICES	30.00
106389	TACOMA SCREW PRODUCT	HARDWARE	EQUIPMENT RENTAL	368.81
106390	TETZLAFF, CATHY	UB 831130000000 6723 73RD ST N	WATER/SEWER OPERATION	61.00
106391	TRANSPORTATION, DEPT	TRANSPORT	DETENTION & CORRECTION	5.50
106392	TURK, JERRY	UTILITY TAX REBATE	NON-DEPARTMENTAL	40.20
106393	TYLER TECHNOLOGIES	CREATE CUSTOM UD IMPORT	SOLID WASTE OPERATIONS	2,550.00
106394	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	60.45
106395	VAN SOEST, JOHN	UTILITY TAX REBATE	NON-DEPARTMENTAL	77.16
106396	VERBON, RUSSELL		NON-DEPARTMENTAL	68.82
106397	WA REC & PARK ASSN	2016 ANNUAL CONFERENCE (3)	RECREATION SERVICES	537.00
106398	WA STATE TREASURER	FORFEITURES 4TH QTR 2015	POLICE PATROL	36.99
	WA STATE TREASURER		DRUG SEIZURE	5,514.03
106399	WAGeworks	FLEX PLAN FEES-JAN 2016	PERSONNEL ADMINISTRATIO	57.00
106400	WASHINGTON AEROSPACE	WAP CONTRIBUTION	EXECUTIVE ADMIN	2,500.00
106401	WEST PAYMENT CENTER	WEST INFORMATION CHARGES-JAN 2	POLICE INVESTIGATION	234.03
	WEST PAYMENT CENTER		LEGAL - PROSECUTION	725.39
106402	WESTERN SYSTEMS	ISOLATOR	TRANSPORTATION MANAGEM	305.30
106403	WESTERN SYSTEMS	FRONT & STREET SIDE WINDSCREEN	EQUIPMENT RENTAL	644.66
106404	WHITE, LON	UTILITY TAX REBATE	NON-DEPARTMENTAL	63.03
106405	WOOD, KAIPO	REIMBURSE MEAL	UTIL ADMIN	12.89
106406	YAROSS, STUART & CON	UB 452101200002 13816 51ST DR	WATER/SEWER OPERATION	2.20
106407	ZWIERS, ANNA	UTILITY TAX REBATE	NON-DEPARTMENTAL	66.19

WARRANT TOTAL: 498,802.17

- REASON FOR VOIDS:**
 UNCLAIMED PROPERTY
 INITIATOR ERROR
 WRONG VENDOR
 CHECK LOST/DAMAGED IN MAIL

Index #7

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: March 14, 2016

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

Please see attached.

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the **March 2, 2016** claims in the amount of **\$1,284,938.74** paid by **EFT transactions** and **Check No. 106408 through 106569 with Check No. 106116** voided.

COUNCIL ACTION:

BLANKET CERTIFICATION

CLAIMS
FOR
PERIOD-3

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$1,284,938.74 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 106408 THROUGH 106569 WITH CHECK NO.106116 VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

AUDITING OFFICER

DATE

MAYOR

DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **14TH DAY OF MARCH 2016.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 2/25/2016 TO 3/2/2016

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
106408	AMERICAN LEGAL PUB	LEGAL RESOURCE CD-ROM	LEGAL-GENL	76.11
106409	AMES, LACEY	REFUND CLASS FEES	PARKS-RECREATION	60.00
106410	ANDERSON, BRENDA		PARKS-RECREATION	60.00
106411	AOKI, NICOLE	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
106412	ARAMARK UNIFORM	UNIFORM SERVICE	SMALL ENGINE SHOP	4.15
	ARAMARK UNIFORM		SMALL ENGINE SHOP	4.15
	ARAMARK UNIFORM		EQUIPMENT RENTAL	38.83
	ARAMARK UNIFORM		EQUIPMENT RENTAL	38.93
106413	ARLINGTON PROPERTY M	UB 091810000001 9419 50TH AVE	WATER/SEWER OPERATION	623.04
106414	AUBRY, ANDY	CLAIM FOR DAMAGES REIMBURSEMEN	PRO ACT TEAM	1,079.32
106415	BANK OF AMERICA	OPERA HOUSE SUPPLY REIMBURSEME	OPERA HOUSE	21.74
106416	BARTL, CRAIG	REIMBURSE TRAINING/TRAVEL EXPE	POLICE INVESTIGATION	430.46
106417	BICKFORD FORD	GASKET AND FILTER	EQUIPMENT RENTAL	31.08
	BICKFORD FORD	TAIL LIGHT ASSEMBLY	EQUIPMENT RENTAL	31.16
106418	BIEKER, MATTHEW	REFUND CLASS FEES	PARKS-RECREATION	50.00
106419	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	3,611.24
106420	BOWEN, CHRISTINA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
106421	BRAKE AND CLUTCH	WHEEL CHECK	SOLID WASTE OPERATIONS	113.56
106422	BRITZMAN, BETTY	UTILITY TAX REBATE	UTIL ADMIN	39.22
	BRITZMAN, BETTY		NON-DEPARTMENTAL	88.20
	BRITZMAN, BETTY		UTIL ADMIN	146.20
106423	BSN SPORTS, INC	SOCCER NETS	RECREATION SERVICES	856.38
106424	CARRS ACE	COUPLINGS AND HARDWARE	ROADWAY MAINTENANCE	21.73
	CARRS ACE	LOCKS, HOSE CLAMPS, ZIP TIES A	PARK & RECREATION FAC	98.94
106425	CARVER, VICKI	INSTRUCTOR SERVICES	RECREATION SERVICES	226.80
106426	CASCADIA CONSULTING	STATEWIDE LID TRAINING (2)	ENGR-GENL	82.99
	CASCADIA CONSULTING		STORM DRAINAGE	82.99
106427	CELLEBRITE USA, INC.	TRAINING-MCSHANE	POLICE TRAINING-FIREARMS	3,850.00
106428	CEMEX	ASPHALT	WATER SERVICES	286.19
106429	CENTRAL WELDING SUPP	CARBON DIOXIDE	WATER SERVICES	39.81
106430	CHAMPION BOLT	HARDWARE	EQUIPMENT RENTAL	91.04
106431	CLEAR IMAGE PHOTOGRA	SPECIAL EVENT PHOTOGRAPHY	RECREATION SERVICES	1,280.03
106432	CODE PUBLISHING	ELEC UPDATES	CITY CLERK	449.91
106433	COMCAST	CABLE SERVICE-KBCC	BAXTER CENTER APPRE	51.50
106434	COOP SUPPLY	K-9 FOOD	K9 PROGRAM	59.83
	COOP SUPPLY		K9 PROGRAM	81.58
	COOP SUPPLY	GRASS SEED AND STRAW BALES	ROADSIDE VEGETATION	217.52
106435	CORNWELL TOOLS	DRILL AND LENS	ROADWAY MAINTENANCE	401.99
	CORNWELL TOOLS	LED LIGHTS	EQUIPMENT RENTAL	522.24
106436	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	3,352.52
106437	CRIMINAL JUSTICE	TRAINING-LAWRENSON	POLICE TRAINING-FIREARMS	200.00
	CRIMINAL JUSTICE	TRAINING-AKAU	POLICE TRAINING-FIREARMS	1,250.00
106438	CUNDY, FLORENCE	UTILITY TAX REBATE	UTIL ADMIN	39.22
	CUNDY, FLORENCE		NON-DEPARTMENTAL	46.06
	CUNDY, FLORENCE		UTIL ADMIN	146.20
106439	DAILY JOURNAL OF COM	LEGAL ADS	WATER CAPITAL PROJECTS	195.00
106440	DELL	MONITORS	UTIL ADMIN	407.98
106441	DIAMOND B CONSTRUCT	REPLACE WALL UNIT HEATER	UTIL ADMIN	1,777.44
106442	DICKS TOWING	TOWING EXPENSE-MP16-5913	POLICE PATROL	43.52
	DICKS TOWING	TOWING EXPENSE-MP16-6272	POLICE PATROL	43.52
	DICKS TOWING	TOWING EXPENSE-MP16-8585	POLICE PATROL	43.52
	DICKS TOWING	TOWING EXPENSE-MP15-1097	POLICE PATROL	291.04
106443	DOWNING, HELEN	UB 673330000001 4919 103RD PL	WATER/SEWER OPERATION	23.08
106444	E&E LUMBER	FASTENERS	PARK & RECREATION FAC	0.59
	E&E LUMBER	HOOKS	PARK & RECREATION FAC	3.74
	E&E LUMBER	GLOVES	PARK & RECREATION FAC	4.17
	E&E LUMBER	FASTENERS	PARK & RECREATION FAC	4.57
	E&E LUMBER	ZIP TIES	PARK & RECREATION FAC	5.21
	E&E LUMBER	WALL PLATE AND HARDWARE	OPERA HOUSE	7.69
	E&E LUMBER	STRAP, BIT AND HARDWARE	PARK & RECREATION FAC	8.85
	E&E LUMBER	FASTENERS	OPERA HOUSE	9.14

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 2/25/2016 TO 3/2/2016

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
106444	E&E LUMBER	FASTENERS	OPERA HOUSE	10.49
	E&E LUMBER	CEMENT AND PLATE	OPERA HOUSE	10.72
	E&E LUMBER	GLUE AND EPOXY	OPERA HOUSE	11.47
	E&E LUMBER	HARDWARE	PARK & RECREATION FAC	13.57
	E&E LUMBER	BRACE, BIT AND ANCHOR	PARK & RECREATION FAC	16.23
	E&E LUMBER	TRIM AND LUMBER	PARK & RECREATION FAC	16.57
	E&E LUMBER	SHEET METAL	ROADWAY MAINTENANCE	16.70
	E&E LUMBER	HANGERS	ROADWAY MAINTENANCE	21.56
	E&E LUMBER	CEMENT	SEWER CAPITAL PROJECTS	22.96
	E&E LUMBER	BLADES AND PUTTY	PARK & RECREATION FAC	26.60
	E&E LUMBER	HARDWARE, FASTENERS, COVER, BO	OPERA HOUSE	28.07
	E&E LUMBER	GLOVES, PUTTY KNIFE AND HARDWA	OPERA HOUSE	35.86
	E&E LUMBER	SHEET METAL, DRILL BIT AND HAR	OPERA HOUSE	47.37
	E&E LUMBER	LUMBER	PARK & RECREATION FAC	52.17
	E&E LUMBER	PAINT, TRAY AND SUPPLIES	OPERA HOUSE	55.29
	E&E LUMBER	GALV RODS AND COUPLERS	WATER DIST MAINS	64.66
	E&E LUMBER	PAIL, MIXER, TROWEL, TAPE AND	OPERA HOUSE	71.48
	E&E LUMBER	IMPACT DRIVER SET, BITS AND DR	TRANSPORTATION MANAGEM	118.96
	E&E LUMBER	FENCING	PARK & RECREATION FAC	126.88
	E&E LUMBER	LED LIGHT	PARK & RECREATION FAC	143.61
	E&E LUMBER	TARPS, PAILS AND CONCRETE MIX	WATER DIST MAINS	181.04
	E&E LUMBER	LED BULBS	OPERA HOUSE	313.21
	E&E LUMBER	HARDWARE, LUMBER AND TAPE	UTIL ADMIN	343.26
106445	ERICKSON, ILENE	UTILITY TAX REBATE	NON-DEPARTMENTAL	41.28
106446	EVERETT STAMP WORKS	STAMPS (3)	OFFICE OPERATIONS	49.83
	EVERETT STAMP WORKS	STAMPS (4)	OFFICE OPERATIONS	61.11
106447	EVERETT STEEL CO	TUBES	SEWER MAIN COLLECTION	136.76
106448	FASTENAL COMPANY	CAULKING AND WASHERS	TRAFFIC CONTROL DEVICES	14.72
	FASTENAL COMPANY	HARDWARE	PARK & RECREATION FAC	36.55
	FASTENAL COMPANY	HARDWARE AND BITS	STORM DRAINAGE	37.48
106449	FIRESTONE	TIRES	EQUIPMENT RENTAL	527.28
106450	FLOYD, CHRIS	INSTRUCTOR SERVICES	RECREATION SERVICES	530.05
106451	FRAUSTO, HELGAH & TO	UB 849000249002 8109 64TH DR N	WATER/SEWER OPERATION	211.76
106452	FRED MEYER	JEANS-GETTLE	UTIL ADMIN	189.31
106453	FROLICH, TODD & TERE	UB 880460000000 5330 75TH ST N	WATER/SEWER OPERATION	78.37
106454	FRONTIER COMMUNICATI	ACCT #36065125170927115	STREET LIGHTING	47.70
	FRONTIER COMMUNICATI	ACCT #36065771080927115	STREET LIGHTING	53.25
	FRONTIER COMMUNICATI	ACCT #42539763250319985	PARK & RECREATION FAC	54.61
	FRONTIER COMMUNICATI	ACCT #36065831360617105	MUNICIPAL COURTS	67.49
	FRONTIER COMMUNICATI	ACCT #36065962121015935	MAINT OF GENL PLANT	67.49
	FRONTIER COMMUNICATI	ACCT #36065976670111075	OFFICE OPERATIONS	67.49
	FRONTIER COMMUNICATI	ACCT #36065827660617105	MUNICIPAL COURTS	67.66
	FRONTIER COMMUNICATI	ACCT #25300981920624965	SEWER LIFT STATION	88.01
	FRONTIER COMMUNICATI	ACCT #36065943981121075	PUBLIC SAFETY BLDG.	94.87
	FRONTIER COMMUNICATI	ACCT #36065191230801065	WATER FILTRATION PLANT	98.98
	FRONTIER COMMUNICATI	ACCT #36065340280125085	ADMIN FACILITIES	101.39
106455	GALLS, LLC	UNIFORM-TOLBERT	POLICE PATROL	54.79
	GALLS, LLC	UNIFORM-NELSON	POLICE PATROL	136.97
	GALLS, LLC	UNIFORM-MOSALSKY	OFFICE OPERATIONS	183.87
	GALLS, LLC	UNIFORM-NELSON	POLICE PATROL	190.39
	GALLS, LLC		POLICE PATROL	1,005.10
106456	GAUSTAD, DAVID & DEB	UB 245716120000 5716 120TH PL	WATER/SEWER OPERATION	30.02
106457	GC SYSTEMS INC	SWITCH ASSEMBLIES	WATER RESERVOIRS	1,571.12
106458	GEOTEST SERVICES INC	HYDRANT METER REFUND	WATER-UTILITIES/ENVIRONM	-8.75
	GEOTEST SERVICES INC		WATER/SEWER OPERATION	1,150.00
106459	GOVCONNECTION INC	CABLES	COMPUTER SERVICES	23.60
106460	GRAHAM, MARGUERITE	UTILITY TAX REBATE	UTIL ADMIN	39.22
	GRAHAM, MARGUERITE		NON-DEPARTMENTAL	46.42
	GRAHAM, MARGUERITE		UTIL ADMIN	146.20
106461	GREATAMERICA FINANCI	POSTAGE LEASE PAYMENT	CITY CLERK	30.10
	GREATAMERICA FINANCI		EXECUTIVE ADMIN	30.10

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 2/25/2016 TO 3/2/2016

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
106461	GREATAMERICA FINANCI	POSTAGE LEASE PAYMENT	FINANCE-GENL	30.10
	GREATAMERICA FINANCI		PERSONNEL ADMINISTRATIOI	30.10
	GREATAMERICA FINANCI		UTILITY BILLING	30.10
	GREATAMERICA FINANCI		LEGAL - PROSECUTION	30.10
	GREATAMERICA FINANCI		POLICE PATROL	36.12
	GREATAMERICA FINANCI		OFFICE OPERATIONS	36.12
	GREATAMERICA FINANCI		DETENTION & CORRECTION	36.12
	GREATAMERICA FINANCI		POLICE ADMINISTRATION	36.12
	GREATAMERICA FINANCI		POLICE INVESTIGATION	36.13
	GREATAMERICA FINANCI		COMMUNITY DEVELOPMENT-	38.45
	GREATAMERICA FINANCI		ENGR-GENL	38.45
	GREATAMERICA FINANCI		UTIL ADMIN	38.45
106462	GREENSHIELDS	EYE BOLTS	SEWER CAPITAL PROJECTS	31.59
106463	GRIFFEN, CHRIS	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	300.00
106464	GROUP HEALTH	PRE-EMPLOYMENT SCREENING	UTIL ADMIN	351.00
	GROUP HEALTH		POLICE ADMINISTRATION	848.00
106465	GUNDERSON, JARL	LEOFF 1 REIMBURSEMENT	POLICE ADMINISTRATION	781.42
106466	HB JAEGER COMPANY	SUMP PUMP AND VALVE KEY	WATER DIST MAINS	286.82
106467	HD FOWLER COMPANY	BRASS HARDWARE	SEWER LIFT STATION	11.73
	HD FOWLER COMPANY	CEMENT AND CONDUIT	SEWER CAPITAL PROJECTS	58.86
	HD FOWLER COMPANY	BASIN GRATE AND SUPPLIES	PARK & RECREATION FAC	68.44
	HD FOWLER COMPANY	COUPLINGS	WATER/SEWER OPERATION	210.53
	HD FOWLER COMPANY		WATER/SEWER OPERATION	310.47
	HD FOWLER COMPANY	BALL VALVES	WATER/SEWER OPERATION	567.76
	HD FOWLER COMPANY	REDUCER, PVC AND TEE	STORM DRAINAGE	786.11
	HD FOWLER COMPANY	RELEASE VALVES AND HARDWARE	SEWER LIFT STATION	1,233.90
	HD FOWLER COMPANY	WALL MOUNT	PUBLIC SAFETY BLDG.	45.85
106468	HE MITCHELL CO		WATER/SEWER OPERATION	53.00
106469	HENRICHSEN, DAVID &	UB 751010000000 5008 75TH AVE	SEWER CAPITAL PROJECTS	4,934.57
106470	HERITAGE BANK	PAY ESTIMATE #1 RETAINAGE	WATER/SEWER OPERATION	8.63
106471	HOLLEY, RONALD	UB 212330000000 4923 129TH PL	ROADWAY MAINTENANCE	7.37
106472	HOME DEPOT	CEDAR	PARK & RECREATION FAC	73.85
	HOME DEPOT	FENCE REPAIR SUPPLIES	OPERA HOUSE	146.26
	HOME DEPOT	OUTLET COVERS, ADHESIVE AND SU	OPERA HOUSE	157.35
	HOME DEPOT	PAINT, HARDWARE, CEILING PLATE	ROADSIDE VEGETATION	392.68
	HOME DEPOT	EXT CORDS, TOTES, TOOL BOX, TE	EQUIPMENT RENTAL	380.80
106473	HOUSE OF UPHOLSTERY	RECOVER SEAT	WATER/SEWER OPERATION	14.40
106474	HOWER, LANCE & KATHY	UB 693723000000 3723 94TH PL N	CITY CLERK	195.00
106475	IIMC	MEMBERSHIP-OBRIEN	EQUIPMENT RENTAL	208.95
106476	INTERSTATE AUTO PART	FUSES AND FUSE TAPS	ER&R	286.57
	INTERSTATE AUTO PART	LED WORKLIGHT AND BULBS	WATER/SEWER OPERATION	24.02
106477	ISAACSON, AMANDA	UB 094703144000 4703 144TH PL	WATER/SEWER OPERATION	141.61
106478	ISAACSON, JOHN & KIR	UB 070640000001 5813 95TH ST N	GMA-PARKS	1,087.00
106479	J.A. BRENNAN ASSOC	PROFESSIONAL SERVICES	PUBLIC SAFETY BLDG.	108.75
106480	JUDD & BLACK	DRYER REPAIR	OPERA HOUSE	51.56
106481	K-MART	OPERA HOUSE SUPPLIES	EQUIPMENT RENTAL	1,095.49
106482	KENWORTH NORTHWEST	DIAGNOSE AND REPAIR 2010 PETER	WATER/SEWER OPERATION	306.40
106483	KEYSTONE RENTALS	420750516006 16517 42ND AVE NE	WATER/SEWER OPERATION	155.68
106484	KROM, LORRAINE	UB 761359022001 6519 76TH DR N	WATER/SEWER OPERATION	96.65
106485	KUSHNER, DAVID J	UB 245702123000 5702 123RD PL	SMALL ENGINE SHOP	52.72
106486	LAWN EQUIPMENT SUPPL	LEVER ASSEMBLY AND COVER	ENGR-GENL	36.83
106487	LAYCOCK, JEFF	REIMBURSE PARKING AND MEALS-TR	EQUIPMENT RENTAL	50.59
106488	LES SCHWAB TIRE CTR	REPAIR FLAT	EQUIPMENT RENTAL	75.07
	LES SCHWAB TIRE CTR		PARK & RECREATION FAC	-58.62
106489	LOWES HIW INC	RETURN FENCE REPAIR SUPPLIES	PARK & RECREATION FAC	58.62
	LOWES HIW INC	FENCE REPAIR SUPPLIES	PARK & RECREATION FAC	80.65
	LOWES HIW INC	POTTING SOIL, PLANTS AND PLAST	OPERA HOUSE	89.90
	LOWES HIW INC	METAL HOLE	WATER DIST MAINS	143.43
	LOWES HIW INC	SOLAR LIGHTS, HEX ITEM 7151, EL,		

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 2/25/2016 TO 3/2/2016

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
106489	LOWES HIW INC	SOLAR LIGHTS, HEX KEY, LEVEL,	WATER RESERVOIRS	143.44
	LOWES HIW INC	STORAGE CABINET	WATER SERVICES	257.37
106490	MANN, DAPHNE	UTILITY TAX REBATE	NON-DEPARTMENTAL	46.85
106491	MARATHON EQUIPMENT	HOSE ASSEMBLY, COVER AND SLEEVE	ER&R	-266.39
	MARATHON EQUIPMENT		EQUIPMENT RENTAL	3,293.55
106492	MARYSVILLE AWARDS	10X10 SIGN	PUBLIC SAFETY BLDG.	40.26
106493	MARYSVILLE FIRE DIST	FIRE CONTROL/EMERGENCY AID SER	FIRE-EMS	200,667.67
	MARYSVILLE FIRE DIST		FIRE-GENL	610,535.83
106494	MARYSVILLE PRINTING	BUSINESS CARDS	POLICE PATROL	42.38
	MARYSVILLE PRINTING	PO BOOKS	EQUIPMENT RENTAL	670.28
106495	MARYSVILLE ROTARY	ROTARY DUES-LAMOUREUX	POLICE ADMINISTRATION	450.00
	MARYSVILLE ROTARY	ROTARY DUES-SMITH	POLICE ADMINISTRATION	450.00
106496	MARYSVILLE, CITY OF	UTILITY SERVICE-5300 SUNNYSIDE	SEWER LIFT STATION	55.04
	MARYSVILLE, CITY OF	UTILITY SERVICE-6915 ARMAR RD	PARK & RECREATION FAC	122.21
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	136.04
	MARYSVILLE, CITY OF	UTILITY SERVICE-7115 GROVE ST	GOLF ADMINISTRATION	258.10
	MARYSVILLE, CITY OF	UTILITY SERVICE-6915 ARMAR RD	PARK & RECREATION FAC	259.29
	MARYSVILLE, CITY OF	UTILITY SERVICE-5315 64TH ST N	PARK & RECREATION FAC	262.86
	MARYSVILLE, CITY OF	UTILITY SERVICE-6810 84TH ST N	GOLF ADMINISTRATION	826.82
	MARYSVILLE, CITY OF	UTILITY SERVICE-7007 GROVE ST	GOLF ADMINISTRATION	1,057.72
	MARYSVILLE, CITY OF	UTILITY SERVICE-6915 ARMAR RD	PARK & RECREATION FAC	1,641.42
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	2,161.87
106497	MAUL FOSTER & ALONGI	PROFESSIONAL SERVICES	STORM DRAINAGE	1,321.90
106498	MCDANIEL, CURTIS	UB 971000000000 1890 LIBERTY L	WATER/SEWER OPERATION	25.28
106499	MCGUIRE, DAVID & SAR	UB 261180358000 11803 58TH DR	WATER/SEWER OPERATION	182.42
106500	MCLEOD, DENITA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
106501	METCALF, SHELLEY	INSTRUCTOR SERVICES	RECREATION SERVICES	995.90
106502	MOMASSIE, CECIL W	UB 461421558000 14215 58TH DR	WATER/SEWER OPERATION	58.02
106503	MTC PROS INC- MIKE C	UB 261181357000 11813 57TH AVE	WATER/SEWER OPERATION	21.72
106504	NEFF, LILLIAN	UTILITY TAX REBATE	NON-DEPARTMENTAL	73.90
106505	NELSON PETROLEUM	BULK OIL AND HYDRAULIC FLUID	ER&R	866.19
106506	NORTHERN HOLDING LL	UB 980047070001 4707 60TH AVE	WATER/SEWER OPERATION	21.84
106507	NORTHWEST PLAYGROUND	SOCCER NETS	RECREATION SERVICES	971.24
106508	NORTHWESTERN AUTO	REPAIR DOOR	EQUIPMENT RENTAL	200.91
106509	NORTON, WORTH	REIMBURSE MILEAGE/CONFERENCE A	WATER/SEWER OPERATION	-8.65
	NORTON, WORTH		INFORMATION SERVICES	-8.08
	NORTON, WORTH		WATER DIST MAINS	29.58
	NORTON, WORTH		UTIL ADMIN	88.08
	NORTON, WORTH		COMPUTER SERVICES	96.45
	NORTON, WORTH		COMPUTER SERVICES	250.00
	NORTON, WORTH		COMPUTER SERVICES	291.85
	NORTON, WORTH		COMPUTER SERVICES	499.00
106510	OCWEN FINANCIAL CORP	UB 046604101000 6604 101ST PL	WATER/SEWER OPERATION	33.54
106511	OFFICE DEPOT	OFFICE SUPPLY CREDIT	EQUIPMENT RENTAL	-24.81
	OFFICE DEPOT	OFFICE SUPPLIES	UTIL ADMIN	7.74
	OFFICE DEPOT		ENGR-GENL	7.75
	OFFICE DEPOT		UTIL ADMIN	33.72
	OFFICE DEPOT		WASTE WATER TREATMENT F	64.42
	OFFICE DEPOT		UTIL ADMIN	71.70
	OFFICE DEPOT		POLICE INVESTIGATION	76.90
	OFFICE DEPOT		UTILITY BILLING	102.00
	OFFICE DEPOT		POLICE PATROL	105.09
	OFFICE DEPOT		OFFICE OPERATIONS	119.94
	OFFICE DEPOT		POLICE ADMINISTRATION	147.13
	OFFICE DEPOT		OFFICE OPERATIONS	223.03
	OFFICE DEPOT	CUPS	DETENTION & CORRECTION	344.24
	OFFICE DEPOT		DETENTION & CORRECTION	661.42
106512	OLASON, MONICA	INSTRUCTOR SERVICES	RECREATION SERVICES	75.60
	OLASON, MONICA		RECREATION SERVICES	162.00
	OLASON, MONICA		RECREATION SERVICES	207.00
	OLASON, MONICA		RECREATION SERVICES	216.00

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 2/25/2016 TO 3/2/2016

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
106513	OTTER, ANDREW	UTILITY TAX REBATE	NON-DEPARTMENTAL	26.30
106514	PAC-VAN INC.	STORAGE CONTAINER-OPERA HOUSE	OPERA HOUSE	3,699.20
106515	PACIFIC TOPSOILS	TOPSOIL	PARK & RECREATION FAC	22.15
106516	PAEPULE, NICOLE	REFUND CLASS FEES	PARKS-RECREATION	85.00
106517	PARTNER CONST PROD	PATCH SEAL BLOCKS	ROADWAY MAINTENANCE	275.05
106518	PARTS STORE, THE	RETURN AIR FILTERS	ER&R	-191.17
	PARTS STORE, THE	CORE REFUND	EQUIPMENT RENTAL	-127.60
	PARTS STORE, THE	WIRE	EQUIPMENT RENTAL	7.07
	PARTS STORE, THE	FILTER	EQUIPMENT RENTAL	12.51
	PARTS STORE, THE	BRAKE PADS	EQUIPMENT RENTAL	21.80
	PARTS STORE, THE	SUPPORT CABLE	EQUIPMENT RENTAL	29.31
	PARTS STORE, THE	POWER STEERING FLUID	ER&R	32.71
	PARTS STORE, THE	ANTIFREEZE AND OIL	SMALL ENGINE SHOP	42.93
	PARTS STORE, THE	WATER PUMP	EQUIPMENT RENTAL	48.20
	PARTS STORE, THE	AIR FILTERS AND GROMMETS	ER&R	83.34
	PARTS STORE, THE	BRAKE DRUMS, BRAKE SHOES AND H	EQUIPMENT RENTAL	183.58
	PARTS STORE, THE	BRAKE CALIPERS, BRAKE PADS AND	EQUIPMENT RENTAL	406.37
	PARTS STORE, THE	AIR FILTERS	ER&R	439.10
106519	PAYMENTUS	TRANSACTION FEES-JAN 2016	UTILITY BILLING	11,900.50
106520	PCLIQUIDATIONS	MONITOR	WATER/SEWER OPERATION	-10.51
	PCLIQUIDATIONS		WASTE WATER TREATMENT F	129.93
106521	PETERSON BROS DRYWAL	DRYWALL, TAPE AND TEXTURE	UTIL ADMIN	2,562.24
106522	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	14.83
	PGC INTERBAY LLC		MAINTENANCE	23.76
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	PRO-SHOP	30.26
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	51.31
	PGC INTERBAY LLC		MAINTENANCE	51.32
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	PRO-SHOP	65.10
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	89.66
	PGC INTERBAY LLC		PRO-SHOP	101.74
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	MAINTENANCE	109.71
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	MAINTENANCE	115.13
	PGC INTERBAY LLC		PRO-SHOP	121.00
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	PRO-SHOP	140.88
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	MAINTENANCE	160.63
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	PRO-SHOP	240.00
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	263.02
	PGC INTERBAY LLC		PRO-SHOP	350.30
	PGC INTERBAY LLC		MAINTENANCE	366.00
	PGC INTERBAY LLC		MAINTENANCE	517.78
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	MAINTENANCE	701.59
	PGC INTERBAY LLC		PRO-SHOP	726.10
	PGC INTERBAY LLC		PRO-SHOP	735.58
	PGC INTERBAY LLC		PRO-SHOP	940.71
	PGC INTERBAY LLC		GOLF COURSE	2,076.78
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	4,775.92
	PGC INTERBAY LLC		MAINTENANCE	6,933.92
106523	PILCHUCK RENTALS	HOOK PLANKS AND CROSS BRACE	OPERA HOUSE	60.93
106524	PLATT ELECTRIC	PIPE AND CONDUITS	OPERA HOUSE	24.30
	PLATT ELECTRIC	LIGHT BULBS	MAINT OF GENL PLANT	54.05
	PLATT ELECTRIC	CONNECTORS	WATER SERVICES	113.59
106525	POLICE & SHERIFFS PR	HOLOVIEW CARDS	GENERAL FUND	-5.54
	POLICE & SHERIFFS PR		POLICE PATROL	68.44
106526	POSENJAK, JACOB & RE	UB 094918148000 4918 148TH ST	WATER/SEWER OPERATION	24.44
106527	PREMIER GOLF CENTERS	MANAGEMENT SERVICES-GOLF COURS	GOLF ADMINISTRATION	8,088.00
106528	PROVIDENCE EVERETT M	INMATE MEDICAL SERVICES	DETENTION & CORRECTION	2,453.88
106529	PUD	ACCT #2012-2506-7	PARK & RECREATION FAC	283.00
106530	PUD	ACCT #2023-4068-3	PARK & RECREATION FAC	8.22
	PUD	ACCT #2049-3331-1	PUMPING PLANT	15.58
	PUD	ACCT #2051-3624-5	SEWER LIFT STATION	15.81
	PUD	ACCT #2023-7865-9	MAINT OF GENL PLANT	17.25

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 2/25/2016 TO 3/2/2016

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
106530	PUD	ACCT #2020-3113-4	PUMPING PLANT	17.42
	PUD	ACCT #2024-6103-4	UTIL ADMIN	18.02
	PUD	ACCT #2024-9948-9	COMMUNITY EVENTS	21.33
	PUD	ACCT #2016-6804-3	PARK & RECREATION FAC	21.88
	PUD	ACCT #2016-1018-5	TRANSPORTATION MANAGEM	28.70
	PUD	ACCT #2024-7643-8	SEWER LIFT STATION	29.13
	PUD	ACCT #2016-7213-6	SEWER LIFT STATION	30.42
	PUD	ACCT #2021-7815-8	SEWER LIFT STATION	31.74
	PUD	2202-9862-4	STREET LIGHTING	32.15
	PUD	ACCT #2010-6528-1	PARK & RECREATION FAC	32.99
	PUD	ACCT #2006-5074-5	TRANSPORTATION MANAGEM	38.55
	PUD	ACCT #2035-6975-1	STORM DRAINAGE	41.10
	PUD	ACCT #2026-9433-7	TRANSPORTATION MANAGEM	47.42
	PUD	ACCT #2020-1258-9	PARK & RECREATION FAC	47.60
	PUD	ACCT #2030-0516-0	STREET LIGHTING	47.75
	PUD	ACCT #2021-4048-9	TRANSPORTATION MANAGEM	53.04
	PUD	ACCT #2016-7089-0	TRANSPORTATION MANAGEM	54.33
	PUD	ACCT #2023-6854-4	TRANSPORTATION MANAGEM	60.47
	PUD	ACCT #2008-2727-7	TRANSPORTATION MANAGEM	65.28
	PUD	ACCT #2021-4311-1	TRANSPORTATION MANAGEM	72.84
	PUD	ACCT #2035-1961-6	NON-DEPARTMENTAL	85.67
	PUD	ACCT #2005-7184-2	TRANSPORTATION MANAGEM	91.76
	PUD	ACCT #2025-5745-0	STREET LIGHTING	92.29
	PUD	ACCT #2024-6354-3	SEWER LIFT STATION	93.49
	PUD	ACCT #2026-8910-5	WASTE WATER TREATMENT F	103.15
	PUD	ACCT #2022-9433-6	STREET LIGHTING	111.80
	PUD	ACCT #2000-8403-6	TRANSPORTATION MANAGEM	113.98
	PUD	ACCT #2024-9063-7	SEWER LIFT STATION	118.17
	PUD	ACCT#2020-3007-8	TRANSPORTATION MANAGEM	124.80
	PUD	ACCT #2025-7232-7	STREET LIGHTING	141.96
	PUD	ACCT #2023-6855-1	PARK & RECREATION FAC	159.11
	PUD	ACCT #2032-3100-6	TRANSPORTATION MANAGEM	162.73
	PUD	ACCT #2207-6180-7	OPERA HOUSE	166.15
	PUD	ACCT #2207-3128-5	STREET LIGHTING	184.00
	PUD	ACCT #2002-2385-7	PARK & RECREATION FAC	192.91
	PUD	ACCT #2024-2648-2	PUBLIC SAFETY BLDG.	194.16
	PUD	ACCT #2020-0032-9	PARK & RECREATION FAC	217.83
	PUD	ACCT #2007-9006-1	PARK & RECREATION FAC	282.68
	PUD	ACCT #2032-2345-8	PARK & RECREATION FAC	315.68
	PUD	ACCT #2207-6117-5	OPERA HOUSE	327.77
	PUD	ACCT #2012-4769-9	STREET LIGHTING	399.50
	PUD	ACCT #2006-2538-2	SEWER LIFT STATION	411.53
	PUD	ACCT #2000-7044-9	TRANSPORTATION MANAGEM	461.53
	PUD	ACCT #2010-2169-8	PARK & RECREATION FAC	496.98
	PUD	ACCT #2010-2160-7	PARK & RECREATION FAC	505.27
	PUD	ACCT #2023-0972-0	TRAFFIC CONTROL DEVICES	525.88
	PUD	ACCT #2004-7954-1	COMMUNITY CENTER	720.49
	PUD	ACCT #2026-8928-7	WASTE WATER TREATMENT F	833.62
	PUD	ACCT #2005-8648-5	SEWER LIFT STATION	854.82
	PUD	ACCT #2011-4725-3	PUMPING PLANT	1,478.21
	PUD	ACCT #2008-2454-8	MAINT OF GENL PLANT	1,558.13
	PUD	ACCT #2003-0347-7	WATER FILTRATION PLANT	2,151.90
	PUD	ACCT #2014-6303-1	PUBLIC SAFETY BLDG.	3,963.60
	PUD	ACCT #2015-7792-1	PUMPING PLANT	4,734.22
	PUD	ACCT #2020-7500-8	WASTE WATER TREATMENT F	7,249.77
	PUD	ACCT #2014-2063-5	WASTE WATER TREATMENT F	14,491.99
	PUD	ACCT #2017-2118-0	WASTE WATER TREATMENT F	17,462.34
106531	PUD	METER AND TRANSFORMER FEE	SEWER CAPITAL PROJECTS	2,756.00
106532	PUGET SOUND SECURITY	KEY TAGS	PARK & RECREATION FAC	5.33
	PUGET SOUND SECURITY	KEYS MADE	PARK & RECREATION FAC	51.24
	PUGET SOUND SECURITY	KEYS AND LOCK	ROADSIDE VEGETATION	58.14

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 2/25/2016 TO 3/2/2016

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
106533	RAM CONSTRUCTION	HYDRANT METER REFUND	WATER-UTILITIES/ENVIRONM	-244.60
	RAM CONSTRUCTION		WATER/SEWER OPERATION	1,150.00
106534	RENTAL MANAGEMENT CO	331475540200 4334 151ST PL NE	WATER/SEWER OPERATION	200.55
106535	RUSSELL, PATRICK	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
106536	RYPDAHL, MARC	UB 200380000000 4903 135TH PL	WATER/SEWER OPERATION	86.10
106537	SCOTT, DEAN & VELVA	UTILITY TAX REBATE	NON-DEPARTMENTAL	81.78
106538	SEATTLE TIMES, THE	SUBSCRIPTION	EXECUTIVE ADMIN	92.30
106539	SELLS, LEONTA	UB 120630000004 4527 108TH ST	WATER/SEWER OPERATION	42.57
106540	SHEPARD, JUSTIN	UB 020870000000 5307 85TH PL N	WATER/SEWER OPERATION	31.08
106541	SHRED-IT US	MONTHLY SHREDDING SERVICE	LEGAL - PROSECUTION	11.19
	SHRED-IT US		EXECUTIVE ADMIN	11.20
106542	SMITH, DENNIS	UTILITY TAX REBATE	NON-DEPARTMENTAL	63.36
106543	SNO CO PUBLIC WORKS	SOLID WASTE CHARGES	PARK & RECREATION FAC	60.00
	SNO CO PUBLIC WORKS		SOLID WASTE OPERATIONS	136,950.00
106544	SOLID WASTE SYSTEMS	DIAGNOSE AND REPAIR WIRING	EQUIPMENT RENTAL	1,089.09
106545	SOUND SAFETY	WATERPROOF OVERALLS	ER&R	46.13
	SOUND SAFETY	EARPLUGS	ER&R	59.19
	SOUND SAFETY	WATERPROOF OVERALLS	ER&R	86.21
	SOUND SAFETY	GLOVES	DETENTION & CORRECTION	228.97
	SOUND SAFETY	UNIFORM-BACKSTROM	PARK & RECREATION FAC	269.06
	SOUND SAFETY	UNIFORM-SZECHENYI	PARK & RECREATION FAC	294.39
	SOUND SAFETY	BOOTS & JEANS-NEWMAN	GENERAL SERVICES - OVERH	298.77
	SOUND SAFETY	BOOTS & JEANS-BALLOU	SOLID WASTE OPERATIONS	305.49
	SOUND SAFETY	GLOVES	ER&R	356.43
	SOUND SAFETY	SWEATSHIRTS W/SILK SCREENING	ER&R	392.44
	SOUND SAFETY	UNIFORM-PHELPS	PARK & RECREATION FAC	394.40
	SOUND SAFETY	UNIFORM-CHRISMAN	PARK & RECREATION FAC	426.49
106546	SOUND TRACTOR	COVER, CLAMP, PLATE AND RIVETS	EQUIPMENT RENTAL	32.90
106547	SOUTHERN COMPUTER	RETURN TABLET CASES	SOLID WASTE OPERATIONS	-313.34
	SOUTHERN COMPUTER	RETURN MOUSE	UTIL ADMIN	-28.94
	SOUTHERN COMPUTER	SURFACE ACCESSORIES	UTIL ADMIN	59.77
	SOUTHERN COMPUTER	IPAD CASES	COMPUTER SERVICES	100.07
	SOUTHERN COMPUTER	LP CASE	STORM DRAINAGE	106.84
	SOUTHERN COMPUTER	IPAD CASE	CITY COUNCIL	139.26
	SOUTHERN COMPUTER	BLUETOOTH SPEAKERS	SOLID WASTE OPERATIONS	279.70
106548	SPRINGBROOK NURSERY	RECYCLE WOOD DEBRIS	PARK & RECREATION FAC	20.00
106549	SRV CONSTRUCTION	PAY ESTIMATE #1	SEWER CAPITAL PROJECTS	102,441.73
106550	STAPLES	OFFICE SUPPLIES	PARK & RECREATION FAC	56.80
106551	STEPANCHENKO, LEONID	UB 934090000001 1920 8TH ST	WATER/SEWER OPERATION	146.95
106552	STERLING RENTALS	LEASE PAYMENT-OPERA HOUSE MARC	OPERA HOUSE	5,135.00
106553	TOCCO, LEAH	REIMBURSE MEETING SUPPLIES	CITY COUNCIL	192.58
	TOCCO, LEAH		EXECUTIVE ADMIN	211.06
106554	TULALIP CHAMBER	BBH JAN 2016	EXECUTIVE ADMIN	23.00
	TULALIP CHAMBER		UTIL ADMIN	23.00
	TULALIP CHAMBER		FINANCE-GENL	23.00
	TULALIP CHAMBER		COMMUNITY DEVELOPMENT-	23.00
	TULALIP CHAMBER		PERSONNEL ADMINISTRATIO	23.00
	TULALIP CHAMBER		POLICE ADMINISTRATION	23.00
	TULALIP CHAMBER		PARK & RECREATION FAC	46.00
	TULALIP CHAMBER		CITY COUNCIL	138.00
	TULALIP CHAMBER	SPONSORSHIP OF TABLE 6/24/16 B	EXECUTIVE ADMIN	250.00
106555	UTILITIES UNDERGROUN	EXCAVATION NOTICES-JAN 2016	UTILITY LOCATING	366.52
106556	VALLEY FREIGHTLINER	SURGE KIT AND RADIATOR CAP	EQUIPMENT RENTAL	185.75
	VALLEY FREIGHTLINER	MOTOR ASSEMBLY	EQUIPMENT RENTAL	223.07
	VALLEY FREIGHTLINER	WINDOW ASSEMBLY AND DOOR LATCH	EQUIPMENT RENTAL	304.74
106557	VERIZON	WIRELESS CHARGES	COMPUTER SERVICES	-312.89
	VERIZON		PURCHASING/CENTRAL STOF	24.24
	VERIZON		UTILITY BILLING	48.48
	VERIZON		CRIME PREVENTION	50.72
	VERIZON		ANIMAL CONTROL	55.11
	VERIZON		PERSONNEL ADMINISTRATIO	55.11

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 2/25/2016 TO 3/2/2016

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
106557	VERIZON	WIRELESS CHARGES	MUNICIPAL COURTS	79.35
	VERIZON		OFFICE OPERATIONS	105.92
	VERIZON		PROPERTY TASK FORCE	110.22
	VERIZON		FACILITY MAINTENANCE	110.22
	VERIZON		EQUIPMENT RENTAL	127.83
	VERIZON		FINANCE-GENL	130.22
	VERIZON		LEGAL-GENL	150.23
	VERIZON		EXECUTIVE ADMIN	165.33
	VERIZON		LEGAL - PROSECUTION	165.33
	VERIZON		RECREATION SERVICES	176.31
	VERIZON		PARK & RECREATION FAC	182.94
	VERIZON		YOUTH SERVICES	220.44
	VERIZON		ENGR-GENL	231.42
	VERIZON		DETENTION & CORRECTION	233.84
	VERIZON		WATER SUPPLY MAINS	240.06
	VERIZON		COMMUNITY DEVELOPMENT-	339.96
	VERIZON		WASTE WATER TREATMENT F	400.79
	VERIZON		GENERAL SERVICES - OVERH	411.74
	VERIZON		POLICE INVESTIGATION	422.25
	VERIZON		SOLID WASTE CUSTOMER EX	514.00
	VERIZON		STORM DRAINAGE	543.53
	VERIZON		COMPUTER SERVICES	553.49
	VERIZON		POLICE ADMINISTRATION	718.94
	VERIZON		UTIL ADMIN	1,603.36
	VERIZON		POLICE PATROL	4,365.99
106558	VINYL SIGNS & BANNER	PLAYGROUND SIGNS	PARK & RECREATION FAC	633.22
106559	VISCO INC	CAST IRON SPLIT BASE	CITY STREETS	-322.52
	VISCO INC		STREET LIGHTING	3,987.52
106560	WA AUDIOLOGY SRVCS	AUDIOMETRIC TESTING	EXECUTIVE ADMIN	1,018.69
	WA AUDIOLOGY SRVCS		EXECUTIVE ADMIN	1,311.60
106561	WALTER E NELSON CO.	JANITOIRAL SUPPLIES	PARK & RECREATION FAC	44.39
	WALTER E NELSON CO.	WASTE BASKETS	PARK & RECREATION FAC	496.13
106562	WALTON BEVERAGE CO	COOLER	OPERA HOUSE	107.70
	WALTON BEVERAGE CO	BEVERAGES	OPERA HOUSE	262.70
106563	WATERBURY, PEARL	UB 45161000000 13815 49TH DR	WATER/SEWER OPERATION	67.22
106564	WELLS FARGO BANK NA	UB 420761740003 4009 166TH PL	WATER/SEWER OPERATION	33.59
106565	WHATCOM CO PARK &	GUN RANGE RENTAL/SHED RENTAL	POLICE TRAINING-FIREARMS	7,606.00
106566	WHISTLE WORKWEAR	JEANS-KEEFE	UTIL ADMIN	112.01
106567	WHITNEY EQUIPMENT CO	HEADWORKS SCREW COMPACTOR	WASTE WATER TREATMENT F	6,294.08
106568	WOOD, AMANDA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
106569	ZAMORA, DEBORA		GENERAL FUND	100.00

WARRANT TOTAL: **1,284,980.02**

CHECK #106116 INITIATOR ERROR (41.28)

1,284,938.74

REASON FOR VOIDS:

- UNCLAIMED PROPERTY
- INITIATOR ERROR
- WRONG VENDOR
- CHECK LOST/DAMAGED IN MAIL

Index #8

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: March 14, 2016

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

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the March 4, 2016 payroll in the amount \$1,632,859.56, EFT Transactions and Check No.'s 29739 through 29772.

COUNCIL ACTION:

Index #9

CITY OF MARYSVILLE
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: March 14, 2016

AGENDA ITEM: Citizen Survey	AGENDA SECTION: New Business	
PREPARED BY: Gloria Hirashima, Chief Administrative Officer	AGENDA NUMBER:	
ATTACHMENTS: <ol style="list-style-type: none"> 1. List of sample survey questions from NCS 2. National Citizen Survey General Information 3. Sample NRC Citizen Survey Report 	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE: 00199513.549000	AMOUNT:	

City staff reviewed options for a general citizen survey to evaluate perceptions on city services and livability. The survey will be utilized to baseline current community views and assist City elected officials and staff in developing strategic plans. The use of community surveys is helpful to benchmark resident opinions on a range of community issues and will be a tool for improving service delivery and stakeholder communications.

We received quotes from three firms to conduct a community survey. National Research Center (NRC) was identified as the preferred company. NRC is affiliated with ICMA. The NRC Citizen Survey benchmarks results against more than 500 citizen surveys which will enable us to obtain a normative comparison to other communities. NRC also conducted the 2002 citizen survey for Marysville, which provides us with an internal baseline and comparison over time. NRC also quoted the lowest price for the service, including a 10% discount because of our prior survey with them.

A list of survey questions from NRC is attached. Survey questions that do not apply to Marysville can be removed from the questionnaire. We may also identify a few custom questions as part of the survey.

The base cost for conducting a survey with a sample size of 1,500 households is \$13,860 (discounted rate). The NRC offers additional add on services such as larger sample size, open ended question and Spanish translation for an additional cost, which can be referenced on attachment 2. The NRC reports that a sample size of 1500 households will provide results reflecting an approximate margin of error plus or minus 5% for the data.

RECOMMENDED ACTION: Authorize staff to negotiate and Mayor to sign a contract with National Research Center to conduct a Citizen Survey for the City of Marysville with a sample size of 1,500 households.

COUNCIL ACTION:

Please complete this questionnaire if you are the adult (age 18 or older) in the household who most recently had a birthday. The adult’s year of birth does not matter. Please select the response (by circling the number or checking the box) that most closely represents your opinion for each question. Your responses are anonymous and will be reported in group form only.

1. Please rate each of the following aspects of quality of life in ABC:

	<i>Excellent</i>	<i>Good</i>	<i>Fair</i>	<i>Poor</i>	<i>Don't know</i>
ABC as a place to live	1	2	3	4	5
Your neighborhood as a place to live.....	1	2	3	4	5
ABC as a place to raise children	1	2	3	4	5
ABC as a place to work.....	1	2	3	4	5
ABC as a place to visit	1	2	3	4	5
ABC as a place to retire	1	2	3	4	5
The overall quality of life in ABC.....	1	2	3	4	5

2. Please rate each of the following characteristics as they relate to ABC as a whole:

	<i>Excellent</i>	<i>Good</i>	<i>Fair</i>	<i>Poor</i>	<i>Don't know</i>
Overall feeling of safety in ABC.....	1	2	3	4	5
Overall ease of getting to the places you usually have to visit.....	1	2	3	4	5
Quality of overall natural environment in ABC	1	2	3	4	5
Overall “built environment” of ABC (including overall design, buildings, parks and transportation systems)	1	2	3	4	5
Health and wellness opportunities in ABC	1	2	3	4	5
Overall opportunities for education and enrichment.....	1	2	3	4	5
Overall economic health of ABC.....	1	2	3	4	5
Sense of community.....	1	2	3	4	5
Overall image or reputation of ABC	1	2	3	4	5

3. Please indicate how likely or unlikely you are to do each of the following:

	<i>Very likely</i>	<i>Somewhat likely</i>	<i>Somewhat unlikely</i>	<i>Very unlikely</i>	<i>Don't know</i>
Recommend living in ABC to someone who asks	1	2	3	4	5
Remain in ABC for the next five years	1	2	3	4	5

4. Please rate how safe or unsafe you feel:

	<i>Very safe</i>	<i>Somewhat safe</i>	<i>Neither safe nor unsafe</i>	<i>Somewhat unsafe</i>	<i>Very unsafe</i>	<i>Don't know</i>
In your neighborhood during the day.....	1	2	3	4	5	6
In ABC’s downtown/commercial area during the day	1	2	3	4	5	6

5. Please rate each of the following characteristics as they relate to ABC as a whole:

	<i>Excellent</i>	<i>Good</i>	<i>Fair</i>	<i>Poor</i>	<i>Don't know</i>
Traffic flow on major streets	1	2	3	4	5
Ease of public parking.....	1	2	3	4	5
Ease of travel by car in ABC.....	1	2	3	4	5
Ease of travel by public transportation in ABC	1	2	3	4	5
Ease of travel by bicycle in ABC.....	1	2	3	4	5
Ease of walking in ABC	1	2	3	4	5
Availability of paths and walking trails	1	2	3	4	5
Air quality	1	2	3	4	5
Cleanliness of ABC	1	2	3	4	5
Overall appearance of ABC.....	1	2	3	4	5
Public places where people want to spend time	1	2	3	4	5
Variety of housing options	1	2	3	4	5
Availability of affordable quality housing	1	2	3	4	5
Fitness opportunities (including exercise classes and paths or trails, etc.)	1	2	3	4	5
Recreational opportunities.....	1	2	3	4	5
Availability of affordable quality food.....	1	2	3	4	5
Availability of affordable quality health care	1	2	3	4	5
Availability of preventive health services	1	2	3	4	5
Availability of affordable quality mental health care	1	2	3	4	5

6. Please rate each of the following characteristics as they relate to ABC as a whole:

	<i>Excellent</i>	<i>Good</i>	<i>Fair</i>	<i>Poor</i>	<i>Don't know</i>
Availability of affordable quality child care/preschool	1	2	3	4	5
K-12 education	1	2	3	4	5
Adult educational opportunities	1	2	3	4	5
Opportunities to attend cultural/arts/music activities	1	2	3	4	5
Opportunities to participate in religious or spiritual events and activities	1	2	3	4	5
Employment opportunities	1	2	3	4	5
Shopping opportunities	1	2	3	4	5
Cost of living in ABC	1	2	3	4	5
Overall quality of business and service establishments in ABC	1	2	3	4	5
Vibrant downtown/commercial area	1	2	3	4	5
Overall quality of new development in ABC	1	2	3	4	5
Opportunities to participate in social events and activities	1	2	3	4	5
Opportunities to volunteer	1	2	3	4	5
Opportunities to participate in community matters	1	2	3	4	5
Openness and acceptance of the community toward people of diverse backgrounds	1	2	3	4	5
Neighborliness of residents in ABC	1	2	3	4	5

7. Please indicate whether or not you have done each of the following in the last 12 months.

	<i>No</i>	<i>Yes</i>
Made efforts to conserve water	1	2
Made efforts to make your home more energy efficient	1	2
Observed a code violation or other hazard in ABC (weeds, abandoned buildings, etc.)	1	2
Household member was a victim of a crime in ABC	1	2
Reported a crime to the police in ABC	1	2
Stocked supplies in preparation for an emergency	1	2
Campaigned or advocated for an issue, cause or candidate	1	2
Contacted the XYZ of ABC (in-person, phone, email or web) for help or information	1	2
Contacted ABC elected officials (in-person, phone, email or web) to express your opinion	1	2

8. In the last 12 months, about how many times, if at all, have you or other household members done each of the following in ABC?

	<i>2 times a week or more</i>	<i>2-4 times a month</i>	<i>Once a month or less</i>	<i>Not at all</i>
Used ABC recreation centers or their services	1	2	3	4
Visited a neighborhood park or XYZ park	1	2	3	4
Used ABC public libraries or their services	1	2	3	4
Participated in religious or spiritual activities in ABC	1	2	3	4
Attended a XYZ-sponsored event	1	2	3	4
Used bus, rail, subway or other public transportation instead of driving	1	2	3	4
Carpooled with other adults or children instead of driving alone	1	2	3	4
Walked or biked instead of driving	1	2	3	4
Volunteered your time to some group/activity in ABC	1	2	3	4
Participated in a club	1	2	3	4
Talked to or visited with your immediate neighbors	1	2	3	4
Done a favor for a neighbor	1	2	3	4

9. Thinking about local public meetings (of local elected officials like City Council or County Commissioners, advisory boards, town halls, HOA, neighborhood watch, etc.), in the last 12 months, about how many times, if at all, have you or other household members attended or watched a local public meeting?

	<i>2 times a week or more</i>	<i>2-4 times a month</i>	<i>Once a month or less</i>	<i>Not at all</i>
<u>Attended</u> a local public meeting	1	2	3	4
<u>Watched</u> (online or on television) a local public meeting	1	2	3	4

10. Please rate the quality of each of the following services in ABC:

	<i>Excellent</i>	<i>Good</i>	<i>Fair</i>	<i>Poor</i>	<i>Don't know</i>
Police/Sheriff services.....	1	2	3	4	5
Fire services.....	1	2	3	4	5
Ambulance or emergency medical services	1	2	3	4	5
Crime prevention.....	1	2	3	4	5
Fire prevention and education.....	1	2	3	4	5
Traffic enforcement	1	2	3	4	5
Street repair	1	2	3	4	5
Street cleaning	1	2	3	4	5
Street lighting.....	1	2	3	4	5
Snow removal	1	2	3	4	5
Sidewalk maintenance	1	2	3	4	5
Traffic signal timing.....	1	2	3	4	5
Bus or transit services.....	1	2	3	4	5
Garbage collection.....	1	2	3	4	5
Recycling	1	2	3	4	5
Yard waste pick-up	1	2	3	4	5
Storm drainage	1	2	3	4	5
Drinking water.....	1	2	3	4	5
Sewer services	1	2	3	4	5
Power (electric and/or gas) utility.....	1	2	3	4	5
Utility billing.....	1	2	3	4	5
XYZ parks	1	2	3	4	5
Recreation programs or classes.....	1	2	3	4	5
Recreation centers or facilities	1	2	3	4	5
Land use, planning and zoning.....	1	2	3	4	5
Code enforcement (weeds, abandoned buildings, etc.)	1	2	3	4	5
Animal control.....	1	2	3	4	5
Economic development	1	2	3	4	5
Health services	1	2	3	4	5
Public library services	1	2	3	4	5
Public information services	1	2	3	4	5
Cable television.....	1	2	3	4	5
Emergency preparedness (services that prepare the community for natural disasters or other emergency situations).....	1	2	3	4	5
Preservation of natural areas such as open space, farmlands and greenbelts.....	1	2	3	4	5
ABC open space.....	1	2	3	4	5
XYZ-sponsored special events	1	2	3	4	5
Overall customer service by ABC employees (police, receptionists, planners, etc.).....	1	2	3	4	5

11. Overall, how would you rate the quality of the services provided by each of the following?

	<i>Excellent</i>	<i>Good</i>	<i>Fair</i>	<i>Poor</i>	<i>Don't know</i>
The XYZ of ABC	1	2	3	4	5
The Federal Government	1	2	3	4	5

12. Please rate the following categories of ABC government performance:

	<i>Excellent</i>	<i>Good</i>	<i>Fair</i>	<i>Poor</i>	<i>Don't know</i>
The value of services for the taxes paid to ABC	1	2	3	4	5
The overall direction that ABC is taking	1	2	3	4	5
The job ABC government does at welcoming citizen involvement	1	2	3	4	5
Overall confidence in ABC government.....	1	2	3	4	5
Generally acting in the best interest of the community	1	2	3	4	5
Being honest.....	1	2	3	4	5
Treating all residents fairly	1	2	3	4	5

13. Please rate how important, if at all, you think it is for the ABC community to focus on each of the following in the coming two years:

	<i>Essential</i>	<i>Very important</i>	<i>Somewhat important</i>	<i>Not at all important</i>
Overall feeling of safety in ABC.....	1	2	3	4
Overall ease of getting to the places you usually have to visit.....	1	2	3	4
Quality of overall natural environment in ABC	1	2	3	4
Overall “built environment” of ABC (including overall design, buildings, parks and transportation systems)	1	2	3	4
Health and wellness opportunities in ABC	1	2	3	4
Overall opportunities for education and enrichment.....	1	2	3	4
Overall economic health of ABC.....	1	2	3	4
Sense of community.....	1	2	3	4

xx. Custom Question #1 Custom Question #1 Custom Question #1 Custom Question #1 Custom Question #1 Custom Question #1 Custom Question #1 Custom Question #1 Custom Question #1 Custom Question #1 Custom Question #1 Custom Question #1 Custom Question #1 Custom Question #1 Custom Question #1 Custom Question #1

- Scale point 1 Scale point 2 Scale point 3 Scale point 4 Scale point 5

xx. Custom Question #2 Custom Question #2 Custom Question #2 Custom Question #2 Custom Question #2 Custom Question #2 Custom Question #2 Custom Question #2 Custom Question #2 Custom Question #2 Custom Question #2 Custom Question #2 Custom Question #2 Custom Question #2 Custom Question #2 Custom Question #2

- Scale point 1 Scale point 2 Scale point 3 Scale point 4 Scale point 5

xx. Custom Question #3 Custom Question #3 Custom Question #3 Custom Question #3 Custom Question #3 Custom Question #3 Custom Question #3 Custom Question #3 Custom Question #3 Custom Question #3 Custom Question #3 Custom Question #3 Custom Question #3 Custom Question #3 Custom Question #3 Custom Question #3

- Scale point 1 Scale point 2 Scale point 3 Scale point 4 Scale point 5

xx. OPTIONAL [See Worksheets for details and price of this option] Open-Ended Question

Our last questions are about you and your household. Again, all of your responses to this survey are completely anonymous and will be reported in group form only.

D1. How often, if at all, do you do each of the following, considering all of the times you could?

	<i>Never</i>	<i>Rarely</i>	<i>Sometimes</i>	<i>Usually</i>	<i>Always</i>
Recycle at home	1	2	3	4	5
Purchase goods or services from a business located in ABC	1	2	3	4	5
Eat at least 5 portions of fruits and vegetables a day	1	2	3	4	5
Participate in moderate or vigorous physical activity	1	2	3	4	5
Read or watch local news (via television, paper, computer, etc.)	1	2	3	4	5
Vote in local elections.....	1	2	3	4	5

D2. Would you say that in general your health is:

- Excellent
 Very good
 Good
 Fair
 Poor

D3. What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:

- Very positive
 Somewhat positive
 Neutral
 Somewhat negative
 Very negative

D4. What is your employment status?

- Working full time for pay
 Working part time for pay
 Unemployed, looking for paid work
 Unemployed, not looking for paid work
 Fully retired

D5. Do you work inside the boundaries of ABC?

- Yes, outside the home
 Yes, from home
 No

D6. How many years have you lived in ABC?

- Less than 2 years 11-20 years
 2-5 years More than 20 years
 6-10 years

D7. Which best describes the building you live in?

- One family house detached from any other houses
 Building with two or more homes (duplex, townhome, apartment or condominium)
 Mobile home
 Other

D8. Is this house, apartment or mobile home...

- Rented
 Owned

D9. About how much is your monthly housing cost for the place you live (including rent, mortgage payment, property tax, property insurance and homeowners' association (HOA) fees)?

- Less than \$300 per month
 \$300 to \$599 per month
 \$600 to \$999 per month
 \$1,000 to \$1,499 per month
 \$1,500 to \$2,499 per month
 \$2,500 or more per month

D10. Do any children 17 or under live in your household?

- No Yes

D11. Are you or any other members of your household aged 65 or older?

- No Yes

D12. How much do you anticipate your household's total income before taxes will be for the current year? (Please include in your total income money from all sources for all persons living in your household.)

- Less than \$25,000
 \$25,000 to \$49,999
 \$50,000 to \$99,999
 \$100,000 to \$149,999
 \$150,000 or more

Please respond to both questions D13 and D14:

D13. Are you Spanish, Hispanic or Latino?

- No, not Spanish, Hispanic or Latino
 Yes, I consider myself to be Spanish, Hispanic or Latino

D14. What is your race? (Mark one or more races to indicate what race you consider yourself to be.)

- American Indian or Alaskan Native
 Asian, Asian Indian or Pacific Islander
 Black or African American
 White
 Other

D15. In which category is your age?

- 18-24 years 55-64 years
 25-34 years 65-74 years
 35-44 years 75 years or older
 45-54 years

D16. What is your sex?

- Female Male

D17. Do you consider a cell phone or land line your primary telephone number?

- Cell Land line Both

Thank you for completing this survey. Please return the completed survey in the postage-paid envelope to: National Research Center, Inc., PO Box 549, Belle Mead, NJ 08502

Attachment 2



THE NCS™
The National Citizen Survey™

Planning for the future shouldn't be guesswork. Use The NCS™ for a data-based picture of community needs and perspectives.

Understanding the needs of your community is crucial to ensuring resident satisfaction and high livability standards. Getting a clear and accurate picture from the residents themselves is the best way to accomplish this.

The National Citizen Survey™ (The NCS™) is the gold standard in community assessments — in fact, we wrote the book on citizen surveys. The NCS is tried and trusted and provides a broad but accurate picture of community quality and resident perspectives about local government services, policies and management. The NCS uses scientific survey methods to guarantee valid findings and compare local results with benchmarks compiled from surveys conducted across the U.S.

Our unique community livability framework facilitates connections among different groups in your community by providing valuable insight into shared community needs.

The NCS was developed by experts to produce clear, unbiased and accurate results that can be used as the basis for action. The NCS can be tailored to your specific needs with custom questions to best fit your community's topical issues and comparisons to the opinions of residents in communities across the country to help interpret results.

Visit www.n-r-c.com/thencs to learn more about The NCS.

City managers and local government leaders across the nation already use The NCS for:

**Strategic
planning**

**Program
and capital
investment**

Budgeting

**Performance
monitoring**

Communications

Fundraising



National Research Center, Inc. (NRC) is the leading public-sector research firm with over 20 years of experience in survey research for government. Our skilled team of researchers supports cities, counties, foundations and nonprofit organizations in using research to move communities forward. Visit www.n-r-c.com to learn how our suite of surveys — The NCS™, The NES™, The NBS™ and CASOA™ — provide a complete picture of your community.



The NCS is presented by National Research Center, Inc. in collaboration with ICMA.



WHAT WE DO SURVEY PRODUCTS WHO WE ARE BLOG

THE NATIONAL CITIZEN SURVEY™ NEXT

BUILDING UPON YEARS OF RESEARCH ON CITIZEN SURVEYS AND COMMUNITY LIVABILITY, NATIONAL RESEARCH CENTER, INC. IS PROUD TO PRESENT THE NCS™ *NEXT*.

THE NCS NEXT INCORPORATES ALL OF THE BEST FEATURES OF THE NCS INTO A SUITE OF PRODUCTS TO HELP YOU DISCOVER WHAT'S NEXT FOR YOUR COMMUNITY.

The National Citizen Survey™ (The NCS™) was among the first scientific surveys to gather resident opinion on a range of community issues, and has been used by more than 350 unique jurisdictions in 44 states. Communities using The NCS have reported that the tool improved service delivery, strengthened communications with community stakeholders and identified clear priorities for use in strategic planning and budget setting. The NCS is the only citizen survey tool endorsed by the International City/County Management Association (ICMA) and the National League of Cities (NLC).

The NCS **Next** begins with a customizable survey of questions relevant to your community. The survey measures public opinion in eight key areas of community livability. In each domain, residents report their perceptions about the quality of their community and related services, as well as their own engagement within the community.

The NCS **Next** includes:

- Multiple reports to communicate results in a way that enables every audience – staff, elected officials, business owners, and residents – to quickly find the information they need and want
- Surveys completed by a representative cross-section of the population
- Multiple contacts with residents to ensure adequate response rates



- Benchmarking to compare local results to those of similar communities
- Customized questions and reporting options to address specific needs

The NCS **Next** also includes access to The NCS Toolkits, a suite of materials and workshops that can provide you with additional insights and help you create an action plan that takes your community to the next level.

DISCOVER WHAT'S *NEXT* FOR YOUR COMMUNITY

2955 Valmont Road, Suite 300
Boulder, Colorado 80301



phone 303.444.7863

fax 303.444.1145

[Join our mailing list](#)

© 2006-2016 National Research Center, Inc. All Rights Reserved.



THE NCS PRICING

THE NCS BASIC SERVICE INCLUDES:

- Full report of results, plus multiple layers of reporting to meet the needs of different stakeholders
- Responses weighted to reflect characteristics of your entire community
- Complimentary educational webinar: Inspire creative decision-making with the 6 E's of Action
- Benchmarking against more than 500 citizen survey results
- Tracking of results and response rates by geographic area
- Opt-in web survey included in addition to the scientific, random-sampled survey

FIRST STEP: CHOOSE YOUR BASIC SERVICE COLLECTION METHOD

	Full price	Discounted price*	Notes
Primarily by mail (most common choice); the mailed survey is also available online at no added cost.	\$15,400	\$13,860	Includes a sample size of 1,500 households
Web only, with mail invitations (using a scientific sample)	\$11,900	\$10,710	Includes a sample size of 1,800 households
Web only, all residents are eligible, you promote participation (non-scientific)	\$7,650	\$6,885	Opt in; no mailed or other individual invitations to participate

SECOND STEP: CHOOSE YOUR ADD-ON OPTIONS

	Full price	Discounted price*	Notes
Larger sample size!	Varies	Varies	See below for example sample sizes
Reminder postcard (4th mailing)	Varies	Varies	See below for example sample sizes
Demographic Subgroup Comparison Report	\$900	\$810	Compare results by population demographics
Geographic Subgroup Comparison Report	\$900	\$810	Compare results by geographic area
Spanish	\$750	\$675	Respondents can complete the survey online in Spanish
Custom Benchmark Comparisons	\$1050	\$945	Benchmark results against communities meeting specific criteria
One open-ended question	\$1,950	\$1,755	Includes one open-ended question added to survey. Responses will be categorized and reported in a table under separate cover, accompanied by a complete list of verbatim responses.
In-person presentation	\$3,500	\$3,150	Assumes location within 50 miles of int'l airport
Next steps workshop	\$4,350	\$3,915	Assumes location within 50 miles of int'l airport
Compare prior results	\$2,000	\$1,800	Compare current results to those of a previous (non-NCS) survey

EXAMPLE SAMPLE SIZES

	Regular mailing (3 contacts)		Reminder postcard (4th contact)	
	Full Price	Discounted Price*	Full Price	Discounted Price*
+0	–	–	\$990	\$891
+300 (1,800 total)	\$1,430	\$1,287	\$1,120	\$1,008
+700 (2,200 total)	\$3,100	\$2,790	\$1,310	\$1,179
+1,100 (2,600 total)	\$4,770	\$4,293	\$1,490	\$1,341
+1,500 (3,000 total)	\$6,440	\$5,796	\$1,680	\$1,512

*Please note all prices are subject to change.

*You are eligible for a 10% discount on The NCS, The NES, The NBS or CASOA if you:

- Have conducted any of these surveys in the past

- Are an ICMA member, work with an ICMA CMS partner or use ICMA Insights
- Are an NLC member
- Are an Association of Government Accountants member

Not sure if you're eligible? Just give us a call!

CANCELLATION POLICY

We will withhold an administrative fee of \$700 from any refund for a cancellation before hours/costs are expended; once the project work has begun and money has been spent (hours or hard costs), we're unable to make a refund.

DON'T SEE WHAT YOU NEED? CONTACT US TODAY FOR ADDITIONAL OPTIONS!

* Please note all prices subject to change.

2955 Valmont Road, Suite 300
Boulder, Colorado 80301



phone 303.444.7863

fax 303.444.1145

Join our mailing list

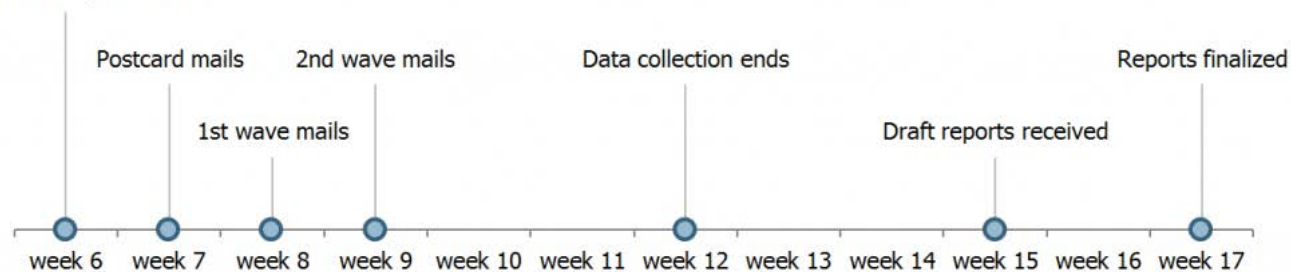
© 2006-2016 National Research Center, Inc. All Rights Reserved.



THE NCS TIMELINE

We have created the following sample timeline for a typical administration of The NCS. Should you prefer to have additional time for survey development, extend data collection or shift the delivery of the final reports – or any other revisions – we will work closely with you to design a timeline that meets your needs.

Finalize survey materials



Preparing for the Survey

The NCS survey process is initiated upon receipt of your first payment	week 1
NRC emails you information to customize The NCS	week 1
Due to NRC: Selection of add-on options	week 3
Due to NRC: Drafts of the optional custom questions to be included in the survey	week 3
Due to NRC: Zip code information and GIS boundary data	week 4
Due to NRC: Additional payment for add-on options	week 5
NRC finalizes the survey instrument and mailing materials and sends pdf samples for your records	week 6

NRC generates the sample of households in your community	weeks 5-6
NRC prints materials and prepares mailings	week 6
Due to NRC: Selection of custom benchmark profile(s) (if custom benchmark add-on selected)	week 6

Conducting the survey

Survey materials are mailed	weeks 7 to 9
Prenotification postcards sent	week 7
1st wave of surveys sent	week 8
2nd wave of surveys sent	week 9
Data collection: surveys received and processed for your community	weeks 8-12
Due to NRC: Final count of returned postcards	week 12
Survey analysis and report writing	weeks 12-14
NRC emails draft report (in PDF format) to you along with invoice for balance due on The NCS Basic Service and any additional add-on options	week 15
Due to NRC: community feedback on the draft report (most final reports are identical to the draft reports, except being labeled as final instead of draft)	week 16
NRC emails final report and data file to you	week 17

2955 Valmont Road, Suite 300
Boulder, Colorado 80301



phone 303.444.7863

fax 303.444.1145

Join our mailing list

Attachment 3



THE NCS™
The National Citizen Survey™

Carlton, IA

Sample Community Livability Report

2015



2955 Valmont Road Suite 300
Boulder, Colorado 80301
n-r-c.com • 303-444-7863



777 North Capitol Street NE Suite 500
Washington, DC 20002
icma.org • 800-745-8780
Item 9 - 15

Contents

About.....	1
Quality of Life in ABC	2
Community Characteristics	3
Governance	5
Participation	7
Special Topics.....	9
Conclusions	10

About

The National Citizen Survey™ (The NCS) report is about the “livability” of Carlton. The phrase “livable community” is used here to evoke a place that is not simply habitable but that is desirable. It is not only where people do live, but where they want to live.

Great communities are partnerships of the government, private sector, community-based organizations and residents, all geographically connected. The NCS captures residents’ opinions within the three pillars of a community (Community Characteristics, Governance and Participation) and across eight central facets of community (Safety, Mobility, Natural Environment, Built Environment, Economy, Recreation and Wellness, Education and Enrichment and Community Engagement).

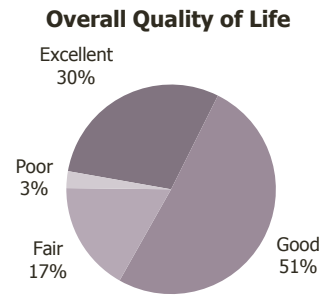
The *Community Livability Report* provides the opinions of a representative sample of 1,200 residents of the City of Carlton. The margin of error around any reported percentage is 5% for the entire sample (382 completed surveys). The methods used to garner these opinions can be found in the *Technical Appendices* provided under separate cover.



Quality of Life in Carlton

Most residents rated the quality of life in Carlton as “excellent” or “good,” which was similar to ratings in other communities across the U.S.

Shown below are the eight facets of community. The color of each community facet summarizes how residents rated it across the three sections of the survey that represent the pillars of a community – Community Characteristics, Governance and Participation. When most ratings across the three pillars were higher than the benchmark, the color for that facet is the darkest shade; when most ratings were lower than the benchmark, the color is the lightest shade. A mix of ratings (higher and lower than the benchmark) results in a color between the extremes.

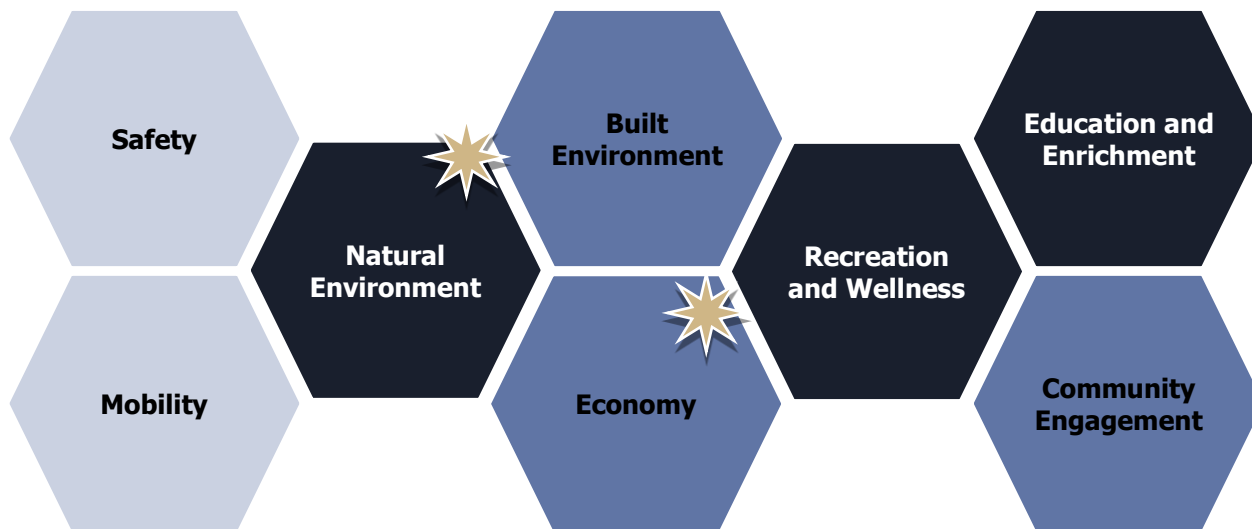


In addition to a summary of ratings, the image below includes one or more stars to indicate which community facets were the most important to residents’ overall quality of life. Residents identified these facets of community life, Natural Environment and Economy, as the most central to what makes Carlton their home. It is noteworthy that Carlton residents gave favorable ratings to most aspects of livability, especially in the areas of Safety and Recreation and Wellness. This overview of the key aspects of community quality provides a quick summary of where residents see exceptionally strong performance and where performance offers the greatest opportunity for improvement. Linking quality to importance offers community members and leaders a view into the characteristics of the community that matter most and that seem to be working best.

Details that support these findings are contained in the remainder of this Livability Report, starting with the ratings for Community Characteristics, Governance and Participation and ending with results for Carlton’s unique questions.

Legend

- Higher than national benchmark
- Similar to national benchmark
- Lower than national benchmark
- Benchmark comparison not available
- ★ Most important to quality of life



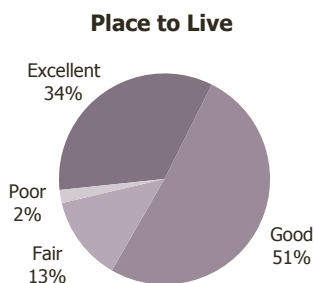
Community Characteristics

What makes a community livable, attractive and a place where people want to be?

Overall quality of community life represents the natural ambience, services and amenities that make for an attractive community. How residents rate their overall quality of life is an indicator of the overall health of a community. In the case of Carlton, 80% of residents rated their overall quality of life as “excellent” or “good” while only 3% of respondents felt they had a “poor” quality of life. Respondents’ ratings of quality of life in Carlton were similar to ratings in other communities across the nation (see Appendix B of the *Technical Appendices* provided under separate cover).

In addition to rating their overall quality of life, respondents rated several aspects of community quality including Carlton as a place to live, raise children and retire, as well as their neighborhood as a place to live, the overall image or reputation of Carlton and its overall appearance. Carlton as a place to live was rated the most positively with 85% of respondents rating this aspect of the community as “excellent” or “good;” these ratings were similar to other communities in the U.S. While slightly fewer respondents in Carlton rated the overall image or reputation of Carlton and the overall appearance of Carlton positively (about 70% “excellent” or “good”), these aspects of the community were higher in Carlton than in other communities across the nation.

Delving deeper into Community Quality, survey respondents rated over 40 features of the community within the eight dimensions of Community Livability. Carlton performed strongly in the areas of the Natural Environment and Education and Enrichment. For example, aspects of the Natural Environment (including the overall natural environment, air quality and cleanliness) were rated as “excellent” or “good” by at least 7 in 10 respondents and all three aspects received ratings higher than the national benchmark.

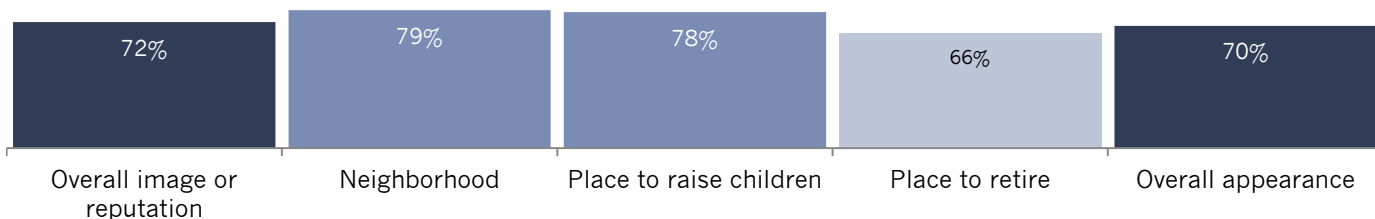


Challenges for Carlton may lie in the areas of Safety and the Built Environment. About two-thirds of respondents rated the overall feeling of safety in Carlton as “excellent” or “good,” which was lower than the national benchmark. While the majority of respondents felt “very” or “somewhat” safe in their neighborhood (78%), these ratings were lower in Carlton than in other communities in the U.S.

Percent rating positively (e.g., excellent/good)

Comparison to national benchmark

■ Higher ■ Similar ■ Lower □ Not available



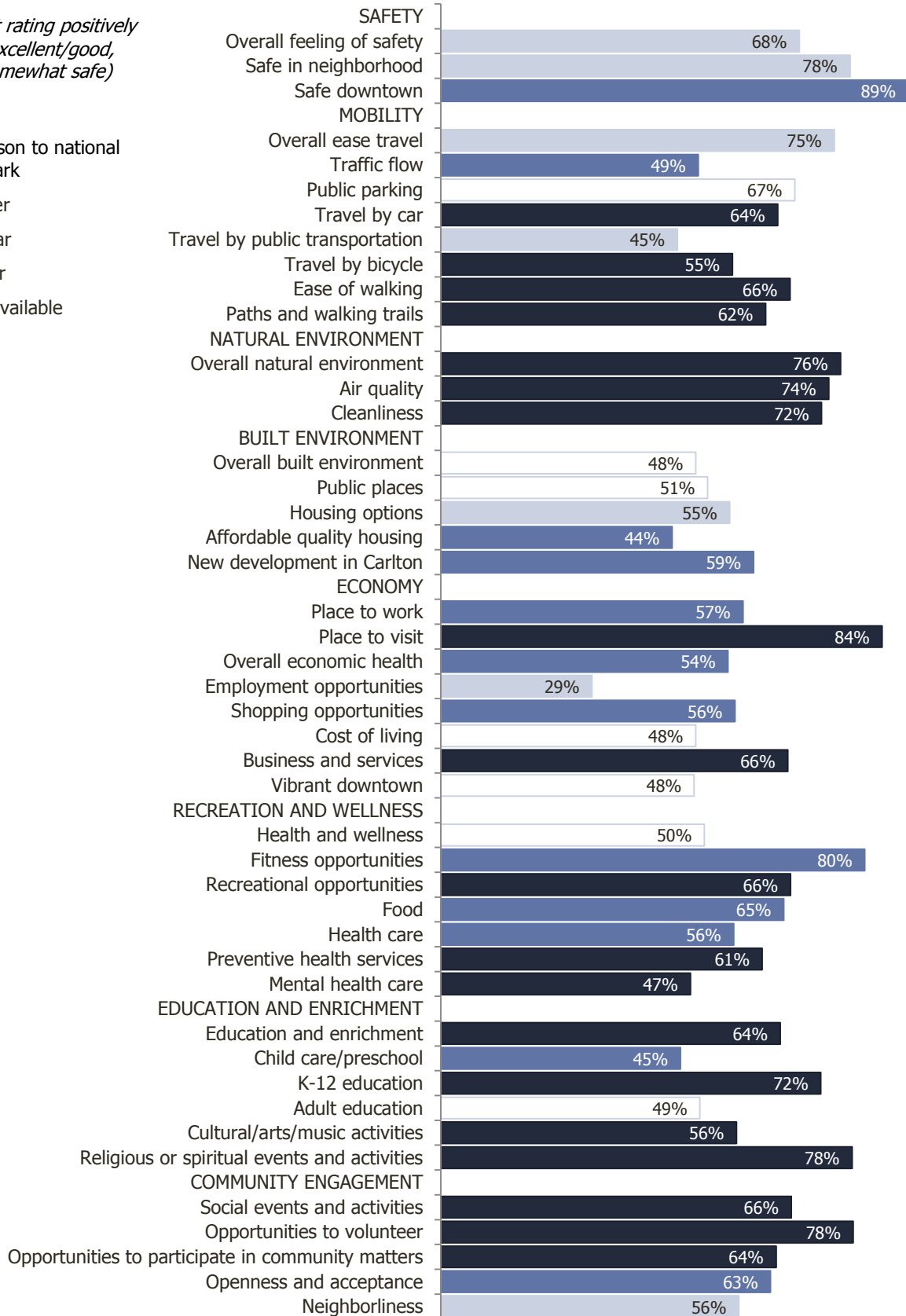
The National Citizen Survey™

Figure 1: Aspects of Community Characteristics

Percent rating positively
(e.g., excellent/good,
very/somewhat safe)

Comparison to national
benchmark

- Higher
- Similar
- Lower
- Not available



Governance

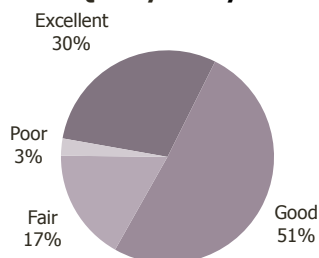
How well does the government of Carlton meet the needs and expectations of its residents?

The overall quality of services provided by Carlton as well as the manner in which these services are provided are key components of how residents rate their quality of life. About 8 in 10 survey respondents rated the overall quality of services provided by Carlton as “excellent” or “good” (about half as many felt this way about the services provided by the federal government). Ratings for the services provided by Carlton were higher than the benchmark when compared to other communities in the U.S.

Survey respondents also rated various aspects of Carlton’s leadership and governance. Overall, about half of respondents felt the City did an “excellent” or “good” job of welcoming citizen involvement, acting in the best interest of Carlton and treating all residents fairly. While about 60% of respondents were pleased with the overall direction of Carlton, fewer (51%) had confidence in the government of Carlton. About 8 in 10 survey respondents felt City employees provided “excellent” or “good” customer service, a rating that was higher in Carlton when compared to its national peers.

Respondents evaluated over 30 individual services and amenities available in Carlton. Carlton performed well in the areas of Safety, Natural Environment and Recreation and Wellness. Of the seven Safety services rated, six were rated higher the national benchmark: fire, ambulance/EMS, police, fire prevention, crime prevention and emergency preparedness. Ratings for services related to the Natural Environment faired similarly well and all four Recreation and Wellness services were rated higher in Carlton when compared to other communities across the nation.

Overall Quality of City Services

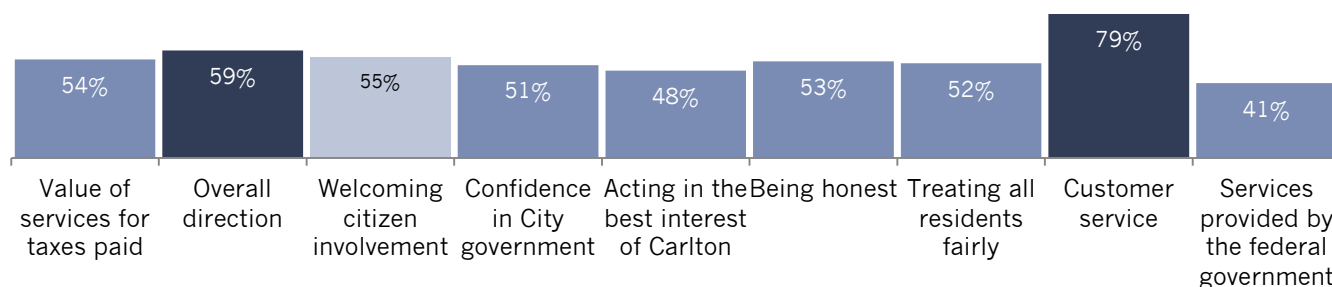


Carlton may face some challenges in the areas of Mobility and the Built Environment. Overall, ratings for Mobility and Built Environment tended to be rated lower when compared to other services provided by the City; between half to three-quarters of respondents rated these services as “excellent” or “good.”

Percent rating positively (e.g., excellent/good)

Comparison to national benchmark

■ Higher ■ Similar ■ Lower □ Not available



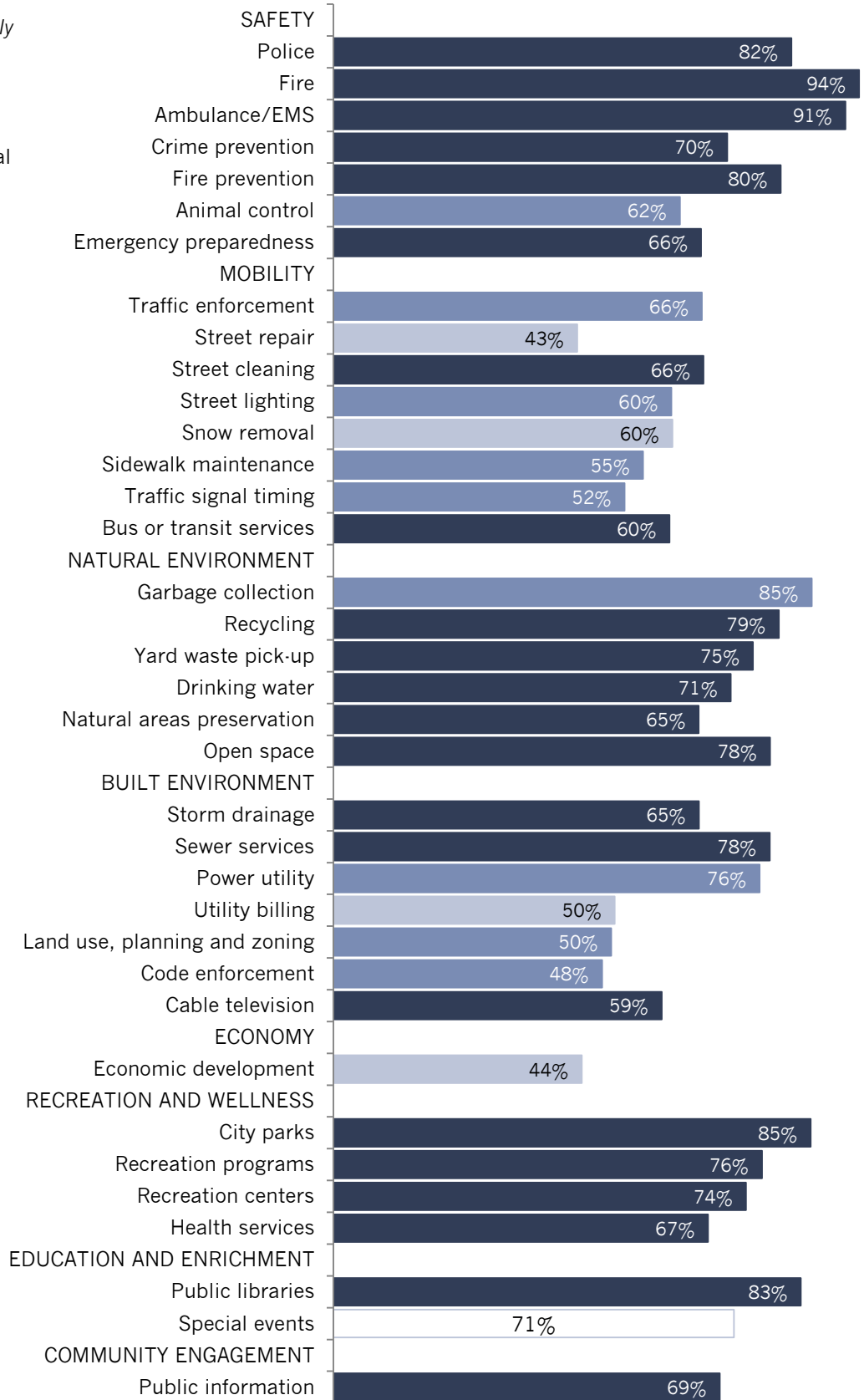
The National Citizen Survey™

Figure 2: Aspects of Governance

Percent rating positively
(e.g., excellent/good)

Comparison to national
benchmark

- Higher
- Similar
- Lower
- Not available



Participation

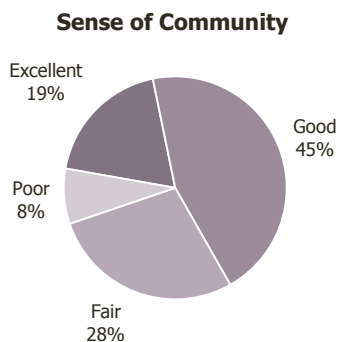
Are the residents of Carlton connected to the community and each other?

The sense of community in Carlton was similar to other communities across the nation with about two-thirds of survey respondents rating it as “excellent” or “good.” About three-quarters of respondents were “very” or “somewhat” likely to recommend living in Carlton to someone who asks (similar to the national benchmark) and to remain in Carlton for the next five years (higher than the national benchmark). Also, about half of respondents had reached out to the City for help or information, a proportion that was lower in Carlton than in its national peers.

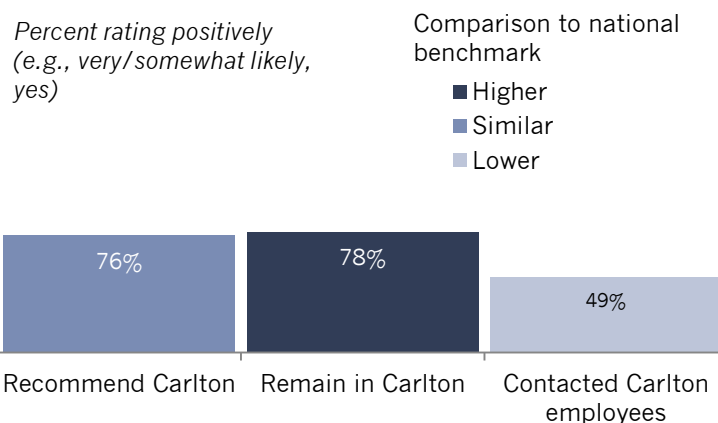
The survey included over 30 activities and behaviors that respondents indicated how often they participated in or performed each, if at all. Overall, for the 18 activities for which benchmark comparisons were available, Carlton residents tended to participate in these various activities at rates similar to or lower than residents in other communities across the country.

In the area of Community Engagement, about one-quarter of respondents had attended or watched a local public meeting, a proportion that was higher in Carlton than in other communities. However, fewer respondents in Carlton than in other U.S. communities had participated in other Community Engagement activities such as volunteering, talking with neighbors or voting in local elections.

While the proportion of residents who had visited a City park was similar to that of other communities (about 30%), compared to the national benchmark fewer residents in Carlton took advantage of other Recreation and Wellness activities such as using recreation centers (15% of respondents) or public libraries (21%). The percent of Carlton residents who reported themselves as being in “excellent” or “very good” health (69%) was similar to the national benchmark.



Survey respondents exhibited lower than average engagement in the area of the Natural Environment. Less than 6 in 10 respondents “sometimes” or “always” recycled at home, a rate that was lower in Carlton than in other communities across the nation. About one-third of respondents had conserved water or made their homes more energy efficient in the past 12 months; benchmark comparisons for these two activities were not available.



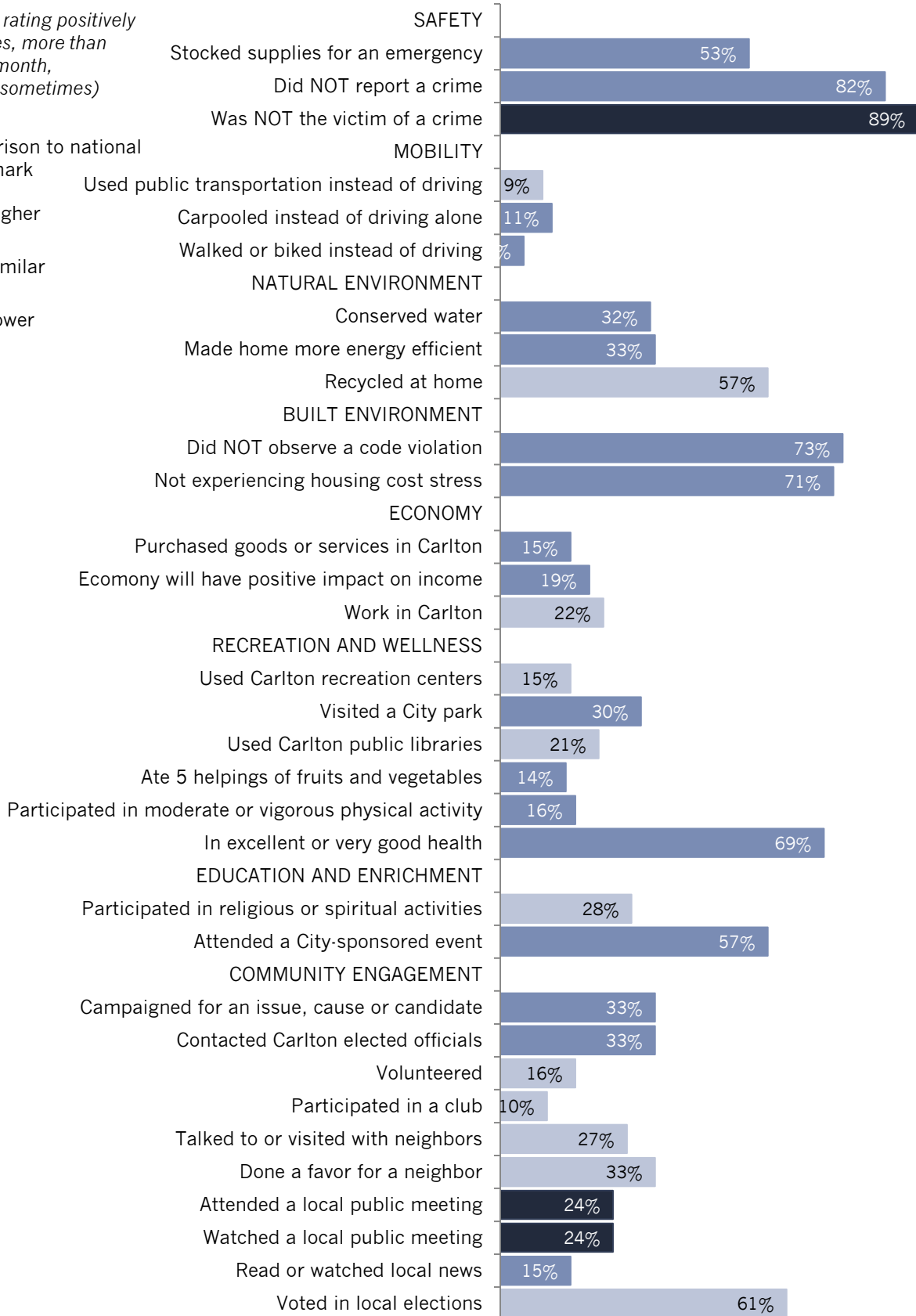
The National Citizen Survey™

Figure 3: Aspects of Participation

Percent rating positively
(e.g., yes, more than
once a month,
always/sometimes)

Comparison to national
benchmark

- Higher
- Similar
- Lower

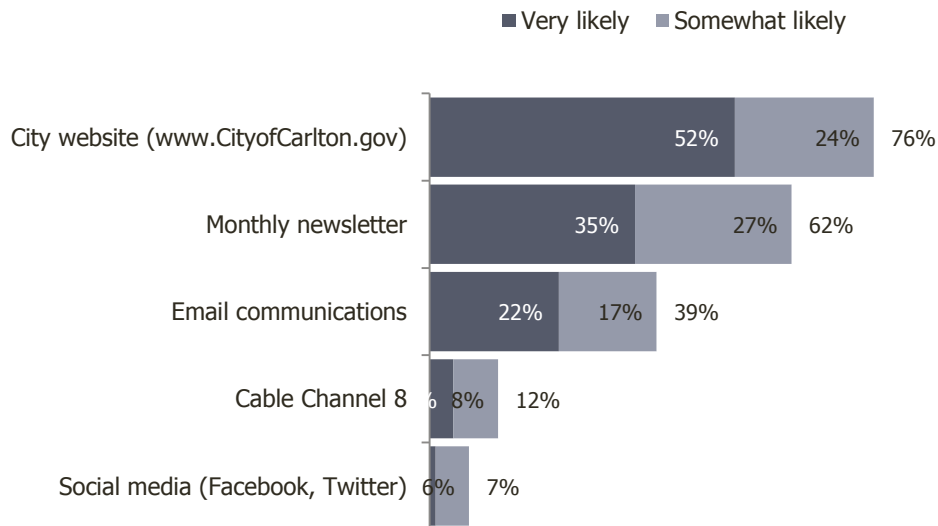


Special Topics

The City of Carlton included a question of special interest on The NCS. The City was interested in knowing which information sources residents would be the most likely to use. Overall, residents expressed strong preferences for the City's website and monthly newsletter, while few would use social media to find information about the City.

Figure 4: Question 13a

How likely or unlikely are you to use each of the following sources to find information about the City, its services, programs and events?



Conclusions

The Natural Environment is an asset of Carlton.

The overall natural environment, air quality and cleanliness of Carlton were rated as “excellent” or “good” by at least 7 in 10 respondents and all three aspects received ratings higher than the national benchmark. Between 65% and 85% of respondents rated recycling, open space, yard waste pick-up, drinking water and preservation of natural areas as “excellent” or “good” and all were higher than the national benchmark. However, less than 6 in 10 respondents “sometimes” or “always” recycled at home, a rate that was lower in Carlton than in other communities across the nation, and only one-third of respondents had conserved water or made their homes more energy efficient in the past 12 months.

Despite excellent Safety services and low crime victimization, residents do not feel safe.

Of the seven Safety services rated, six were rated higher the national benchmark: fire, ambulance/EMS, police, fire prevention, crime prevention and emergency preparedness. About 1 in 10 respondents had been the victim of a crime (which was lower in Carlton when compared to other communities) and 82% had reported a crime to police (which was similar in Carlton when compared to other communities). While the majority of respondents felt “very” or “somewhat” safe in their neighborhood (78%), this rating was lower in Carlton than in other communities in the U.S. The overall feeling of safety was rated as “excellent” or “good” by 68% of respondents and was lower than the national benchmark.

Residents appreciate Carlton’s great Community Engagement opportunities.

Social events and activities, opportunities to volunteer and opportunities to participate in community matters received ratings higher than the national benchmark, as did the City’s public information services. While higher proportions of residents in Carlton reported having attended or watched a local public meeting when compared to other communities across the country, fewer had volunteered, participated in a club, or voted in local elections. Both the sense of community and the openness and acceptance of people of diverse backgrounds were rated similar to the national benchmark. Compared to other communities in the U.S., Carlton residents were less likely to have talked or visited with neighbors or done a favor for a neighbor; this may account for the neighborliness of Carlton as being rated lower in Carlton than in other communities.

Custom Questions for survey – can choose up to 3 questions with multiple choice responses.

Custom Question Option #1

What do you believe the City's priorities should be? Rank in order of importance with highest importance being 1 and lowest importance being 5.

- Public Safety (Police and Fire Services)
- Traffic improvements
- Economic Development – Business retention or attraction
- Recreational amenities
- Create a downtown waterfront district and define city identity

Custom Question Option #2

Prioritize the following in the order you would be most willing to fund with additional taxes. Rank in order of importance with 1 being of highest priority to fund with additional taxes and 5 being of lowest priority to fund with additional taxes. If you would not be willing to fund any items, please leave blank.

- Fire Station Construction – Goal of stand-alone fire facility for current/future needs
- Police/Jail Facility Construction – Goal of stand-alone police facility to meet current/future needs
- Combined Police/Fire Station – Goal of building combined public safety facility (instead of separate police and fire stations to address current/future needs)
- Waterfront Public Access Improvements – Goal of community recreation and tourism
- Civic Center Office and Community Center – Goal of improved community facilities and centralized city services

Custom Question Option #3

How likely are you to use each of the following sources to find information about the City, its services, programs and events?

- City website
- Mailed newsletter or flyer
- Email communications
- City cable channel
- Social media

Index #10

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: March 14, 2016

AGENDA ITEM: Renewal of Jail Services Contract with the City of Arlington	AGENDA SECTION:	
PREPARED BY: Rick Smith, Police Chief	AGENDA NUMBER:	
ATTACHMENTS: Tenth Amendment to Interlocal Agreement for Jail Services Ninth Amendment to Interlocal Agreement for Jail Services	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

Marysville Police Department requests the Marysville City Council approve the Tenth Amendment of Interlocal Agreement for Jail Services with the City of Arlington.

On November 23, 2015, Council passed the Ninth Amendment to the jail agreement. The City of Arlington requested some revisions be made to the agreement. Some of those revisions were included in the Tenth Amendment.

City Attorney, Jon Walker, reviewed the language contained in the contract and previously approved it as to form.

RECOMMENDED ACTION:
 Staff recommends that Council authorize the Mayor to sign the Tenth Amendment of Interlocal Agreements for Jail Services with the City of Arlington.

AFTER RECORDING RETURN TO:

City of Marysville
 1049 State Street
 Marysville, WA 98270

**Tenth Amendment of Interlocal Agreements for
 Jail Services - Arlington
 Section 5 Duration: Renewal 2014-2017 and
 Amendment of Schedule "A":
 2016 Booking Fee \$79.00
 2017 Booking Fee \$115.00,
 Transport Fee \$62.50 per trip each way,
 Daily Maintenance Fee \$88.50,
 Effective January 1, 2016**

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICES ("Amendment") is made and entered into by and between the CITY OF MARYSVILLE ("Marysville"), and the CITY OF ARLINGTON ("Arlington").

WHEREAS, on August 1, 2002, Marysville and Arlington entered into an Interlocal Agreement for Jail Services hereafter referred to as the "Agreement" recorded on 11/6/02 with Snohomish County; and

WHEREAS, on December 15, 2005, Marysville and Arlington entered into the Fourth Amendment to Interlocal Agreement for Jail Services recorded on 02/09/2006 with Snohomish County, renewing the duration from January 1, 2006 through December 31, 2009; and

WHEREAS, on October 12, 2009, Marysville and Arlington entered into the Sixth Amendment to Interlocal Agreement for Jail Services renewing the duration from January 1, 2010 through December 31, 2013; and

WHEREAS, on September 7, 2011, Marysville and Arlington entered into the Seventh Amendment relating to 90 day facility;

WHEREAS, on December 9, 2013, Marysville and Arlington entered into the Eighth Amendment renewing the Agreement for an additional four year term from January 1, 2014 through December 31, 2017, and amending Schedule A; and

WHEREAS, on November 23, 2015, Marysville and Arlington entered into the Ninth Amendment, amending Schedule A;

WHEREAS Marysville and Arlington have agreed to Amend Schedule "A" as follows, Booking Fee from \$42.32 to \$79.00 in 2016 and to \$115.00 in 2017, Transportation Fee from \$42.32 to \$ 62.50 per trip, Daily Maintenance Fee from \$63.23 to \$88.50, number of beds from 8 beds per day to beds on a space available basis – Effective January 1, 2016 necessitating the amendment of the Agreement; and,

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, Marysville and Arlington mutually agree as follows:

1. **Schedule A**, is as adopted and attached to this agreement as Schedule A and Amended as follows, Booking Fee from \$42.32 to \$79.00 for 2016 and increasing to \$115.00 on January 1, 2017, Transportation Fee from \$42.32 to \$62.50 per trip, Daily Maintenance Fee from \$63.23 to \$88.50, number of beds from 8 beds per day to beds on a space available basis – Effective January 1, 2016.

2. Except as provided herein, all other terms and conditions of the Interlocal Agreement for Jail Services dated August 1, 2002 and all Amendments thereto shall remain in full force and effect unchanged. This Tenth Amendment to Interlocal Agreement for Jail Services shall be effective January 1, 2016.

3. **APPROVALS AND FILING.** Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source pursuant to RCW 39.34.040.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 16th day of February, 2016.

CITY OF ARLINGTON

CITY OF MARYSVILLE

By Barbara Tolbert
Barbara Tolbert, Mayor


By _____
Jon Nehring, Mayor

DATE: 2-16-16

DATE: _____

APPROVED as to form:

APPROVED as to form:

By 
Steven J. Peiffle, City Attorney

By _____
Jon Walker, City Attorney

DATE: 2-22-16

DATE: _____

Attest: 
Kristin Banfield, City Clerk

Attest: _____
April O'Brien, Deputy City Clerk

SCHEDULE A
Effective January 1, 2016

Booking fee until December 31, 2016 \$79.00

Booking fee beginning January 1, 2017 \$115.00 **

Should Marysville decide to collect booking fees pursuant to RCW 70.48.390 from the funds possessed by the prisoner or defendant directly at the time of booking, the booking fee to be paid by the City of Arlington for such prisoner or defendant shall be adjusted by a credit in favor of the City of Arlington of that sum actually paid by the prisoner or defendant.

Inmate transfer administrative fee \$20.00

In cases where Arlington prisoners are relocated to another jail facility other than the Snohomish County jail, Arlington agrees to pay Marysville an Inmate Transfer Administrative Fee of \$20.00 per prisoner.

Marysville Transportation Fee \$62.50 per trip

Arlington agrees to pay Marysville a Transportation Fee of \$62.50 per prisoner for transportation to another facility or for transportation from another facility to the Marysville Municipal Court. For example: Transporting a prisoner from the Marysville Jail to the SCORE facility would be one trip. Transporting a prisoner from SCORE to the Marysville Municipal Court would be one trip. Transporting a prisoner from the Marysville Municipal Court back to SCORE would be one trip. The same examples would apply to transports to and from the Snohomish County Jail.

Daily Maintenance Fee \$88.50 **

Bed space as needed on a space available basis.

Snohomish County Jail Billings

Arlington gives Marysville the authority to receive and pay all Snohomish County Jail bills for the Arlington Prisoners including those cases that are associated with the County District Court and not Marysville Municipal Court and to coordinate and move Arlington Prisoners to and from Snohomish County Jail. Arlington will reimburse Marysville for said jail bills.

Other Jail Billings

Marysville will be reimbursed by Arlington for all costs including Jail booking and Jail Bed and Daily Maintenance Fees and any other fee charged to Marysville by all other jail facilities for Arlington Prisoners.

**Yearly COLA Increase on Booking Fees and Daily Maintenance Fees

Booking and Daily Maintenance Fees will be increased at a rate of 100% of the Seattle CPI-W June Index for the year prior with a minimum of 0% to a maximum of 2.25%. The rate increase will occur on January 1 of each year unless otherwise negotiated and agreed by the parties. (For

example the June 2016 Seattle CPI-W index will set the amount of the January 1, 2017 increase to Booking and Daily Maintenance Fees.)

AFTER RECORDING RETURN TO:

City of Marysville
 1049 State Street
 Marysville, WA 98270

**Ninth Amendment of Interlocal Agreements for
 Jail Services - Arlington
 Section 5 Duration: Renewal 2014-2017 and
 Amendment of Schedule "A":
 Booking Fee \$115.00,
 Transport Fee \$62.50 per trip each way,
 Daily Maintenance Fee \$88.50,
 Effective January 1, 2016**

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICES ("Amendment") is made and entered into by and between the CITY OF MARYSVILLE ("Marysville"), and the CITY OF ARLINGTON ("Arlington").

WHEREAS, on August 1, 2002, Marysville and Arlington entered into an Interlocal Agreement for Jail Services hereafter referred to as the "Agreement" recorded on 11/6/02 with Snohomish County; and

WHEREAS, on December 15, 2005, Marysville and Arlington entered into the Fourth Amendment to Interlocal Agreement for Jail Services recorded on 02/09/2006 with Snohomish County, renewing the duration from January 1, 2006 through December 31, 2009; and

WHEREAS, on October 12, 2009, Marysville and Arlington entered into the Sixth Amendment to Interlocal Agreement for Jail Services renewing the duration from January 1, 2010 through December 31, 2013; and

WHEREAS, on September 7, 2011, Marysville and Arlington entered into the Seventh Amendment relating to 90 day facility;

WHEREAS, on December 9, 2013, Marysville and Arlington entered into the Eighth Amendment renewing the Agreement for an additional four year term from January 1, 2014 through December 31, 2017, and amending Schedule A; and

WHEREAS Marysville and Arlington have agreed to Amend Schedule "A" as follows, Booking Fee from \$42.32 to \$115.00, Transportation Fee from \$42.32 to \$ 62.50 per trip, Daily Maintenance Fee from \$63.23 to \$88.50, number of beds from 8 beds per day to beds on a space available basis – Effective January 1, 2016 necessitating the amendment of the Agreement; and,

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, Marysville and Arlington mutually agree as follows:

1. **Schedule A**, is as adopted and attached to this agreement as Schedule A and Amended as follows, Booking Fee from \$42.32 to \$115.00, Transportation Fee from \$42.32 to \$62.50 per trip, Daily Maintenance Fee from \$63.23 to \$88.50, number of beds from 8 beds per day to beds on a space available basis – Effective January 1, 2016.

2. Except as provided herein, all other terms and conditions of the Interlocal Agreement for Jail Services dated August 1, 2002 and all Amendments thereto shall remain in full force and effect unchanged. This Ninth Amendment to Interlocal Agreement for Jail Services shall be effective January 1, 2016.

3. **APPROVALS AND FILING.** Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source pursuant to RCW 39.34.040.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____, 2015.

CITY OF ARLINGTON

CITY OF MARYSVILLE

By _____
Barbara Tolbert, Mayor

By _____
Jon Nehring, Mayor

DATE: _____

DATE: _____

APPROVED as to form:

APPROVED as to form:

By _____
Steven J. Peiffle, City Attorney

By _____
Jon Walker, City Attorney

DATE: _____

DATE: _____

Attest: _____
_____, City Clerk

Attest: _____
April O'Brien, Deputy City Clerk

SCHEDULE A
Effective January 1, 2016

Booking fee \$115.00 **

Should Marysville decide to collect booking fees pursuant to RCW 70.48.390 from the funds possessed by the prisoner or defendant directly at the time of booking, the booking fee to be paid by the City of Arlington for such prisoner or defendant shall be adjusted by a credit in favor of the City of Arlington of that sum actually paid by the prisoner or defendant.

Inmate transfer administrative fee \$20.00

In cases where Arlington prisoners are relocated to another jail facility other than the Snohomish County jail, Arlington agrees to pay Marysville an Inmate Transfer Administrative Fee of \$20.00 per prisoner.

Marysville Transportation Fee \$62.50 per trip

Arlington agrees to pay Marysville a Transportation Fee of \$62.50 per prisoner for transportation to another facility or for transportation from another facility to the Marysville Municipal Court. For example: Transporting a prisoner from the Marysville Jail to the SCORE facility would be one trip. Transporting a prisoner from SCORE to the Marysville Municipal Court would be one trip. Transporting a prisoner from the Marysville Municipal Court back to SCORE would be one trip. The same examples would apply to transports to and from the Snohomish County Jail.

Daily Maintenance Fee \$88.50 **

Bed space as needed on a space available basis.

Snohomish County Jail Billings

Arlington gives Marysville the authority to receive and pay all Snohomish County Jail bills for the Arlington Prisoners including those cases that are associated with the County District Court and not Marysville Municipal Court and to coordinate and move Arlington Prisoners to and from Snohomish County Jail. Arlington will reimburse Marysville for said jail bills.

Other Jail Billings

Marysville will be reimbursed by Arlington for all costs including Jail booking and Jail Bed and Daily Maintenance Fees and any other fee charged to Marysville by all other jail facilities for Arlington Prisoners.

**Yearly COLA Increase on Booking Fees and Daily Maintenance Fees

Booking and Daily Maintenance Fees will be increased at a rate of 100% of the Seattle CPI-W June Index for the year prior with a minimum of 0% to a maximum of 2.25%. The rate increase will occur on January 1 of each year unless otherwise negotiated and agreed by the parties. (For example the June 2016 Seattle CPI-W index will set the amount of the January 1, 2017 increase to Booking and Daily Maintenance Fees.)

Index #11

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: March 14, 2016

AGENDA ITEM: Renewal of Jail Services Contract with the City of Lake Stevens	AGENDA SECTION:	
PREPARED BY: Rick Smith, Police Chief	AGENDA NUMBER:	
ATTACHMENTS: Twelfth Amendment to Interlocal Agreement for Jail Services Eleventh Amendment to Interlocal Agreement for Jail Services	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

Marysville Police Department requests the Marysville City Council approve the Twelfth Amendment of Interlocal Agreement for Jail Services with the City of Lake Stevens.

On November 23, 2015, Council passed the Eleventh Amendment to the jail agreement. The City of Lake Stevens requested some revisions be made to the agreement. Some of those revisions were included in the twelfth Amendment.

City Attorney, Jon Walker, reviewed the language contained in the contract and previously approved it as to form.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign the Twelfth Amendment of Interlocal Agreements for Jail Services with the City of Lake Stevens.

AFTER RECORDING RETURN TO:

City of Marysville
 1049 State Avenue
 Marysville, WA 98270

**Twelfth Amendment
 Interlocal Agreement for Jail Services
 Lake Stevens
 Amendment of Schedule "A":
 2016 Booking Fee \$79.00;
 2017 Booking Fee \$115.00;
 Transport Fee \$62.50 each way,
 Daily Maintenance Fee \$88.50,
 Effective January 1, 2016.**

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICES ("Agreement") is made and entered into by and between the CITY OF MARYSVILLE ("Marysville"), and the CITY OF LAKE STEVENS ("Lake Stevens").

WHEREAS, on September 27, 1999, Marysville and Lake Stevens entered into an Interlocal Agreement for Jail Services (hereinafter known as "Agreement"); and,

WHEREAS, on December 10, 2001, Marysville and Lake Stevens entered into a First Amendment to the Agreement for the purpose of extending the term of the same and for the adoption of a revised Schedule A Booking Fee and Daily Maintenance Fee; and

WHEREAS, on April 28, 2003, Marysville and Lake Stevens entered into a Second Amendment to the agreement for Jail Services; and

WHEREAS, on December 11, 2003, Marysville and Lake Stevens entered into a Third Amendment to the agreement for Jail Services; and

WHEREAS, on May 1, 2004, Marysville and Lake Stevens entered into a Amendment of Schedule "A" of Interlocal Agreement for Jail Services – Booking Fee – Change from \$32.30 to \$32.00 effective May 1, 2004; and

WHEREAS, On September 30, 2005, the parties entered into the Fourth Amendment of Schedule "A" of Interlocal Agreement for Jail Services Authority of Marysville to receive, pay and be reimbursed for Snohomish County Jail Billings and to coordinate and move Lake Stevens Prisoners from and in Snohomish County Jail Effective September 1, 2005; and

WHEREAS, On November 13, 2006, the parties entered into the Fifth Amendment of Schedule "A" of Interlocal Agreement for Jail Services Changes per Bed per Day (Daily Maintenance) fee from \$50 to \$52 and Snohomish County Jail Billings fee from \$56 to \$58.45 Effective January 1, 2007; and

WHEREAS, On March 29, 2009, the parties entered into the Sixth Amendment and Renewal to Interlocal Agreement For jail services 2009 to 2012 and Amendment of Schedule "A" Other Jail Billing Fees Effective January 1, 2009; and

WHEREAS, On October 12, 2009, the parties entered into the Seventh Amendment and Amendment of Schedule A;

WHEREAS, On September 12, 2011, the parties entered into the Eighth Amendment relating to 90 day facility;

WHEREAS, On December 10, 2012, the parties entered into the Ninth Amendment Renewal from 2013 through 2016;

WHEREAS, on December 9, 2013, the parties entered into the Tenth Amendment and Amendment of Schedule A;

WHEREAS, on November 23, 2015, the parties entered into the Eleventh Amendment and Amendment of Schedule A;

WHEREAS Marysville and Lake Stevens have agreed to Amend Schedule "A" as follows. Booking Fee from \$42.32 to \$79.00 in 2016 and to \$115.00 in 2017, Transportation Fee from \$42.32 to \$ 62.50 per trip, Daily Maintenance Fee from \$63.23 to \$88.50, number of beds from 5 beds per day to beds on a space available basis – Effective January 1, 2016 necessitating the amendment of the Agreement; and,

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, Marysville and Lake Stevens mutually agree as follows:

1. **Schedule A**, is as adopted and attached to this agreement as Schedule A and Amended as follows, Booking Fee from \$42.32 to \$79.00 for 2016 and increasing to \$115.00 on January 1, 2017, Transportation Fee from \$42.32 to \$62.50 per trip, Daily Maintenance Fee from \$63.23 to \$88.50, number of beds from 5 beds per day to beds on a space available basis – Effective January 1, 2016.

2. Except as provided herein, all other terms and conditions of the Interlocal Agreement for Jail Services dated September 27, 1999 and all of the written amendments set forth above shall remain in full force and effect unchanged.

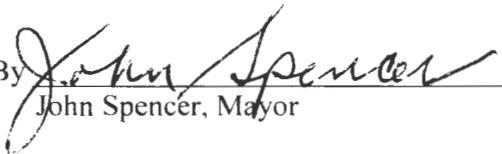
3. **APPROVALS AND FILING.** Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of said party. The

attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source pursuant to RCW 39.34.040.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____, 2016.

CITY OF LAKE STEVENS

CITY OF MARYSVILLE

By 
John Spencer, Mayor

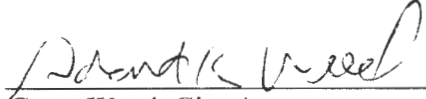
By _____
Jon Nehring, Mayor

DATE: 2-2-2016

DATE: _____

APPROVED as to form:

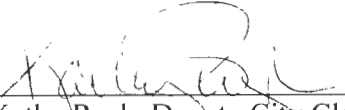
APPROVED as to form:

By 
Grant Weed, City Attorney

By _____
Jon Walker, City Attorney

DATE: 2-1-16

DATE: _____

Attest: 
Kathy Pugh, Deputy City Clerk

Attest: _____
April O'Brien, Deputy City Clerk

SCHEDULE A
Effective January 1, 2016

<u>Booking fee until December 31, 2016</u>	<u>\$79.00</u>
<u>Booking fee beginning January 1, 2017</u>	<u>\$115.00 **</u>

Should Marysville decide to collect booking fees pursuant to RCW 70.48.390 from the funds possessed by the prisoner or defendant directly at the time of booking, the booking fee to be paid by the City of Lake Stevens for such prisoner or defendant shall be adjusted by a credit in favor of the City Lake Stevens of that sum actually paid by the prisoner or defendant.

<u>Inmate transfer administrative fee</u>	<u>\$20.00</u>
---	----------------

In cases where Lake Stevens prisoners are relocated to another jail facility other than the Snohomish County jail, Lake Stevens agrees to pay Marysville an Inmate Transfer Administrative Fee of \$20.00 per prisoner.

<u>Marysville Transportation Fee</u>	<u>\$62.50 per trip</u>
--------------------------------------	-------------------------

Lake Stevens agrees to pay Marysville a Transportation Fee of \$62.50 per prisoner for transportation to another facility or for transportation from another facility to the Marysville Municipal Court. For example: Transporting a prisoner from the Marysville Jail to the SCORE facility would be one trip. Transporting a prisoner from SCORE to the Marysville Municipal Court would be one trip. Transporting a prisoner from the Marysville Municipal Court back to SCORE would be one trip. The same examples would apply to transports to and from the Snohomish County Jail.

<u>Daily maintenance fee</u>	<u>\$88.50 **</u>
------------------------------	-------------------

Bed space as needed on a space available basis.

Snohomish County Jail

Lake Stevens gives Marysville the authority to receive and pay all Snohomish County Jail bills for the Lake Stevens Prisoners including those cases that are associated with the County District Court and not Marysville Municipal Court and to coordinate and move Lake Stevens Prisoners to and from Snohomish County Jail.

Other Jail Billings

Marysville will be reimbursed by Lake Stevens for all costs including Jail booking and Jail Bed and Daily Maintenance Fees and any other fee charged to Marysville by all other jail facilities for Lake Stevens Prisoners.

**Yearly COLA Increase on Booking Fees and Daily Maintenance Fees

Booking and Daily Maintenance Fees will be increased at a rate of 100% of the Seattle CPI-W June Index for the year prior with a minimum of 0% to a maximum of 2.25%. The rate increase will occur on January 1 of each year unless otherwise negotiated and agreed by the parties. (For example the June 2016 Seattle CPI-W index will set the amount of the January 1, 2017 increase to Booking and Daily Maintenance Fees.)

AFTER RECORDING RETURN TO:

City of Marysville
 1049 State Avenue
 Marysville, WA 98270

**Eleventh Amendment
 Interlocal Agreement for Jail Services
 Lake Stevens
 Amendment of Schedule "A":
 Booking Fee \$115.00;
 Transport Fee \$62.50 each way,
 Daily Maintenance Fee \$88.50,
 Effective January 1, 2016.**

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICES ("Agreement") is made and entered into by and between the CITY OF MARYSVILLE ("Marysville"), and the CITY OF LAKE STEVENS ("Lake Stevens").

WHEREAS, on September 27, 1999, Marysville and Lake Stevens entered into an Interlocal Agreement for Jail Services (hereinafter known as "Agreement"); and,

WHEREAS, on December 10, 2001, Marysville and Lake Stevens entered into a First Amendment to the Agreement for the purpose of extending the term of the same and for the adoption of a revised Schedule A Booking Fee and Daily Maintenance Fee; and

WHEREAS, on April 28, 2003, Marysville and Lake Stevens entered into a Second Amendment to the agreement for Jail Services; and

WHEREAS, on December 11, 2003, Marysville and Lake Stevens entered into a Third Amendment to the agreement for Jail Services; and

WHEREAS, on May 1, 2004, Marysville and Lake Stevens entered into a Amendment of Schedule "A" of Interlocal Agreement for Jail Services – Booking Fee – Change from \$32.30 to \$32.00 effective May 1, 2004; and

WHEREAS, On September 30, 2005, the parties entered into the Fourth Amendment of Schedule "A" of Interlocal Agreement for Jail Services Authority of Marysville to receive, pay and be reimbursed for Snohomish County Jail Billings and to coordinate and move Lake Stevens Prisoners from and in Snohomish County Jail Effective September 1, 2005; and

WHEREAS, On November 13, 2006, the parties entered into the Fifth Amendment of Schedule "A" of Interlocal Agreement for Jail Services Changes per Bed per Day (Daily Maintenance) fee from \$50 to \$52 and Snohomish County Jail Billings fee from \$56 to \$58.45 Effective January 1, 2007; and

WHEREAS, On March 29, 2009, the parties entered into the Sixth Amendment and Renewal to Interlocal Agreement For jail services 2009 to 2012 and Amendment of Schedule "A" Other Jail Billing Fees Effective January 1, 2009; and

WHEREAS, On October 12, 2009, the parties entered into the Seventh Amendment and Amendment of Schedule A;

WHEREAS, On September 12, 2011, the parties entered into the Eighth Amendment relating to 90 day facility;

WHEREAS, On December 10, 2012, the parties entered into the Ninth Amendment Renewal from 2013 through 2016;

WHEREAS, on December 9, 2013, the parties entered into the Tenth Amendment and Amendment of Schedule A;

WHEREAS Marysville and Lake Stevens have agreed to Amend Schedule "A" as follows, Booking Fee from \$42.32 to \$115.00, Transportation Fee from \$42.32 to \$ 62.50 per trip, Daily Maintenance Fee from \$63.23 to \$88.50, number of beds from 5 beds per day to beds on a space available basis – Effective January 1, 2016 necessitating the amendment of the Agreement; and,

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, Marysville and Lake Stevens mutually agree as follows:

1. **Schedule A**, is as adopted and attached to this agreement as Schedule A and Amended as follows, Booking Fee from \$42.32 to \$115.00, Transportation Fee from \$42.32 to \$62.50 per trip, Daily Maintenance Fee from \$63.23 to \$88.50, number of beds from 5 beds per day to beds on a space available basis – Effective January 1, 2016.
2. Except as provided herein, all other terms and conditions of the Interlocal Agreement for Jail Services dated September 27, 1999 and all of the written amendments set forth above shall remain in full force and effect unchanged.
3. **APPROVALS AND FILING.** Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish

County Auditor's office or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source pursuant to RCW 39.34.040.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____, 2015.

CITY OF LAKE STEVENS

CITY OF MARYSVILLE

By _____
Vern Little, Mayor

By _____
Jon Nehring, Mayor

DATE: _____

DATE: _____

APPROVED as to form:

APPROVED as to form:

By _____
Grant Weed, City Attorney

By _____
Jon Walker, City Attorney

DATE: _____

DATE: _____

Attest: _____
_____, City Clerk

Attest: _____
April O'Brien, Deputy City Clerk

SCHEDULE A

Effective January 1, 2016

Booking fee \$115.00 **

Should Marysville decide to collect booking fees pursuant to RCW 70.48.390 from the funds possessed by the prisoner or defendant directly at the time of booking, the booking fee to be paid by the City of Lake Stevens for such prisoner or defendant shall be adjusted by a credit in favor of the City Lake Stevens of that sum actually paid by the prisoner or defendant.

Inmate transfer administrative fee \$20.00

In cases where Lake Stevens prisoners are relocated to another jail facility other than the Snohomish County jail, Lake Stevens agrees to pay Marysville an Inmate Transfer Administrative Fee of \$20.00 per prisoner.

Marysville Transportation Fee \$62.50 per trip

Lake Stevens agrees to pay Marysville a Transportation Fee of \$62.50 per prisoner for transportation to another facility or for transportation from another facility to the Marysville Municipal Court. For example: Transporting a prisoner from the Marysville Jail to the SCORE facility would be one trip. Transporting a prisoner from SCORE to the Marysville Municipal Court would be one trip. Transporting a prisoner from the Marysville Municipal Court back to SCORE would be one trip. The same examples would apply to transports to and from the Snohomish County Jail.

Daily maintenance fee \$88.50 **

Bed space as needed on a space available basis.

Snohomish County Jail

Lake Stevens gives Marysville the authority to receive and pay all Snohomish County Jail bills for the Lake Stevens Prisoners including those cases that are associated with the County District Court and not Marysville Municipal Court and to coordinate and move Lake Stevens Prisoners to and from Snohomish County Jail.

Other Jail Billings

Marysville will be reimbursed by Lake Stevens for all costs including Jail booking and Jail Bed and Daily Maintenance Fees and any other fee charged to Marysville by all other jail facilities for Lake Stevens Prisoners.

**Yearly COLA Increase on Booking Fees and Daily Maintenance Fees

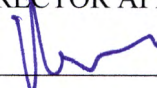
Booking and Daily Maintenance Fees will be increased at a rate of 100% of the Seattle CPI-W June Index for the year prior with a minimum of 0% to a maximum of 2.25%. The rate increase will occur on January 1 of each year unless otherwise negotiated and agreed by the parties. (For

example the June 2016 Seattle CPI-W index will set the amount of the January 1, 2017 increase to Booking and Daily Maintenance Fees.)

Index #12

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 3/14/2016

AGENDA ITEM: Supplemental Professional Services Agreement with Blue Marble Environmental LLC	
PREPARED BY: Paul Kinney, Streets/Solid Waste Manager DEPARTMENT: Public Works	DIRECTOR APPROVAL: 
ATTACHMENTS: 1. 2 Original Copies of Professional Services Agreement Supplement No. 1.	
BUDGET CODE: 41046290.541000	AMOUNT: \$56,669.00

SUMMARY:

This Professional Services Agreement Supplement No. 1 with Blue Marble Environmental LLC will provide for additional scope of work to support full implementation of the City's 2015-2017 Waste Reduction and Recycling Outreach Assistance and Education (WR&R) Program.

The original proposed WR&R scope of work was based on anticipated Coordinated Prevention Grant (CPG) funding to be received from Department of Ecology. In the midst of the planning and budgeting process for the 2015-2017 CPG grant cycle the State encountered budgetary problems, creating a delay in award of grant funding and ultimately a reduction in the total amount of grant funding offered to the City of Marysville.

The City of Marysville remained committed to the original WR&R program scope of work and budgeted additional Solid Waste Division operating funds to offset the reduced grant funding. A Professional Services Agreement (PSA) with a reduced scope of work and amount of payment was entered into with Blue Marble Environmental to begin 2015-2017 WR&R program activities while State budgetary and grant funding issues were resolved. Now that CPG funding is confirmed the full scope of the WR&R program can be accomplished by supplementing the PSA.

Additional planned WR&R program activities are:

- Provide on-site recycling assistance and education to multi-family property managers and residents
- Develop, coordinate and expand public recycling programs including city and privately sponsored recycling containers on city sidewalks and in city parks
- Coordinate, design and expand city internal recycling programs

RECOMMENDED ACTION: Staff recommends that Council Authorize the Mayor to sign and execute Professional Services Agreement Supplement No. 1 between the City of Marysville and Blue Marble Environmental LLC in the amount of \$56,669.00.

**SUPPLEMENTAL AGREEMENT NO. 1
TO
PROFESSIONAL SERVICES AGREEMENT
FOR
CITY OF MARYSVILLE AND
BLUE MARBLE ENVIRONMENTAL LLC**

THIS SUPPLEMENTAL AGREEMENT NO. 1 ("Supplemental Agreement") is made and entered into on this 14 day of March, 2016, by and between the City of Marysville, a Washington State municipal corporation ("City") and Blue Marble Environmental, a Washington State limited liability corporation ("Consultant").

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into an agreement for Waste Reduction and Recycling Outreach Assistance and Education (the "Original Agreement") said Original Agreement being dated July 13, 2015; and

WHEREAS, both parties desire to supplement the Original Agreement, by expanding the Scope of Services to provide for a Waste Reduction and Recycling Education and Outreach Program and to provide compensation therefore;

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

Each and every provision of the Original Agreement for Professional Services dated July 13, 2015, shall remain in full force and effect, except as modified in the following sections:

1. Exhibit A, as referenced and incorporated in Article II of the Original Agreement, "SCOPE OF SERVICES", shall be replaced by Exhibit A-1, attached hereto and by this reference made part of this Supplemental Agreement No. 1 and a part of the Original Agreement.

2. Article IV of the Original Agreement, "OBLIGATIONS OF THE CITY", Paragraph IV.1 Payments, Section (a), the second sentence is amended to include the additional Consultant fee of \$56,669 and shall read as follows: "...shall the compensation paid to Consultant under this Agreement exceed \$108,522."

The Total Amount payable to the Consultant is summarized as follows:


Original Agreement	\$51,853
Supplemental Agreement No.1	\$56,669
Grand Total	\$108,522

DATED this _____ day of _____, 20____.

CITY OF MARYSVILLE

BLUE MARBLE ENVIRONMENTAL LLC

By _____
Jon Nehring, Mayor

By  _____
Jack Harris, President

ATTEST/AUTHENTICATED:

April O'Brien, City Clerk

Approved as to form:

Jon Walker, City Attorney

EXHIBIT A-1

SCOPE OF SERVICES

Waste Reduction & Recycling Outreach Assistance and Education Program

This scope of services identifies work to be performed by Blue Marble Environmental LLC for the City of Marysville in 2015, 2016 and 2017. Blue Marble Environmental LLC will assist the City of Marysville in conducting waste reduction & recycling education and outreach assistance activities with businesses, multifamily properties, schools, and developing city and public recycling programs. Program activities will include:

- ❑ Continue development and support of City of Marysville business recycling pilot program. Collaborate with the City, Waste Management Northwest, and the Marysville business community to support and expand waste reduction and recycling programs for city businesses.
- ❑ Evaluate, coordinate, and expand school waste reduction and recycling programs. Work with the Marysville School District and the City of Marysville to enhance school waste reduction and recycling programs.
- ❑ Provide recycling and waste reduction support to multifamily properties in the City. Work with multifamily property owners and managers to increase recycling and support resident education and participation in recycling programs.
- ❑ Develop, coordinate and maintain recycling programs internal to the city to support city employees in collecting, sorting and recycling office and workplace recyclables; expand the city's public sidewalk and parks recycling containers program to provide city residents with additional recycling opportunities.
- ❑ Provide program management, coordination and reporting assistance to the City of Marysville with its' Department of Ecology Coordinated Prevention Grant which provides financial support to the city's recycling and waste reduction programs.

Payment


Billable hourly rate for Blue Marble Environmental LLC is \$95.

Mileage to be paid at current standard rate established by the Internal Revenue Service (IRS).

Index #13

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 3/14/2016

AGENDA ITEM: Coordinated Prevention Grant Agreement with Department of Ecology	
PREPARED BY: Paul Kinney, Streets/Solid Waste Manager DEPARTMENT: Public Works	DIRECTOR APPROVAL: 
ATTACHMENTS: 1. 2 Original Copies of the Coordinated Prevention Grant Agreement.	
BUDGET CODE: 41015334.340319	AMOUNT: \$88,892.00

SUMMARY:

Staff is requesting authorization to accept a Coordinated Prevention Grant from the State of Washington Department of Ecology. The grant will be used to support Waste Reduction and Recycling Outreach Assistance and Education Program (WR&R Program) activities from July 2015 through June 2017.

The Coordinated Prevention Grant is a matching grant program that will pay up to 75% of a maximum eligible cost of \$88,892. The grant will reimburse the city for \$66,669 of program expenses and the city will pay the remaining \$22,223. City grant match funds and additional funds for the two year WR&R program will be paid from the Solid Waste Division operating budget.

Grant and city funds will be used to hire a waste reduction and recycling services consulting firm and for the purchase of public recycling containers in parks and on public sidewalks. City waste reduction and recycling program activities will include:

- Continuation, development, and expansion of business recycling pilot program
- Provide on-site recycling assistance to multi-family property managers and owners
- Evaluate, coordinate, and expand school recycling programs
- Develop and coordinate public recycling programs including city and privately sponsored recycling containers on city sidewalks and in city parks.
- Coordinate, design and expand city internal recycling programs

<p>RECOMMENDED ACTION: Staff recommends that Council Authorize the Mayor to sign and execute Coordinated Prevention Grant Agreement No. W2RCPG-1517-MaryPW-00117 between the State of Washington Department of Ecology and City of Marysville.</p>



Agreement No. W2RCPG-1517-MaryPW-00117

WASTE 2 RESOURCES COORDINATED PREVENTION GRANT PROGRAM AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF MARYSVILLE

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and City of Marysville, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	2015-17 CPG Marysville IMP
Total Cost:	\$88,892.00
Total Eligible Cost:	\$88,892.00
Ecology Share:	\$66,669.00
Recipient Share:	\$22,223.00
The Effective Date of this Agreement is:	07/10/2015
The Expiration Date of this Agreement is no later than:	06/30/2017
Project Type:	Implementation

Project Short Description:

The RECIPIENT (the City of Marysville) plans to use the \$88,892.00 grant, under contract with a consultant, to provide recycling and waste reduction (WR&R) technical assistance to 25 Marysville businesses, 15 multi-family properties, 10 to 16 schools and three (3) to five (5) City offices during the grant period; and to purchase up to 10 public recycling containers for placement in City parks and on public sidewalks. Diversion of 120 tons of recyclables is expected, as well as distribution of outreach materials that encourage active participation in WR&R programs to 100 businesses and 35 multi-family properties.

Project Long Description:

N/A

Overall Goal:

Provide regional solutions and intergovernmental cooperation; prevent or minimize environmental contamination through planning and project implementation; and comply with state and local solid and hazardous waste management plans and laws.

State of Washington Department of Ecology
 Agreement No: W2RCPG-1517-MaryPW-00117
 Project Title: 2015-17 CPG Marysville IMP
 Recipient Name: City of Marysville

RECIPIENT INFORMATION

Organization Name: City of Marysville

Federal Tax ID: 91-6001459

DUNS Number: 076658673

Mailing Address: 80 Columbia Ave.
 Marysville, WA 98270

Physical Address: 80 Columbia Ave.
 Marysville, Washington 98270

Contacts

<p>Project Manager</p>	<p>Jack Harris</p> <p>5419 Greenwood Ave North Seattle, Washington 98103 Email: jharris@seanet.com Phone: (206) 755-5225</p>
<p>Billing Contact</p>	<p>Paul Kinney Street / Solid Waste Manager</p> <p>80 Columbia Ave Marysville, Washington 98270 Email: pkinney@marysvillewa.gov Phone: (360) 363-8160</p>
<p>Authorized Signatory</p>	<p>Paul William Kinney Street / Solid Waste Manager</p> <p>80 Columbia Ave Marysville, Washington 98270 Email: pkinney@marysvillewa.gov Phone: (360) 363-8160</p>

State of Washington Department of Ecology
Agreement No: W2RCPG-1517-MaryPW-00117
Project Title: 2015-17 CPG Marysville IMP
Recipient Name: City of Marysville

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Waste 2 Resources
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Waste 2 Resources
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Vicki Colgan 3190 160th Ave SE Bellevue, Washington 98008-5452 Email: vcol461@ecy.wa.gov Phone: (425) 649-7224
Financial Manager	Vicki Colgan 3190 160th Ave SE Bellevue, Washington 98008-5452 Email: vcol461@ecy.wa.gov Phone: (425) 649-7224

State of Washington Department of Ecology
Agreement No: W2RCPG-1517-MaryPW-00117
Project Title: 2015-17 CPG Marysville IMP
Recipient Name: City of Marysville

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology’s authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

IN WITNESS WHEREOF: the parties hereto, having read this Agreement in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

City of Marysville

By: _____

By: _____

Laurie Davies
Waste 2 Resources
Program Manager
Date

Paul William Kinney
Street / Solid Waste Manager
Date

Template Approved to Form by
Attorney General's Office

State of Washington Department of Ecology
Agreement No: W2RCPG-1517-MaryPW-00117
Project Title: 2015-17 CPG Marysville IMP
Recipient Name: City of Marysville

Jon Nehring

Mayor

Date

State of Washington Department of Ecology
Agreement No: W2RCPG-1517-MaryPW-00117
Project Title: 2015-17 CPG Marysville IMP
Recipient Name: City of Marysville

SCOPE OF WORK

Task Number: 1 **Task Cost: \$88,892.00**

Task Title: Waste Reduction and Recycling

Task Description:

The RECIPIENT, under contract with a consultant, will provide waste reduction and recycling (WR&R) technical assistance to City businesses, multi-family properties, schools and City offices in Marysville to increase recycling and reduce waste. Information regarding WR&R programs and activities will be developed and distributed to businesses participating in the recycling pilot program, and for public outreach to other program contacts and participants. Public recycling containers will be purchased and placed strategically on sidewalks and in City parks to give City residents and visitors greater access to recycling while using public spaces. Recycling programs will be monitored for contamination and correct material collection.

Task Goal Statement:

The goal of our Waste Reduction and Recycling Program is to increase recycling and encourage choices that will not lead to waste in City businesses, multi-family properties, schools, and City offices, along with providing greater opportunities for City residents and visitors to recycle at public recycling stations placed conveniently throughout the City.

Task Expected Outcome:

Through outreach and the technical assistance provided, the RECIPIENT expects to divert a total of 120 tons during this grant cycle. This will be accomplished through reaching out to 35 multi-family complexes and 100 businesses to elicit participation from 15 of these complexes and 25 of the businesses. Additionally, the City will work with the Marysville School District to expand WR&R programs in 10 to 16 schools, resulting in diversion of approximately 24 tons of recyclables. The City will expand recycling programs in three (3) to five (5) City facilities to divert five (5) to ten (10) tons of recyclables. New recycling containers placed on City sidewalks and in parks is planned for capturing up to 12 tons, and will connect residents, business, and visitors to the City's public recycling programs.

State of Washington Department of Ecology

Agreement No: W2RCPG-1517-MaryPW-00117

Project Title: 2015-17 CPG Marysville IMP

Recipient Name: City of Marysville

Recipient Task Coordinator: Jack Harris**Waste Reduction and Recycling****Deliverables**

Number	Description	Due Date
1.1	Q1: No work will be done in this quarter, due to grant timing	
1.2	Q2: WR&R promotion/ assistance to businesses, multifamily properties, schools and city departments. Support/ maintain public recycling container program. Program reporting. Expected purchase of public recycling containers.	
1.3	Q3:WR&R promotion/ assistance to businesses, multifamily properties, schools and city departments. Support/ maintain public recycling container program. Program reporting. Expected purchase of public recycling containers.	
1.4	Q4: WR&R promotion/ assistance to businesses, multifamily properties, schools and city departments. Support/ maintain public recycling container program. Program reporting.	
1.5	Q5: WR&R promotion/ assistance to businesses, multifamily properties, schools and city departments. Support/ maintain public recycling container program. Program reporting.	
1.6	Q6: WR&R promotion/ assistance to businesses, multifamily properties, schools and city departments. Support/ maintain public recycling container program. Program reporting.	
1.7	Q7: WR&R promotion/ assistance to businesses, multifamily properties, schools and city departments. Support/ maintain public recycling container program. Program reporting.	
1.8	Q8: WR&R promotion/ assistance to businesses, multifamily properties, schools and city departments. Support/ maintain public recycling container program. Program reporting and grant closeout.	

State of Washington Department of Ecology
 Agreement No: W2RCPG-1517-MaryPW-00117
 Project Title: 2015-17 CPG Marysville IMP
 Recipient Name: City of Marysville

BUDGET

Funding Distribution EG160136

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: State Building Construction Account Funding Type: Grant
 Funding Effective Date: 07/10/2015 Funding Expiration Date: 06/30/2017

Funding Source:

Title: State Building Construction Account (SBCA)

Type: State

Funding Source %: 100%

Description:

Approved Indirect Costs Rate: Approved Rate Negotiated Between ECOLOGY and RECIPIENT: 25%
 Recipient Match %: 25%
 InKind Interlocal Allowed: Yes
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

State Building Construction Account	Task Total
Waste Reduction and Recycling	\$ 88,892.00

Total: \$ 88,892.00

State of Washington Department of Ecology
 Agreement No: W2RCPG-1517-MaryPW-00117
 Project Title: 2015-17 CPG Marysville IMP
 Recipient Name: City of Marysville

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
State Building Construction Account	25.00 %	\$ 22,223.00	\$ 66,669.00	\$ 88,892.00
Total		\$ 22,223.00	\$ 66,669.00	\$ 88,892.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

Indirect costs can be charged at a rate of up to 25% of salaries and benefits.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. 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 ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.

State of Washington Department of Ecology

Agreement No: W2RCPG-1517-MaryPW-00117

Project Title: 2015-17 CPG Marysville IMP

Recipient Name: City of Marysville

7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING

REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form.

Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsrs.gov <http://www.fsrs.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov>.

State of Washington Department of Ecology
 Agreement No: W2RCPG-1517-MaryPW-00117
 Project Title: 2015-17 CPG Marysville IMP
 Recipient Name: City of Marysville

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition". <https://fortress.wa.gov/ecy/publications/SummaryPages/1401002.html>
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological or cultural resources. Activities associated with archaeological and cultural resources are an eligible reimbursable cost subject to approval by ECOLOGY.

RECIPIENT shall:

- a) Immediately cease work and notify ECOLOGY if any archeological or cultural resources are found while conducting work under this Agreement.
- b) Immediately notify the Department of Archaeology and Historic Preservation at (360) 586-3064, in the event historical or cultural artifacts are discovered at a work site.
- c) Comply with Governor Executive Order 05-05, Archaeology and Cultural Resources, for any capital construction projects prior to the start of any work.
- d) Comply with RCW 27.53, Archaeological Sites and Resources, for any work performed under this Agreement, as applicable. National Historic Preservation Act (NHPA) may require the RECIPIENT to obtain a permit pursuant to Chapter 27.53 RCW prior to conducting on-site activity with the potential to impact cultural or historic properties.

4. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

5. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

6. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the

State of Washington Department of Ecology
Agreement No: W2RCPG-1517-MaryPW-00117
Project Title: 2015-17 CPG Marysville IMP
Recipient Name: City of Marysville

RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.

- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible may require approval by ECOLOGY prior to purchase.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email payeehelpdesk@des.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT should submit final requests for compensation within thirty (30) days after the expiration date of this Agreement. Failure to comply may result in delayed reimbursement.

7. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable Federal, State and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

8. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

9. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall

State of Washington Department of Ecology
Agreement No: W2RCPG-1517-MaryPW-00117
Project Title: 2015-17 CPG Marysville IMP
Recipient Name: City of Marysville

award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

10. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this contract will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

11. ENVIRONMENTAL STANDARDS

- a) RECIPIENTS who collect environmental-monitoring data must provide these data to ECOLOGY using the Environmental Information Management System (EIM). To satisfy this requirement these data must be successfully loaded into EIM, see instructions on the EIM website at: <http://www.ecy.wa.gov/eim>.
- b) RECIPIENTS are required to follow ECOLOGY's data standards when Geographic Information System (GIS) data are collected and processed. More information and requirements are available at: <http://www.ecy.wa.gov/services/gis/data/standards/standards.htm>. RECIPIENTS shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

State of Washington Department of Ecology
 Agreement No: W2RCPG-1517-MaryPW-00117
 Project Title: 2015-17 CPG Marysville IMP
 Recipient Name: City of Marysville

c) RECIPIENTS must prepare a Quality Assurance Project Plan (QAPP) when a project involves the collection of environmental measurement data. QAPP is to ensure the consistent application of quality assurance principles to the planning and execution of all activities involved in generating data. RECIPIENTS must follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030). ECOLOGY shall review and approve the QAPP prior to start of work. The size, cost, and complexity of the QAPP should be in proportion to the magnitude of the sampling effort.

12. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

13. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

14. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

15. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

16. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

17. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by

giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (f) the General Terms and Conditions.

18. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

19. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT shall submit the Closeout Report within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY. RECIPIENT shall use the ECOLOGY provided closeout report format.

20. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic

State of Washington Department of Ecology

Agreement No: W2RCPG-1517-MaryPW-00117

Project Title: 2015-17 CPG Marysville IMP

Recipient Name: City of Marysville

materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) **Tangible Property Rights.** ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) **Personal Property Furnished by ECOLOGY.** When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) **Acquisition Projects.** The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

a. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

b. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) **Conversions.** Regardless of the agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

21. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

a) Be kept in a manner which provides an audit trail for all expenditures.

b) Be kept in a common file to facilitate audits and inspections.

c) Clearly indicate total receipts and expenditures related to this Agreement.

d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

State of Washington Department of Ecology
Agreement No: W2RCPG-1517-MaryPW-00117
Project Title: 2015-17 CPG Marysville IMP
Recipient Name: City of Marysville

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

22. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

23. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

25. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

26. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post-consumer recycled paper.

For more suggestions visit ECOLOGY's web page: Green Purchasing, <http://www.ecy.wa.gov/programs/swfa/epp>.

State of Washington Department of Ecology

Agreement No: W2RCPG-1517-MaryPW-00117
 Project Title: 2015-17 CPG Marysville IMP
 Recipient Name: City of Marysville

27. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this agreement, ECOLOGY, at its sole discretion, may elect to terminate the agreement, in whole or part, or renegotiate the agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other

State of Washington Department of Ecology
Agreement No: W2RCPG-1517-MaryPW-00117
Project Title: 2015-17 CPG Marysville IMP
Recipient Name: City of Marysville

materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

28. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

29. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

GENERAL TERMS AND CONDITIONS LAST UPDATED 12/25/2015

Index #14

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

CITY COUNCIL MEETING DATE: 3/14/2016

AGENDA ITEM: Approval of Special Event Application; Snohomish Running Company "Everett Half Marathon" Running Event	
PREPARED BY: Carol Mulligan DEPARTMENT: Community Development	DIRECTOR APPROVAL:
ATTACHMENTS: 1. Copy of Special Event Permit Application. 2. Copy of Traffic Control Plan: Route Map and Narrative. 3. Copy of Certificate of Insurance Naming the City as Co-insured. 4.. MMC 5.46 "Special Events".	
BUDGET CODE:	AMOUNT:

SUMMARY:

Snohomish Running Company has submitted an application to obtain a permit to conduct "Everett Half Marathon" running event on Sunday, April 10, 2016. The applicant of the proposed event is requesting the temporary street closure of northbound SR529/State Avenue to 2nd Street, the eastbound lane of 2nd Street from State Avenue to Alder Avenue, the southbound lane of Alder Avenue from 2nd Street to the south side of 1st Street, both lanes of Columbia Avenue from the south side of 1st Street to 2nd Street, and 1st Street from Columbia Avenue to State Avenue, while allowing for emergency vehicle access.

The Community Development Staff has reviewed all related department comments and determined that this application has been submitted in its entirety and to the satisfaction of all said departments.

<p>RECOMMENDED ACTION: The Community Development Staff recommends City Council approve the application for Snohomish Running Company to conduct a special event on Sunday, April 10, 2016, including the temporary street closure of northbound SR529/State Avenue to 2nd Street, the eastbound lane of 2nd Street from State Avenue to Alder Avenue, the southbound lane of Alder Avenue from 2nd Street to the south side of 1st Street, both lanes of Columbia Avenue from the south side of 1st Street to 2nd Street, and 1st Street from Columbia Avenue to State Avenue, as requested by the applicant.</p>

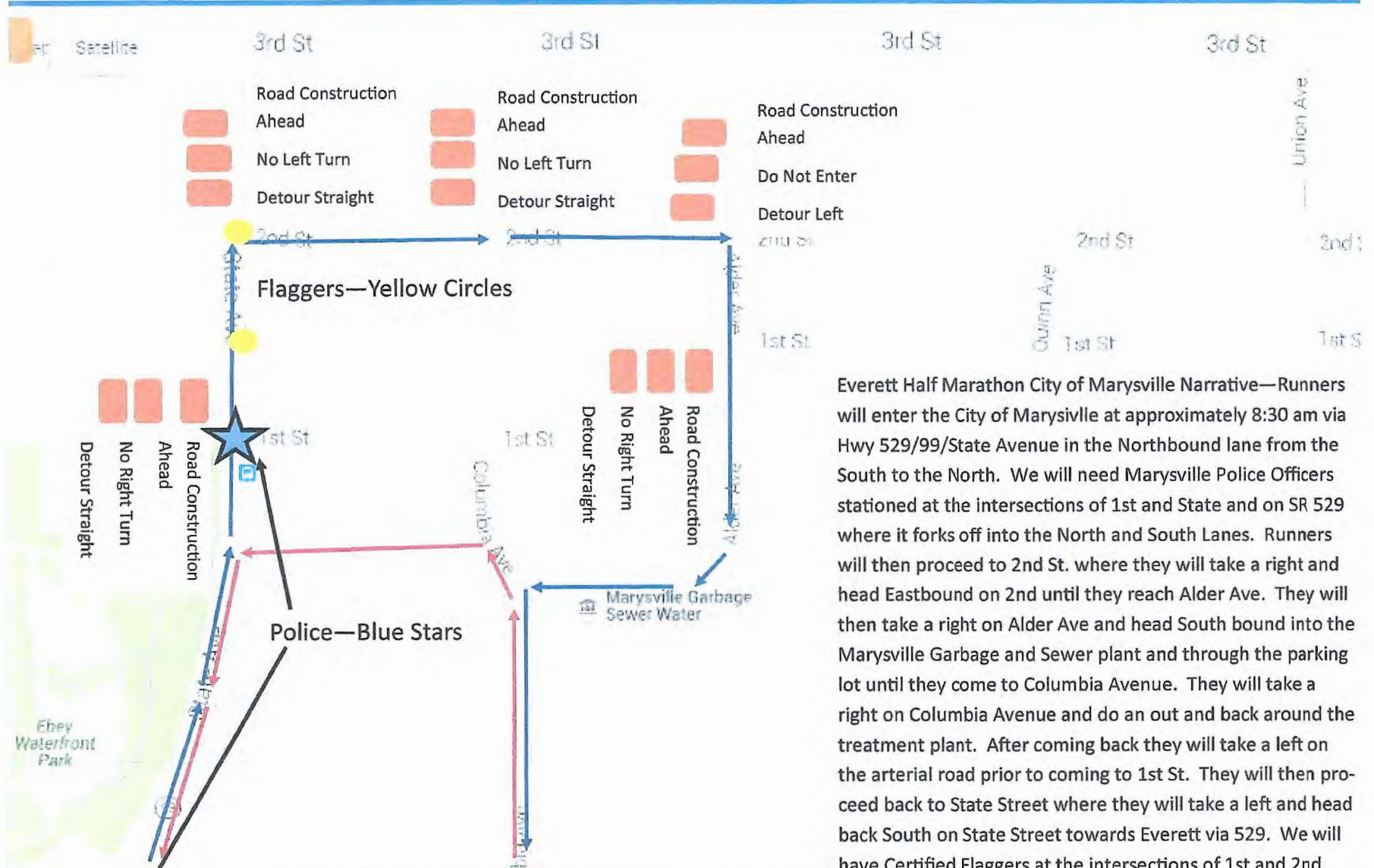


SPECIAL EVENT PERMIT APPLICATION

Community Development Department ♦ 80 Columbia Avenue ♦ Marysville, WA 98270
 (360) 363-8100 ♦ (360) 651-5099 FAX ♦ Office Hours: Monday - Friday 7:30 AM - 4:00 PM

Received
 FEB - 8 2016
 City of Marysville
 Community Development

FOR AGENCY USE	Date: 2/8/16	File:	Fee: \$100.00
	NAME OF EVENT		PROPOSED DATES
	Everett Half Marathon		April 10th, 2016
	APPLICANT	SPONSORING NON-PROFIT	EVENT ORGANIZER
Name	Grant Harrington		Snohomish Running Company
Mailing Address	4826 Pointes Dr.		
City, State, ZIP	Mukilteo, WA 98275		
Phone (home/office)	(425) 772-8395		
Phone (cell)			
E-mail	grant@snohomishrunning.com		
SITE INFORMATION			
Set-up date/time	5:00 am Sunday, April 10	Dismantling Date/time	11:00 am April 10
Estimated number of participants	1,000	Will admission fee be charged? (please note amount)	8:00 am to 10:30am
Will alcohol be served at event? (if yes please explain)			
Type of activity planned (Describe event) and Proposed Activities	Half marathon Run and walk		
Location to be used (Describe area to be used, attach map/route plan)	Event will begin and end at Port of Everett. Course will entail Runners coming into Marysville via 529 to 2nd to Alder to 1st out and back on Columbia back to 529.		
List any City Assistance that May be Required.	we will need road signs and Police assistance in closing off roads. See Attached Maps.		
Does event involve political or religious activity intended primarily for the communication or expression of ideas?	NO.		



Everett Half Marathon City of Marysville Narrative—Runners will enter the City of Marysville at approximately 8:30 am via Hwy 529/99/State Avenue in the Northbound lane from the South to the North. We will need Marysville Police Officers stationed at the intersections of 1st and State and on SR 529 where it forks off into the North and South Lanes. Runners will then proceed to 2nd St. where they will take a right and head Eastbound on 2nd until they reach Alder Ave. They will then take a right on Alder Ave and head South bound into the Marysville Garbage and Sewer plant and through the parking lot until they come to Columbia Avenue. They will take a right on Columbia Avenue and do an out and back around the treatment plant. After coming back they will take a left on the arterial road prior to coming to 1st St. They will then proceed back to State Street where they will take a left and head back South on State Street towards Everett via 529. We will have Certified Flaggers at the intersections of 1st and 2nd and State Street. We will need the City of Marysville to issue and set out the necessary detour signs shown along with opening the gate for the Garbage and Sewer Plant.

Received

FEB - 8 2016

City of Marysville
Community Development

Item 14 - 3



CERTIFICATE OF INSURANCE	DATE: 2/8/2016 CERTIFICATE NUMBER: 20160115397850
---------------------------------	--

AGENCY: ESIX 3 LLC d/b/a Entertainment & Sports Insurance eXperts (ESIX) d/b/a Entertainment and Sports Insurance Agency (California) 2727 Paces Ferry Road, Building Two, Suite 1500 Atlanta, GA 30339 678-324-3300 (Telephone) 678-324-3303 (Facsimile)	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
---	---

NAMED INSURED: USA Track & Field, Inc. 132 East Washington Street, Suite 800 Indianapolis IN 46204	INSURERS AFFORDING COVERAGE: INSURER A: Philadelphia Indemnity Ins. Co. INSURER B: Philadelphia Indemnity Ins. Co.
--	---

EVENT INFORMATION:
 Everett Half Marathon and 10K (4/10/2016 - 4/11/2016)

POLICY/COVERAGE INFORMATION:
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS	TYPE OF INSURANCE:	POLICY NUMBER(S):	EFFECTIVE:	EXPIRES:	LIMITS:
A	GENERAL LIABILITY				
	<input checked="" type="checkbox"/> Occurrence	PHPK1403938	11/1/2015 12:01 AM	11/1/2016 12:01 AM	GENERAL AGGREGATE (Applies Per Event) \$3,000,000
	<input checked="" type="checkbox"/> Participant Legal Liability				EACH OCCURRENCE \$1,000,000
					DAMAGE TO RENTED PREMISES (Each Occ.) \$1,000,000
					MEDICAL EXPENSE (Any one person) EXCLUDED
					PERSONAL & ADV INJURY \$1,000,000
					PRODUCTS-COMP/OP AGG \$3,000,000
B	UMBRELLA/EXCESS LIABILITY				
	<input checked="" type="checkbox"/> Occurrence	PHUB517449	11/1/2015 12:01 AM	11/1/2016 12:01 AM	EACH OCCURRENCE \$10,000,000
					AGGREGATE (Applies Per Event) \$10,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:


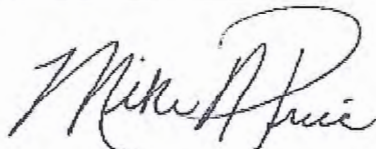
Coverage applies to USA Track & Field sanctioned events and registered practices, including any directly related activities, such as event set-up and tear-down, participant check-in and award ceremonies.

The certificate holder is an additional insured as required by written contract or written agreement, but only for liability arising out of the negligence of the Named Insureds per the following endorsement: Additional Insured - Certificate Holders (Form PI-AM-002)

The General Liability policy is primary and non-contributory with respect to the negligence of the Named Insureds (Form CG 00 01).

The General Liability policy contains a blanket Waiver of Subrogation as required by contract per Waiver of Transfer of Rights of Recovery Against Others (Form CG 24 04).

Excess policy follows form of underlying General Liability.

CERTIFICATE HOLDER: City of Marysville 80 Columbia Ave Marysville WA 98270	NOTICE OF CANCELLATION: Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
	AUTHORIZED REPRESENTATIVE: 

Chapter 5.46 SPECIAL EVENTS

Sections:

- 5.46.010 Definitions.
- 5.46.020 Special event permit required.
- 5.46.025 Exceptions to special event permit requirement.
- 5.46.030 Permit application.
- 5.46.040 Approval.
- 5.46.050 Fees.
- 5.46.060 Departmental analysis.
- 5.46.070 Insurance required.
- 5.46.080 Denial of permit.
- 5.46.090 Appeal.
- 5.46.100 Sanitation.
- 5.46.110 Revocation of special event permit.
- 5.46.120 Cost recovery for unlawful special event.
- 5.46.130 Expressive activity special event.
- 5.46.140 Penalties for violation.

5.46.010 Definitions.

Terms used in this chapter shall have the following meanings:

- (1) "Demonstration" means a public display of group opinion as by a rally or march, the principal purpose of which is expressive activity.
- (2) "Event organizer" means any person who conducts, manages, promotes, organizes, aids, or solicits attendance at a special event.
- (3) "Event management company" means an entity with expertise in managing special events.
- (4) "Expressive activity" includes conduct for which the sole or principal object is expression, dissemination, or communication by verbal, visual, literary, or auditory means of political or religious opinion, views, or ideas and for which no fee or donation is charged or required as a condition of participation in or attendance at such activity. For purposes of this chapter, expressive activity does not include sports events, including marathons, fundraising events, or events the principal purpose of which is entertainment.
- (5) "Gross revenues" means the sum of all revenues received by an event organizer for a special event including, but not limited to, cash receipts, licensing, sponsorships, television, advertising and similar revenues, and concessions.
- (6) "March" means an organized walk or event whose principal purpose is expressive activity in service of a public cause.
- (7) "Noncommercial special event" means any special event organized and conducted by a person or entity that qualifies as a tax-exempt nonprofit organization, or a special event whose principal purpose is expressive activity.

(8) "Rally" means a gathering whose principal purpose is expressive activity, especially one intended to inspire enthusiasm for a cause.

(9) "Sidewalk" means that portion of a right-of-way, other than the roadway, set apart by curbs, barriers, markings, or other delineation for pedestrian travel.

(10) "Sign" means any sign, pennant, flag, banner, inflatable display, or other attention-seeking device.

(11) "Special event" means any fair, show, parade, run/walk, festival, or other publicly attended entertainment or celebration which is to be held in whole or in part upon publicly owned property or public rights-of-way, or if held wholly upon private property, will nevertheless affect or impact the ordinary and normal use by the general public or public rights-of-way within the vicinity of such event.

(12) "Special event permit" means a permit issued under this chapter.

(13) "Special permit venue" means that area for which a special event permit has been issued.

(14) "Street" means any place that is publicly maintained and open to use of the public for purposes of vehicular traffic, including highways.

(15) "Tax-exempt nonprofit organization" means an organization that is exempted from payment of income taxes by federal or state law and has been in existence for a minimum of six months preceding the date of application for a special event permit.

(16) "Vendor" means any person who sells or offers to sell any goods, food, or beverages within a special event venue. (Ord. 2901 § 1, 2012).

5.46.020 Special event permit required.

Except as provided elsewhere in this chapter, any person or entity who conducts, promotes, or manages a special event shall first obtain a special event permit from the city of Marysville. (Ord. 2901 § 1, 2012).

5.46.025 Exceptions to special event permit requirement.

(1) Although not required to be issued a special event permit, an event organizer of an activity exempted from this chapter is required to comply with all local, state and federal laws and regulations governing public safety or health.

(2) The following activities are exempt from obtaining a special event permit:

(a) Parades, athletic events or other special events that occur exclusively on city property and are sponsored or conducted in full by the city of Marysville. An internal review process will be conducted for these events;

(b) Private events held entirely on private property that do not involve the use of or have an impact on public property or facilities and that do not require the provision of city public safety services;

(c) Funeral and wedding processions on private properties;

(d) Groups required by law to be so assembled;

(e) Gatherings of 100 or fewer people in a city park, unless merchandise or services are offered for sale or trade to the public, in which case a special event permit is required; 142

(f) Temporary sales conducted by businesses, such as holiday sales, grand opening sales, anniversary sales, or single event (one day only) concession stands;

(g) Garage sales, rummage sales, lemonade stands, and car washes;

(h) Activities conducted by a governmental agency acting within the scope of its authority;

(i) Lawful picketing on sidewalks;

(j) Block parties located entirely on private property when not requesting a street closure, and not inviting others from outside the neighborhood;

(k) Annual Strawberry Festival which is governed by Chapter 5.48 MMC; and

(l) Other similar events and activities which do not directly affect or use city services or property. (Ord. 2901 § 1, 2012).

5.46.030 Permit application.

(1) An application for a special event permit can be obtained at the office of the community development director and will be completed and submitted to the community development director and/or designee no later than 60 days prior to the proposed event. A completed application does not constitute approval of the permit.

(2) A waiver of application deadline shall be granted upon a showing of good cause or at the discretion of the community development director and/or designee. The community development director and/or designee shall consider an application that is filed after the filing deadline if there is sufficient time to process and investigate the application and obtain police and other city services for the event. Good cause can be demonstrated by the applicant showing that the circumstances that gave rise to the permit application did not reasonably allow the participants to file within the time prescribed, and that the event is for the purpose of expressive activity.

(3) The following information shall be provided on the special event permit application:

(a) The name, address, fax, cell, day of event contact number, email address, and office telephone number of the applicant;

(b) A certification that the applicant will be financially responsible for any city fees or costs that may be imposed for the special event;

(c) The name, address, fax, cell, email address and telephone number of the event organizer, if any, and the chief officer of the event organizer, if any;

(d) A list of emergency contacts that will be in effect during the event, and the event web address, if any; and

(e) If the special event is designed to be held by, on behalf of, or for any organization other than the applicant, the applicant for special event permit shall file a signed, written communication from such organization:

(i) Authorizing the applicant to apply for the special event permit on its behalf;

(ii) Certifying that the applicant will be financially responsible for any costs or fees that may be imposed for the special event; and 143

(iii) Attached to which shall be a copy of the tax exemption letter issued for any applicant claiming to be a tax-exempt nonprofit organization;

(f) All permit applications shall include:

(i) A statement of the purpose of the special event;

(ii) A statement of fees to be charged for the special event, including admissions tax documentation;

(iii) The proposed location of the special event;

(iv) Dates and times when the special event is to be conducted;

(v) The approximate times when assembly for, and disbanding of, the special event is to take place;

(vi) The proposed locations of the assembly or production area;

(vii) The specific proposed site or route, including a map and written narrative of the route;

(viii) The proposed site of any reviewing stands and/or vending areas;

(ix) The proposed site for any disbanding area;

(x) Proposed alternative routes, sites or times, where applicable;

(xi) The approximate number of persons, animals, and vehicles that will constitute the special event;

(xii) The kinds of animals anticipated to be part of the special event;

(xiii) A description of the types of vehicles to be used in the special event;

(xiv) The number of bands or other musical units and the nature of any equipment to be used to produce sounds or noise;

(xv) The number and location of potable sanitation facilities;

(xvi) Other equipment or services necessary to conduct the special event with due regard for participant and public health and safety;

(xvii) The number of persons proposed or required to monitor or facilitate the special event and provide spectator or participant control and direction for special events using city streets, sidewalks, or facilities, including use of public or private law enforcement personnel;

(xviii) Provisions for first aid or emergency medical services, or both, based on special event risk factors;

(xix) Insurance and surety bond information;

(xx) Any special or unusual requirements that may be imposed or created by virtue of the proposed special event activity;

(xxi) The marketing plan with proposed timelines associated with marketing the activity to the general public;

(xxii) Event timeline documenting activities from event set-up to event tear-down;

(xxiii) Parking areas;

(xxiv) Identify city assistance being requested; and

(xxv) Any other information required by the city. (Ord. 2901 § 1, 2012).

5.46.040 Approval.

Based on the type of event and the event to which city services will be required, approval of special event permit applications will be made by the following authorities:

(1) Approval by City Staff. Administrative approval for one-day events contained on a single site that could involve special parking arrangements and hiring of police officers for crowd control and traffic control. City staff shall include a representative from the police, planning, public works, parks and recreation, fire, streets, sanitation, and community development director departments.

(2) Approval by City Council. Multiple-day events (four days maximum) or any event involving street closures or impacts to services city-wide. Events lasting more than four days shall be subject to submittal of additional information as required by city staff.

(3) The city council will be notified of all special event approvals made by the city staff.

(4) If permits and/or coordination is required from other agencies, i.e., Community Transit, Department of Transportation, Snohomish Health District, etc., these must be submitted prior to the issuance of the permit. (Ord. 2901 § 1, 2012).

5.46.050 Fees.

There will be a \$100.00 nonrefundable application fee for a special event permit. (Ord. 2901 § 1, 2012).

5.46.060 Departmental analysis.

(1) The community development director or designee will send copies of special event permit applications to all pertinent city departments and/or outside agencies when deemed necessary for review and determination of services required.

(2) The applicant is required to contract with the Marysville police department and public works department to employ police officers for security and traffic control as determined by the departmental analysis.

(3) Cost of city services, i.e., police, public works employees, etc., for special events will be estimated prior to the event. Additional costs incurred will be evaluated following the completion of the event. The city may in its discretion require a cash deposit for such costs. (Ord. 2901 § 1, 2012).

5.46.070 Insurance required.

Except as otherwise provided in this chapter, the applicant is required to obtain and present evidence of comprehensive liability insurance naming the city of Marysville, its officials, officers, employees and agents as additional insured for use of streets, public rights-of-way and publicly owned property such

as parks. The insurance policy shall be written on an occurrence basis and shall provide a minimum coverage of \$1,000,000 for individual incidents, \$2,000,000 aggregate, per event, against all claims arising from permits issued pursuant to this chapter. The insurance policy period shall be for a period not less than 24 hours prior to the event and extending for a period of not less than 24 hours following completion of the event. In circumstances presenting a significantly high risk of liability the city may, in its discretion, increase the minimum insurance requirements, and in circumstances presenting a significantly low risk of liability, the city may in its discretion reduce the minimum insurance requirements. (Ord. 2901 § 1, 2012).

5.46.080 Denial of permit.

Reasons for denial of a special event permit include, but are not limited to:

- (1) The event will disrupt traffic within the city of Marysville beyond practical solution;
- (2) The event will protrude into the public space open to vehicle or pedestrian travel in such a manner as to create a likelihood of endangering the public;
- (3) The event will interfere with access to emergency services;
- (4) The location or time of the special event will cause undue hardship or excessive noise levels to adjacent businesses or residents;
- (5) The event will require the diversion of so many city employees that it would unreasonably affect other city services;
- (6) The application contains incomplete or false information;
- (7) The applicant fails to provide proof of insurance;
- (8) The applicant fails to obtain a city business license and/or fails to pay the special event permit fee and/or the applicant has failed to pay all fees due from previous special events;
- (9) The applicant failed to provide proof of sufficient monitors for crowd control and safety at least one week prior to the event;
- (10) The applicant has failed to provide proof of sufficient on- or off-site parking or shuttle services, or both, when required, to minimize any substantial adverse impacts on general parking and traffic circulation in the vicinity of the special event;
- (11) The applicant has failed to conduct a previously authorized or exempted special event in accordance with law and/or the terms of a permit;
- (12) The special event application conflicts with permits issued on same date and location creating hardship or financial burden to already permitted events;
- (13) The applicant does not meet current zoning requirements;
- (14) The applicant fails to obtain local, county, state and federal permits as required;
- (15) The city reasonably determines that the proposed special event conflicts with an already approved special event scheduled for same date(s). (Ord. 2901 § 1, 2012).

5.46.090 Appeal.

The applicant has the right to appeal any denial or revocation of a special events permit to the city council. An appeal shall be made in writing, shall specify the grounds of the appeal, shall have supporting documentation attached, and it shall be filed with the community development director within seven calendar days of the date of the written denial or revocation. (Ord. 2901 § 1, 2012).

5.46.100 Sanitation.

(1) A special event permit may be issued only after adequate waste disposal facilities have been identified and obtained by the applicant. The permittee is required to clean all permitted public and private properties and the right-of-way of rubbish and debris, returning it to its pre-event condition. If the permittee fails to clean up such refuse, the cleanup will be arranged by the city and the costs charged to the permittee.

(2) A special event permit may be issued only after adequate restroom and washroom facilities have been identified and arranged for or obtained by the applicant subject to the Snohomish Health District's review and certification process. (Ord. 2901 § 1, 2012).

5.46.110 Revocation of special event permit.

(1) Any special event permit issued pursuant to this chapter is subject to revocation, pursuant to this section.

(2) A special event permit may be revoked if the city determines:

- (a) That the special event cannot be conducted without violating the provisions of this chapter and/or conditions for the special event permit issuance;
- (b) The special event is being conducted in violation of the provisions of this chapter and/or any condition of the special event permit;
- (c) The special event poses a threat to health or safety;
- (d) The event organizer or any person associated with the special event has failed to obtain any other permit required pursuant to the provisions of this chapter;
- (e) The special event permit was issued in error or contrary to law;
- (f) The applicant has not paid all fees when due; or
- (g) The applicant has failed to provide confirmation or proof that it has obtained the minimum number of required volunteers to perform safety functions.

(3) Except as provided in this section, notices of revocation shall be in writing and specifically set forth the reasons for the revocation.

(4) If there is an emergency requiring immediate revocation of a special event permit, the city may notify the permit holder verbally of the revocation. (Ord. 2901 § 1, 2012).

5.46.120 Cost recovery for unlawful special event.

Whenever a special event is conducted without a special event permit when one is required or is conducted in violation of the terms of an issued special event permit, the event organizer shall be responsible for, and the city shall charge the event organizer for, all costs incurred as a result of the

5.46.130 Expressive activity special event.

When a special event permit is sought for an expressive activity such as a demonstration, rally, or march as defined in this chapter, the following exceptions shall apply:

(1) Where the special event will not require temporary street closures, cost recovery pursuant to MMC 5.46.050 shall be limited solely to a fee based on the cost of processing the permit application.

(2) The insurance requirement of MMC 5.46.070 shall be waived; provided, that the event organizer has filed with the application a verified statement that he or she intends the special event purpose to be First Amendment expression and the cost of obtaining insurance is financially burdensome and would constitute an unreasonable burden on the right of First Amendment expression. The verified statement shall include the name and address of one insurance broker or other source for insurance coverage contacted to determine premium rates for coverage.

(3) Where the special event will require temporary street closures and any one or more of the conditions of subsection (4) of this section are present requiring the city to provide services in the interest of public health, safety, and welfare, the special event coordinator may condition the issuance of the special event permit upon payment of actual, direct costs incurred by the city to a maximum of \$500.00. Any fee schedule adopted by the city shall contain a provision for waiver of, or a sliding scale for payment of, fees for city services, including police costs, on the basis of ability to pay.

(4) The city may deny a special event permit for a demonstration, rally or march if:

(a) The special event will substantially interrupt public transportation or other vehicular and pedestrian traffic in the area of its route;

(b) The special event will cause an irresolvable conflict with construction or development in the public right-of-way or at a public facility;

(c) The special event will block traffic lanes or close streets during peak commuter hours on weekdays between 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m. on streets designated as arterials by the city's public works department.

(d) The special event will require the diversion of police employees from their normal duties;

(e) The concentration of persons, animals, or vehicles will unduly interfere with the movement of police, fire, ambulance, and other emergency vehicles on the streets;

(f) The special event will substantially interfere with another special event for which a permit has already been granted or with the provision of city services in support of other scheduled special events; or

(g) The special event will have significant adverse impact upon residential or business access and traffic circulation in the same general venue.

(5) With regard to the permitting of expressive activity special events where the provisions of this section conflict with the provisions in any other section of this chapter, the provisions of this section shall prevail. (Ord. 2901 § 1, 2012).

5.46.140 Penalties for violation.

- (1) Violations of, or failure to comply with, any provision of this chapter shall constitute a civil infraction and any person found to have violated any provision of this chapter is punishable by a monetary penalty of not more than \$250.00 for each such violation. Each day that a violation continues shall constitute a new and separate infraction.
- (2) The imposition of a penalty for violation of this chapter shall be in addition to any other penalties provided for in any other ordinances of the city or any other ordinances or laws applicable to the violation.
- (3) Any permit fee or penalty which is delinquent or unpaid shall constitute a debt to the city and may be collected by a court proceeding in the same manner as any other debt in like amount, which remedy shall be in addition to all other existing remedies. (Ord. 2901 § 1, 2012).

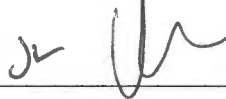
The Marysville Municipal Code is current through Ordinance 3013, passed December 14, 2015.

Disclaimer: The City Clerk's Office has the official version of the Marysville Municipal Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

Index #15

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: March 14, 2016

AGENDA ITEM: Project Acceptance – Reject Line Extension	
PREPARED BY: Kyle Woods, Project Engineer	DIRECTOR APPROVAL: 
DEPARTMENT: Public Works, Engineering	
ATTACHMENTS: Notice of Physical Completion Letter	
BUDGET CODE: 40230594.563000 , S1403	AMOUNT: N/A

SUMMARY:

The Reject Line Extension project included construction of 1800 linear feet of 10” ductile iron force main. This will allow the rejected sand filter water to bypass the headworks of the sewer treatment plant, saving the processing of up to 6 million gallons a day of already treated sewage.

City Council awarded the project to SRV Construction, Inc. on January 11, 2016 in the amount of \$122,799.84. The project was completed at a cost of \$107,376.30, which was \$15,423.54 or 8.74% below the original bid amount.

Work performed under this contract was inspected by City staff and found to be physically complete in accordance with the approved plans and specifications. Staff recommends Council’s acceptance of the project for closeout.

RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to accept the Reject Line Extension project, starting the 45-day lien filing period for project closeout.



PUBLIC WORKS
Kevin Nielsen, *Director*

80 Columbia Avenue
Marysville, Washington 98270
Phone (360) 363-8100
Fax (360) 363-8284
marysvillewa.gov

February 23, 2016

SRV Construction, Inc.
PO Box 481
Oak Harbor, WA 98277

Subject: S1403 Reject Line Extension – Notice of Physical Completion

Dear Mr. Snyder:

In accordance with Section 1-05.11(2) of the Special Provisions, this project was considered physically complete as of Tuesday February 9, 2016.

This notification does not constitute completion, or final acceptance by the City per Section 1-05.11(2) of the Contract's General Special Provisions.

Recommendation for Final Acceptance will be sent to the City Council for approval at the first available council meeting (March 14) pending the items below have been completed. This date of final acceptance shall start the forty-five (45) day lien period for the release of your retainage upon receipt of the following.

1. Certificate of Release from the Department of Revenue
2. Certificate of Release from the Employment Security Department
3. Certificate of Release from the Department of L&I
4. Affidavit of Wages Paid (to be submitted by SRV to the City)

As always, it has been a pleasure working with you and the rest of the SRV staff on this project. I look forward to working with you on future projects.

Sincerely,

A handwritten signature in black ink, appearing to read "K. Woods", written over a horizontal line.

Kyle Woods
Project Engineer

Index #16

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: March 14, 2016

AGENDA ITEM: Sunnyside Well Treatment Facility Project — Professional Services Agreement with RH2 Engineering for On-Call Construction Support, for Materials Testing, and Special Inspection	
PREPARED BY: Jeff Laycock, City Engineer	DIRECTOR APPROVAL: JC
DEPARTMENT: Public Works, Engineering	
ATTACHMENTS: Professional Services Agreement	
BUDGET CODE: 40220594.563000, W1302	AMOUNT: \$297,215.00

SUMMARY:

The City is now poised to begin construction on its Sunnyside Well Treatment Facility Project. Similar to other recent capital improvement projects, the City intends to take the *lead role* in managing day-to-day coordination of construction activities and issues with the general contractor. Among other things, this will include inspection of work to ensure that it is performed in accordance with the contract provisions and overall administration of the construction contract.

In order to complement and support the City in its oversight of construction activities, staff solicited proposals from consultants to provide design support, special inspections, limited on-call construction management and material testing services. Three consultants submitted proposals, MWH Constructors, Inc., Krazan and Associates, Inc. and RH2 Engineering, Inc. Ultimately, the City's selection committee concluded that RH2 — with its relative strength of experience on similar projects — would be best-equipped to assist the City on this particular project.

RH2's anticipated role during construction will include assistance in responding to contractor's requests for information, design review and support, review of technical submittals and shop drawings, preparation of supporting materials, assistance with pay applications, change orders, required special inspections of structural items and electrical items, material sampling, testing and inspection, and limited on-call construction management support on an as-needed basis — to assist with technical issues and other unique challenges that may arise during construction.

RH2 impressed the City for having an extremely strong background on projects very similar to the Sunnyside Well Treatment Facility Project, and they appear genuinely enthusiastic about the prospect of working with the City to make the project a success. Staff is confident that the City would be well-served by this contract and therefore recommends that it be considered for approval.

RECOMMENDED ACTION:
Staff recommends that Council authorize the Mayor to sign and execute the attached Professional Services Agreement in the amount of \$297,215.00 with RH2 Engineering, Inc.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND RH2 ENGINEERING, INC.
FOR CONSULTANT SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Marysville, a Washington State municipal corporation ("City"), and RH2 Engineering, Inc., a Washington Corporation licensed to do business in Washington State ("Consultant").

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, the parties hereto agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with consultant services consisting of design support, special inspection, material sampling and testing and limited on-call construction management support for the Sunnyside Well Treatment Facility project as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

The Scope of Services is attached hereto as **Exhibit "A"** and incorporated herein by this reference ("Scope of Services"). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant's profession.

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

III.1 MINOR CHANGES IN SCOPE. The Consultant shall accept minor changes, amendments, or revision in the detail of the Scope of Services as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

Extra Work. The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope

thereof. All proposals for extra work or services shall be prepared by the Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

III.2 WORK PRODUCT AND DOCUMENTS. The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

In the event that the Consultant shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work as of the date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the City.

Consultant will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

III.3 TERM. The term of this Agreement shall commence upon notice to proceed and shall terminate at midnight, September 30, 2017. The parties may extend the term of this Agreement by written mutual agreement.

III.4 NONASSIGNABLE. The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

III.5 EMPLOYMENT.

a. The term “employee” or “employees” as used herein shall mean any officers, agents, or employee of the of the Consultant.

b. Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

c. Consultant represents, unless otherwise indicated below, that all employees of Consultant that will provide any of the work under this Agreement have not

ever been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please indicate No or Yes below)*

_____ No employees supplying work have ever been retired from a Washington state retirement system.

_____ Yes employees supplying work have been retired from a Washington state retirement system.

In the event the Consultant indicates “no”, but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, Consultant hereby agrees to save, indemnify, defend and hold City harmless from and against all expenses and costs, including reasonable attorney’s fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event Consultant affirms that an employee providing work has ever retired from a Washington State retirement system, said employee shall be identified by Consultant, and such retirees shall provide City with all information required by City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

III.6 INDEMNITY.

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

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

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

d. For the purposes of the indemnity contained in subpart “A” of this

paragraph 3.6, Consultant hereby knowing, intentionally, and voluntarily waives the immunity of the Industrial Insurance Act, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

_____(initials) _____(initials)

III.7 INSURANCE.

a. **Minimum Limits of Insurance.** The Consultant shall procure, and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work and services hereunder by the Consultant, its agents, representatives, employees or subcontractors. The Consultant shall, before commencing work under this agreement, file with the City certificates of insurance coverage and the policy endorsement to be kept in force continuously during this Agreement, in a form acceptable to the City. Said certificates and policy endorsement shall name the City, its officers, elected officials, agents and/or employees as an additional named insured with respect to all coverages except professional liability insurance and workers' compensation.

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

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

c. **The minimum insurance limits shall be as follows:**

(1) Comprehensive General Liability. \$1,000,000 combined single limit per occurrence for bodily injury personal injury and property damage; \$2,000,000 general aggregate.

(2) Automobile Liability. \$300,000 combined single limit per accident for bodily injury and property damage.

(3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.

(4) Consultant's Errors and Omissions Liability. \$1,000,000 per occurrence and as an annual aggregate.

d. **Notice of Cancellation.** In the event that the Consultant receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Consultant shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the City.

e. **Acceptability of Insurers.** Insurance to be provided by Consultant shall be with a current A.M.Bests rating of no less than A:VII, or if not rated by Bests, with minimum surpluses the equivalent of Bests' VII rating.

f. **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

g. **Insurance shall be Primary.** The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

h. **No Limitation.** Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance or otherwise limit the recourse to any remedy available at law or in equity.

i. **Claims-made Basis.** Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy.

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

III.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

III.9 UNFAIR EMPLOYMENT PRACTICES. During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

III.10 LEGAL RELATIONS. The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Snohomish County Superior Court.

III.11 INDEPENDENT CONTRACTOR.

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this

Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

d. Prior to commencement of work, the Consultant shall obtain a business license from the City.

III.12 CONFLICTS OF INTEREST. The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

III.13 CITY CONFIDENCES. The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

III.14 SUBCONTRACTORS/SUBCONSULTANTS.

a. The Consultant shall is responsible for all work performed by subcontractors/subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will use the following Subcontractors/Subconsultants or as set forth in Exhibit A:

Professional Service Industries, Inc.

c. The Consultant may not substitute or add subcontractors/subconsultants without the written approval of the City.

d. All Subcontractors/Subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed \$297,125.00 without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

b. The Consultant shall submit a monthly invoice to the City for services performed in the previous calendar month in a format acceptable to the Cities. The Consultant shall maintain time and expense records and provide them to the Cities upon request.

c. The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

IV.2 CITY APPROVAL. Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and City requirements.

IV.3 MAINTENANCE/INSPECTION OF RECORDS. The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate

clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

ARTICLE V. GENERAL

V.1 **NOTICES.** Notices to the City shall be sent to the following address:

City of Marysville Public Works
Attn: Project Manager
80 Columbia Ave
Marysville, WA 98270

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

RH2 Engineering, Inc.
22722 29th Dr SE
Suite 210
Bothell, WA 98021

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

V.2 **TERMINATION.** The right is reserved by the City to terminate this Agreement in whole or in part at any time upon ten (10) calendar days' written notice to the Consultant.

If this Agreement is terminated in its entirety by the City for its convenience, the City shall pay the Consultant for satisfactory services performed through the date of termination in accordance with payment provisions of Section VI.1.

V.3 **DISPUTES.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

V.4 **EXTENT OF AGREEMENT/MODIFICATION.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

V.5 **SEVERABILITY**

a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

V.6 **NONWAIVER.** A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

V.7 **FAIR MEANING.** The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

V.8 **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

V.9 **VENUE.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

V.10 **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

V.11 **AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT.** The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this _____ day of _____, 2016.

CITY OF MARYSVILLE

RH2 ENGINEERING, INC.

By _____
Jon Nehring, Mayor

By _____

Approved as to form:

Jon Walker, City Attorney

Exhibit A
Scope of Work
City of Marysville
Sunnyside Well Treatment Facility
Services During Construction
March 2016

Background

The Sunnyside Well Treatment Facility project includes the construction of a well pump and water treatment facility that will be housed inside a 6,900 square foot, two-story multi-purpose building. The treatment facility will provide treatment for removal of iron and manganese from two municipal wells located onsite. The City of Marysville (City) has pre-selected the filtration equipment. The facility was designed by Murray, Smith and Associates, Inc., and conformed for construction documents were provided by Montgomery Watson Harza.

Project Objective

This Scope of Work includes providing professional services during the construction phase of the project; providing construction contract administration assistance, observation services, and materials testing support; preparing operation and maintenance (O&M) manuals; and preparing construction record drawings.

The amount of time and effort developed are approximate and based on RH2 Engineering, Inc.'s (RH2) experience on previous water treatment facility projects of similar size and complexity. *The estimate of professional services for the construction phase of the project assumes that a generally qualified and competent contractor is retained through the bidding process.* It was communicated to RH2 that the construction will take approximately fourteen (14) months to complete.

Project Approach

Task 1 –Background Design Documents and Conformed Documents Review

Objective: Review the design background and conformed for construction documents.

Approach:

1.1 Review background design and conformed for construction documents.

Provided by the City:

- Conformed for construction plans and specifications.
- AutoCAD files for all of the design drawings.

- Background design documents including, but not limited to, preliminary design report, pilot study report, technical memoranda, Washington State Department of Health (DOH) correspondence, structural calculations provided during the building permit process, pump curves for the well pump and lift station, and other documents that may be requested by RH2 at a later date.

Task 2 – Pre-construction Conference Support

Objective: Prepare for and attend a pre-construction meeting, which will include the contractor, City, and other utilities.

Approach:

- 2.1 Assist the City in preparing a meeting agenda and attend the pre-construction meeting. Provide technical support for the meeting agenda preparation and assist the City in answering technical questions during the meeting.

Assumptions:

- *The City will lead the pre-construction meeting.*

Provided by the City:

- Conference room and attendance at the meeting.
- Meeting invitations and coordination, agenda, meeting minutes, and forms as appropriate.

Task 3 – Document Review and Construction Phase Consultation

Objective: Review documentation associated with construction, including shop drawings, catalog submittals, requests for information (RFIs), pay requests, and change orders. Provide technical consultation with the City on costs, construction phasing, and constructability issues.

Approach:

- 3.1 Review Shop Drawings and Catalog Submittals – Review approximately eighty (80) shop drawings and catalog submittals and forty (40) re-submittals of items requested in the Technical Specifications. Provide a written response to the contractor and the City accepting or rejecting each shop drawing and reviewed catalog submittal. *It is assumed the City will distribute the submittals to RH2 as necessary. It is assumed the City will review the underground pipe and site-related submittals (temporary erosion and sediment control (TESC), crushed surfacing, hot mix asphalt (HMA), landscaping, etc.).*
- 3.2 Review RFIs and Change Order Documentation – Review written RFIs and change order proposals forwarded by the City, and provide written responses to the City.
- 3.3 Provide Construction Consultation – Consult with the City on construction costs, scheduling, and constructability issues.
- 3.4 Perform Value Engineering – Propose potential construction cost savings by performing a value engineering review of the plans and specifications. If requested by the City, RH2 will present a few ideas that may reduce construction costs while maintaining the original design criteria for the project. Based on the City desiring to pursue some of the proposed ideas, the City and RH2 will meet with the contractor to discuss potential cost savings. For the ideas agreed upon, RH2

will revise the construction plans and specifications based on the proposed value engineering changes and coordinate with the contractor.

RH2 Deliverables:

- Written responses for shop drawings and submittals, RFIs, and change orders.
- Technical memo outlining possible value engineering ideas.
- Value engineering revision of design plans, as warranted.

Assumptions:

- *The City will be the primary reviewer for the pay estimates and will process and provide the contractor with statements of working days.*
- *For developing the fee estimate, below are the approximate number of documents and level of effort assumed:*
 - *Submittals: Eighty (80) submittals, including forty (40) re-submittals. For the Fee Estimate, 1.75 hours was assumed for each submittal review or re-review.*
 - *The City will review the underground piping and site-related submittals (TESC, crushed surfacing, HMA, landscaping, etc.).*
 - *RFIs: Fifty (50). For the Fee Estimate, two (2) hours was assumed for each RFI.*
 - *Change Orders: Five (5). For the Fee Estimate, four (4) hours was assumed for each change order.*

Task 4 – Short Circuit and Arc Flash Study

Objective: Perform an electrical short circuit, protective device coordination, and arc flash analysis for the Sunnyside Wells Treatment Facility.

Approach:

- 4.1 Prepare a short circuit, protective device coordination, and arc flash analysis report that summarizes the calculations and recommendations for protective device settings and Personal Protective Equipment (PPE) requirements. Produce arc flash hazard labels and provide them to the electrical subcontractor for labeling the electrical distribution equipment.

RH2 Deliverables:

- Two (2) hard copies and PDF of arc flash analysis report.

Task 5 – On-site Construction Observation

Objective: Observe construction activities onsite and attend regularly occurring construction meetings.

Approach:

- 5.1 Attend Construction Meetings – Provide an RH2 representative at construction progress meetings as requested by City Staff. For purposes of budgeting, it is assumed this will be every two (2) weeks for the first three (3) months, monthly between months four (4) and eight (8), and every two (2) weeks between months nine (9) and twelve (12)
- 5.2 Perform Construction Observation and Prepare Records – Perform on-site construction observations as requested by the City. RH2 technical staff will provide support to City staff on

an on-call basis. Geological, structural, mechanical, process, and electrical elements are assumed to be the main area the City will request support. *The Fee Estimate reflects a total of four (4) hours per week of on-site observation by an RH2 engineer for these elements of work for the duration of the construction period (assumed to be forty (40) weeks).* Prepare site observation reports for each visit. Retain the services of a certified testing company as a subconsultant for special concrete, grout, concrete masonry unit, structural steel, asphalt and soil inspections, field and/or lab testing.

- 5.3 Provide Temporary Construction Contract Administration Support – Provide an RH2 project manager to assist the City on a temporary basis in performing construction contract administration services during the first two (2) months of the project. *The Fee Estimate reflects a total of twelve (12) hours per week of RH2 project manager involvement in the first two (2) months of the construction.*

Assumptions:

- *The City will have a full-time inspector for the duration of the project and will be responsible for all site, civil, and underground pipe inspections. This will include TESC, crushed surfacing, HMA, landscaping, etc.*
- *The City will distribute the construction meeting minutes.*
- *RH2 construction observations will include, but not limited to, building subgrade preparation, underground conduit, rebar, concrete floor slab pours, concrete masonry unit (CMU) wall installation, electrical and control equipment installation, well pump and major mechanical and treatment equipment installation, and as requested by the City.*

Provided by the City:

- Attendance at and minutes of construction meetings.

RH2 Deliverables:

- Limited, on-call on-site observation.
- Construction observation reports and progress reports.

Task 6 – Startup and Testing Observation

Objective: Observe the testing of unit operations and systems, as well as the overall startup of the treatment plant. Prepare a project acceptance letter for the City.

Approach:

- 6.1 Review of Testing Procedures and Coordination – Coordinate with the contractor, the City, and representatives of the manufacturer of the treatment systems for the scheduled testing and start-up activities. *The treatment systems shall include the filtration, on-site sodium hypochlorite generation, and water quality monitoring equipment. This coordination will include the review and supplementation of the testing protocols developed by the contractor and manufacturer’s representative, and review of the tests and corrections.*
- 6.2 Observe and Document Startup and Testing – Document activities and coordinate with the contractor per their compliance with the plans and specifications during startup. Notify the contractor and the City of work that has not been completed by the contractor and discuss contractor rectification. Attend factory witness testing of the automatic control equipment at

Systems Interface, Inc., and document equipment corrections prior to shipment of the equipment to the job site. Prepare punchlist in conjunction with Contractor and City staff.

- 6.3 Attend Final Inspection and Prepare Acceptance Letter – Attend final on-site inspection with City staff, prepare a letter of recommendation for project acceptance to the City, and collect documentation detailing the mechanical, structural and electrical portions, including disinfection and pressure tests observed by RH2 staff per DOH regulations to assist the City with preparation of the DOH Construction Completion Report (CCR). *It is assumed that the City will submit the CCR to DOH directly.*

Provided by the City:

- Coordination with the contractor on scheduling of testing and startup.
- Review of proposed procedures and concurrence with City utility staff.
- Tracking of punchlist completion and interim inspections between startup and punchlist completion.
- Final completion and closeout of construction contract with the general contractor.
- DOH CCR

RH2 Deliverables:

- Letter of recommendation for project acceptance.
- Select observation reports to document per DOH regulations.

Task 7 – Record Drawings

Objective: Coordinate with the contractor and City and develop a set of record construction drawings for the City. Utilize conformed for construction AutoCAD drawings to generate record construction drawings.

Approach:

- 7.1 Coordinate with the Contractor and City – Coordinate with the contractor and City in obtaining their field records. Review the contractor-provided O&M Manuals for consistency with installed equipment, as well as ongoing operations and maintenance information.
- 7.2 Prepare Record Drawings – Review field records and revise contract drawings for use in preparing record drawings. Provide to the City one (1) 24-inch by 36-inch Mylar set, one (1) 24-inch by 36-inch size paper set, and updated PDFs of record construction drawings at the end of the project.

RH2 Deliverables:

- One (1) full-size Mylar set, one (1) full-size paper set, and PDF construction record drawings.
- AutoCAD files for as-builts.

Task 8 – Operations Assistance

Objective: Provide limited on-call assistance to the City during the first six (6) months of operation. Develop a customized O&M manual for the City's use.

Approach:

- 8.1 Provide Operations Assistance – Provide limited on-call assistance to the City during the first six (6) months of operation for eight (8) hours per month to assist with adjusting operational settings as the facility begins operations.
- 8.2 Prepare O&M Manual – Prepare a brief narrative of the overall O&M manual specific to this facility.

RH2 Deliverables:

- Two (2) hard copies of the final O&M manual.

EXHIBIT B

City of Marysville
 Sunnyside Well Treatment Facility
 Services During Construction
 Fee Estimate

Description	Total Hours	Total Labor	Total Expense	Total Cost
Task 1 Background Design Documents, and Conformed Documents Review	72	\$ 12,904	\$ 2,123	\$ 15,027
Task 2 Pre-construction Conference Support	16	\$ 2,944	\$ 146	\$ 3,090
Task 3 Document Review and Construction Phase Consultation	506	\$ 85,750	\$ 6,171	\$ 91,921
Task 4 Short Circuit and Arc Flash Study	78	\$ 12,954	\$ 758	\$ 13,712
Task 5 On-site Construction Observation	304	\$ 52,656	\$ 6,811	\$ 80,167
Task 6 Startup and Testing Observation	212	\$ 38,196	\$ 1,315	\$ 39,511
Task 7 Record Drawings	162	\$ 25,094	\$ 4,704	\$ 29,798
Task 8 Operations Assistance	134	\$ 22,966	\$ 1,024	\$ 23,990
PROJECT TOTAL	1,484	\$ 253,464	\$ 23,051	\$ 297,215

EXHIBIT C		
RH2 ENGINEERING, INC.		
2016 SCHEDULE OF RATES AND CHARGES		
RATE LIST	RATE	UNIT
Professional I	\$141	\$/hr
Professional II	\$154	\$/hr
Professional III	\$165	\$/hr
Professional IV	\$175	\$/hr
Professional V	\$186	\$/hr
Professional VI	\$195	\$/hr
Professional VII	\$211	\$/hr
Professional VIII	\$219	\$/hr
Professional IX	\$219	\$/hr
Technician I	\$99	\$/hr
Technician II	\$104	\$/hr
Technician III	\$133	\$/hr
Technician IV	\$141	\$/hr
Administrative I	\$67	\$/hr
Administrative II	\$79	\$/hr
Administrative III	\$95	\$/hr
Administrative IV	\$111	\$/hr
Administrative V	\$132	\$/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
Mileage	\$0.540	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	

Index #17

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: March 14, 2016

AGENDA ITEM: Authorizing the Information Services department to purchase Office 2016 licenses.	
PREPARED BY: Worth Norton	DIRECTOR APPROVAL:
DEPARTMENT: Finance / Information Services	
ATTACHMENTS: SoftwareONE quote dated 2/18/2016 WA State Contract Amendment T11-MST-579	
BUDGET CODE: 50350390 535000 RPLC	AMOUNT: \$ 67,833.10
SUMMARY:	

The City last upgraded its Office suite at the end of 2006. The City is operating using a version of Office that is three versions behind. This purchase would increase the total City licenses of Office 2016 to allow for upgrading all PCs within the City to Office 2016. By upgrading, we will improve compatibility with other agencies, add new functionality, increase productivity, and improve the security of our network.

RECOMMENDED ACTION: City staff recommends that the City Council authorizes the Information Services department to purchase Office 2016 Pro licenses based on the SoftwareONE quote dated 2/18/2016 using State contract number T11-MST-579.



City Of Marysville
 1049 State Avenue
 Attn Finance Dept
 Marysville, WA 98270

Date 02/18/2016
 Customer No. US-SCU-129392
 Your Reference 190 - OfficeProPlus 2016
 Salesperson Janice Edwards
 Your Contact Deborah-Maria Yela
 E-Mail deborah-maria.yela@softwareone.com
 Direct Phone No. +52

Quote US-QUO-448696

Invoice Address

City Of Marysville
 1049 State Avenue
 Attn Finance Dept
 Marysville, WA 98270

Shipping Address

City Of Marysville
 1049 State Avenue
 Attn Finance Dept
 MARYSVILLE, WA 98270

License Address

City Of Marysville
 1049 State Avenue
 Attn Finance Dept
 Marysville, WA 98270

Pos. No.	Description	Manufacturer	Lic.Mod	Disc.Level	Format	Version	Language OS	Quantity	Unit Price	Amount (USD)
Quoted under Microsoft Select Plus PCN 8F1B06AB										
10	79P-05582	Office Pro Plus					SL			
		Government License								
		Microsoft	SELECTGO	LEVEL D	LIC	2016	Non-Specific	190	328.14	62,346.60
		Total Excl. Tax								62,346.60
WSCA Contract#: T11-MST-579										
									Total USD Excl. Tax	62,346.60
									Tax Amount	5,486.50
									Total USD Incl. Tax	67,833.10

Quote US-QUO-448696

Page 2

Thank you for your request for quote.

This offer is non-binding. Prices are subject to change if supplier prices or currency values fluctuate.

Please take note of our terms and conditions at www.softwareone.ch.

Payment Terms	30 Days net
Shipping Method	Electronic Software Delivery
Quote valid until	02/29/16

Prices are based on 30 Days net, FOB SoftwareONE. Shipping and Handling and applicable Sales Tax are additional. All Quotations and Orders are subject to SoftwareONE's Terms and Conditions and Return Policy. All products are non-returnable unless otherwise provided for by the Manufacturer's Reseller Return Policy.

CONFIDENTIAL INFORMATION: This Quote, and any attachment is intended only for the person or entity to which it is addressed, and contains confidential and/or privileged information. Any review, retransmission, dissemination or other use of this information to persons or entities other than the intended recipient is prohibited.



Contract Amendment

T11-MST-579

Date Issued: 7/28/15

Effective Date: 4/1/15

Amendment Number: 15-01

Contractor Name: CompuCom Systems, Inc.

This contract amendment is issued under the provisions of T11-MST-579. The changes authorized are within the scope of the original contract. All rights and obligations of the parties are governed by the terms of the original contract, including any subsequent amendments, which are hereby incorporated by reference.

Purpose of Amendment

The Contract identified above, having been made between the state of Washington, acting by and through the Department of Enterprise Services (DES), an agency of Washington State Government located at 1500 Jefferson St SE, PO Box 41408, Olympia, WA 98501, and COMPUCOM SYSTEMS, INC., located at 7171 Forest Lane, Dallas, TX 75230; and

WHEREAS, COMPUCOM SYSTEMS, INC has been acquired in its entirety by SOFTWARE ONE, INC, located at 20875 Crossroads Circle, Suite 1, Waukesha, WI 53186; and

NOW, THEREFORE, DES and SOFTWARE ONE, INC agree that the Contract identified above, including any subsequent modifications thereto, is hereby amended, as follows;

1. SOFTWARE ONE, INC. hereby irrevocably assumes all the obligations as set forth in the above Contract, and, as assigned, said Contract is hereby amended so that whenever the name "COMPUCOM SYSTEMS, INC." is used herein that shall mean "SOFTWARE ONE, INC".
2. SOFTWARE ONE, INC. shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract.

It is further agreed that all terms and conditions of the original Contract, including all subsequent modifications shall remain in full force an effect.

This Amendment shall be effective April 1, 2015, regardless of the date of execution.

Authorizing Signatures

For Contractor:

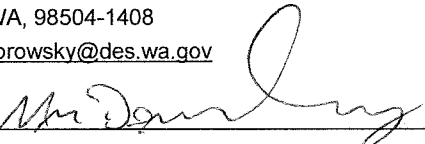
Lisa Stewart, SoftwareONE, Inc
20875 Crossroads Circle, Suite 1
Waukesha, WI 53186
Lisa.stewart@softwareone.com

Signature  _____

Date 07/29/2015

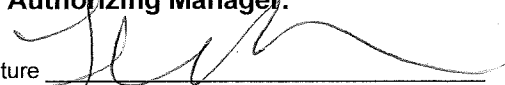
For State of Washington:

Mike Dombrowsky, DES Contracts and
Procurement
(360) 407-8717
PO Box 41408
Olympia WA, 98504-1408
Mike.dombrowsky@des.wa.gov

Signature  _____

Date 7/29/15

DES Authorizing Manager:

Signature  _____

Date 7/29/2015

Index #18

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 03/14/2016

AGENDA ITEM: Washington State Military Department Public Assistance Grant Agreement –November Windstorm	
PREPARED BY: Diana Rose	DIRECTOR APPROVAL:
DEPARTMENT: Executive	
ATTACHMENTS: Public Assistance Grant Agreement D16-638	
BUDGET CODE:	AMOUNT:
SUMMARY:	

The City of Marysville occurred unanticipated expenses during the November 2015 Windstorm Event. The windstorm caused many trees and branches to fall throughout the city leaving large amounts of debris to be cleaned up. An extended power outage meant city generators were powering our lift stations and water operations to ensure service for our citizens. The November Windstorm was a federally declared event which allows the City of Marysville to work with the Washington State Military Department and FEMA to get a portion of all eligible costs reimbursed to the city through a grant agreement.

RECOMMENDED ACTION:

Staff recommends Council approve and allow the Mayor to sign the Public Assistance Grant Agreement D16-638.

**Washington State Military Department
PUBLIC ASSISTANCE GRANT AGREEMENT FACE SHEET**

180

1. SUBRECIPIENT Name and Address: City of Marysville 1049 State Avenue Marysville, WA 98270-4234		2. Grant Agreement Amount: To be determined, based upon approved project worksheets		3. Grant Number: D16-638	
4. SUBRECIPIENT, phone/email: 360-363-8096/drose@marysvillewa.gov		5. Grant Agreement Start Date: November 12, 2015		6. Grant Agreement End Date: January 15, 2020	
7. DEPARTMENT Program Manager, phone/email: Gerard Urbas, (253) 512-7402 Gary.urbas@mil.wa.gov		8. Data Universal Numbering System (DUNS): 076658673		9. UBI # (state revenue):	
10. Funding Authority: Washington State Military Department (the "DEPARTMENT"), and Federal Emergency Management Agency (FEMA)					
11. Funding Source Agreement #: FEMA-4249-DR-WA		12. Program Index # 764LC (Federal)/762LE (State)/ 764LD (Admin)	13. Catalog of Federal Domestic Asst. (CFDA) # & Title: 97.036, Public Assistance		14. TIN or SSN: 91- 6001459
15. Total Federal Award Amount: N/A			16. Federal Award Date: N/A		
17. Service Districts: (BY LEGISLATIVE DISTRICT): 38-40 44th (BY CONGRESSIONAL DISTRICT): 12th		18. Service Area by County(ies): Snohomish County		19. Women/Minority-Owned, State Certified?: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____	
20. Contract 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. Contractor 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. Contractor Type (check all that apply): <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> VENDOR <input type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> OTHER		
24. BRIEF DESCRIPTION: Presidential Disaster Declaration # FEMA-4249-DR-WA-Washington Severe Storms, Straight-line Winds, Flooding, Landslides, and Mudslides. To provide funds to the SUBRECIPIENT for the repair or restoration of damaged public facilities as approved by FEMA in project worksheets describing eligible scopes of work and associated funding. The DEPARTMENT is the Recipient and Pass-through Entity of the Presidential Disaster Declaration # FEMA-4249-DR-WA-Washington Severe Storms, Straight-line Winds, Flooding, Landslides, and Mudslides and FEMA State Agreement, which are incorporated by reference, and makes 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, references and attachments hereto and have executed this Agreement as of the date and year written below. This Agreement Face Sheet, Special Terms and Conditions (Attachment 1), General Terms and Conditions (Attachment 2), Project Worksheet Sample (Attachment 3), Washington State Public Assistance Applicant Manual dated January 15, 2016 (Attachment 4), and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.					
In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:					
1. Applicable Federal and State Statutes and Regulations		5. Special Terms and Conditions			
2. DHS Standard Terms and Conditions		6. General Terms and Conditions, and,			
3. Presidential Declaration, FEMA State Agreement, and other Documents		7. Other provisions of the contract incorporated by reference.			
4. Statement of Work and/or Project Description as outlined in FEMA approved Project Worksheet(s)					
WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below.					
FOR THE DEPARTMENT:			FOR THE SUBRECIPIENT:		
Signature _____ Date _____		Signature _____ Date _____		print or type name: _____	
Richard A. Woodruff, Contracts Administrator Washington State Military Department					
BOILERPLATE APPROVED AS TO FORM: Dawn C. Cortez (signature on file 10/29/2015) Assistant Attorney General			APPROVED AS TO FORM: _____ SUBRECIPIENT's Attorney Date _____		

Form 10/21/2015 mll

**Washington State Military Department
SPECIAL TERMS AND CONDITIONS**

ARTICLE I – KEY PERSONNEL

The individuals listed below shall be considered key personnel and point of contact. Any substitution by either party must be submitted in writing.

SUBRECIPIENT		MILITARY DEPARTMENT	
Name	City of Marysville	Name	Gerard Urbas
Title	Diana Rose Risk/Emergency Mgr	Title	Deputy State Coordinating Officer Public Assistance
E-Mail	drose@marysville.wa.gov	E-Mail	gary.urbas@mil.wa.gov
Phone	(360) 363-8096	Phone	(253) 512-7402

ARTICLE II - ADMINISTRATIVE 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 FEMA applicable to the Presidential Declaration including, but not limited to, all criteria, restrictions, and requirements of the "FEMA State Agreement" published by FEMA and the federal regulations commonly applicable to FEMA grants, all of which are incorporated herein by reference. The Presidential Declaration and the FEMA State Agreement are incorporated in this Agreement by reference.

The SUBRECIPIENT shall comply with the Washington State Public Assistance Applicant Manual dated January 15, 2015 incorporated in this Agreement as **Attachment 4**. The DHS Standard Terms and Conditions are incorporated by reference in this Agreement in Appendix F of the Washington State Public Assistance Applicant Manual dated January 15, 2015.

The SUBRECIPIENT acknowledges that since this Agreement involves federal award funding, the period of performance described herein 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.

Federal funding is provided by FEMA and is administered by the DEPARTMENT. Under the authority of Presidential Disaster Declaration number FEMA 4249-DR-WA, the DEPARTMENT is reimbursing the SUBRECIPIENT for those approved eligible costs and activities necessary under the Public Assistance Grant Program during the incident period beginning November 12, 2015 to November 21, 2015. Eligible costs and activities will be identified in Project Worksheets approved by FEMA and a Project Worksheet Sample is incorporated as **Attachment 3**. The DEPARTMENT is also providing Advance Payments to the SUBRECIPIENT where provided by FEMA and required and allowed by law. Any interest earned on advance payments (except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. 6501 et seq.) and the Indian Self-Determination Act (23 U.S.C. 450)) shall be promptly, but at least quarterly, remitted to the DEPARTMENT to be paid to FEMA. The subgrantee may keep interest amounts up to \$100 per year for administrative expenses.

A. STATE AND FEDERAL REQUIREMENTS FOR PUBLIC ASSISTANCE GRANTS:

The following requirements apply to all DHS/FEMA Presidential Disasters administered by the DEPARTMENT.

1. FUNDING

The DEPARTMENT will administer the Public Assistance Grant Program, provide Advance payments, and reimburse approved eligible Public Assistance costs to the SUBRECIPIENT that are identified under the auspices of Presidential Disaster Declaration Number FEMA-4249-DR-WA and authorized by and consistent with the Stafford Act (P.L. 93-288, as amended) and applicable regulations.

It is understood that no final dollar figure is committed to at the time that this Agreement is executed, but that financial commitments will be made by amendments to the project application as Project Worksheets are completed in the field and projects are authorized by state and federal officials.

Pursuant to the FEMA-STATE AGREEMENT, FEMA will contribute **75** percent of the eligible costs for any eligible project and 100 percent of the federal indirect costs, up to \$250, as provided for in subsection 3.E. of Article II of this Public Assistance Agreement. The SUBRECIPIENT commits to providing the remaining **25** percent non-federal match to any eligible project that has been identified under the Presidential Disaster Declaration number FEMA-4249-DR-WA, subject to the following exceptions:

DEPARTMENT Match: The Washington State Legislature may authorize the DEPARTMENT to provide a match to the SUBRECIPIENT's non-federal share of eligible projects. Provision of a match by the DEPARTMENT, if authorized by the Washington State Legislature, shall not require amendment of this Agreement. If DEPARTMENT match funds are committed to the non-federal share by the DEPARTMENT pursuant to legislative authorization, the DEPARTMENT will formally notify the SUBRECIPIENT of the match in writing which will include information identifying any related reduction in the SUBRECIPIENT's percentage commitment.

Donated Resources: FEMA will credit the SUBRECIPIENT for the value of certain volunteer labor, donated equipment, and donated materials used in the performance of eligible emergency work – categories A and B, referred to as Donated Resources. The Donated Resources are recognized by FEMA in a Project Worksheet. Donated Resources offset the non-federal share of the eligible emergency work approved in Project Worksheets. For non-state agency SUBRECIPIENTS, the donated resource value will first be applied to the SUBRECIPIENT's non-federal share, and, if a DEPARTMENT match is authorized, any remaining donated resource value will be applied to the DEPARTMENT's share. The value of the Donated Resources are calculated as described in FP 104-009-2 Public Assistance Program and Policy Guide (PAPPG), and are capped at the non-Federal share of approved eligible emergency work costs. The Federal share of the Donated Resources will not exceed the non-federal share of eligible emergency work costs approved in Project Worksheets. Any excess credit can be credited only to other eligible emergency work costs, for the same SUBRECIPIENT in the same disaster. The value of excess donated resources cannot be credited toward or transferred to another eligible SUBRECIPIENT, or toward other State obligations. The DEPARTMENT does not match a FEMA donated resource credit.

The Project Worksheet, sample provided in Attachment 3, is required to be completed by FEMA or State Project Specialists.

2. GRANT AGREEMENT PERIOD

- a. Activities payable under this Agreement and to be performed by the SUBRECIPIENT under this Agreement shall be those activities which occurred during or subsequent to the incident period defined in the FEMA State Agreement, and shall terminate upon completion of the project(s) approved by federal and state officials, including completion of close-out and audit. This period shall be referred to as the "Grant Agreement Period."
- b. The Grant Agreement Period shall only be extended by (1) written notification of FEMA approval of the Grant Agreement Period followed up with a mutually agreed written amendment, or (2) written notification from the DEPARTMENT to the SUBRECIPIENT issued by the DEPARTMENT to address extensions of its underlying federal grant performance period or to provide additional time for completion of the SUBRECIPIENT's project(s).

3. PAYMENTS

The DEPARTMENT, using funds granted for the purposes of the Presidential Disaster Declaration from FEMA, shall issue payments to the SUBRECIPIENT in compliance with the Washington State Public Assistance Applicant Manual dated January 15, 2016 (**Attachment 4**) procedures as follows:

- a. **Small Project Payments:** Payments are made for all small projects to the SUBRECIPIENT upon submission and approval of an A19-1A State of Washington Invoice Voucher to the DEPARTMENT, after FEMA has approved funding through approval of Project Worksheets.

- b. Progress Payments: Progress payment of funds for costs already incurred on large projects minus 10 percent retainage may be made to the SUBRECIPIENT upon submission by the SUBRECIPIENT of an A19-1A State of Washington Invoice Voucher, a letter of request, and a spreadsheet identifying the claimed costs supporting the payment request and approval by the DEPARTMENT.
- c. Improved Projects: Payments on improved projects will be pro-rated based upon the percentage of the project that is funded under this disaster grant to the overall project cost. This percentage will be identified when the first payment on the improved project is made. Progress payments will be made as outlined above in Section B.
- d. Final Payment: Final Payment on a large project will be made following submission by the SUBRECIPIENT of a certification of completion on the STATEMENT OF DOCUMENTATION/FINAL INSPECTION REPORT form upon completion of project(s), completion of all final inspections by the DEPARTMENT, and final approval by FEMA. Final payment on a large project will include any retainage withheld during progress payments. Final payments may also be conditional upon financial review, if determined necessary by the DEPARTMENT or FEMA. Adjustments to the final payment may be made following any audits conducted by the Washington State Auditor's Office, the United States Inspector General or other federal or state agency.
- e. The SUBRECIPIENT is eligible to receive a \$250 allowance for federal indirect costs, upon completion and closure of the disaster grant. Documentation of costs involved with attending applicant briefing, kick off meeting, and the exit meeting should be retained in the SUBRECIPIENT's files to support federal indirect cost reimbursement.
- f. All payment requests shall be made on an A19-1A form, State of Washington, Invoice Voucher. Payments will be made by electronic fund transfer to the SUBRECIPIENT's account.
- g. Federal funding shall not exceed the total federal contribution eligible for Public Assistance costs under Presidential Disaster Declaration number FEMA-4249-DR-WA.
- h. For state agencies, the DEPARTMENT will, through interagency reimbursement procedures, transfer payment to the SUBRECIPIENT. Payment will be transferred by journal voucher to Agency No. _____, Accounting Fund No. _____.
- i. Within the total Grant Agreement Amount, travel, sub-contracts, salaries, benefits, printing, equipment, and other goods and services will be reimbursed on an actual cost basis unless otherwise provided in this Agreement.
- j. For travel costs, SUBRECIPIENTS shall comply with 2 CFR 200.474 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 <http://www.gsa.gov>, and follow the most restrictive.
- k. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without written approval by DEPARTMENT Key Personnel.
- l. 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 local, state, or federal auditors.
- m. 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 45 days after the Grant Agreement End Date, except as otherwise authorized by written amendment of this Agreement and issued by the DEPARTMENT.
- n. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the SUBRECIPIENT, its subrecipient or contractor, or any non-federal entity to which the SUBRECIPIENT makes a subaward, and is invoiced by the vendor.

- o. SUBRECIPIENTS shall only use federal award funds under this Agreement to supplement existing funds, and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The SUBRECIPIENT may be required to demonstrate and document that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

The DEPARTMENT shall provide Advance Payments as provided by FEMA and as required and authorized by law.

4. CLOSEOUT

To initiate close-out, the SUBRECIPIENT is required to certify in writing, by Project Worksheet Number, date completed and total amount expended on the project, completion of the small projects. To initiate close-out of the large projects, the SUBRECIPIENT shall submit certification of completion on a STATEMENT OF DOCUMENTATION/FINAL INSPECTION REPORT form to the DEPARTMENT.

The DEPARTMENT will then complete a site inspection and a financial review of documentation to support the claimed costs. Certifications on small and large projects are due within sixty days following the completion of the project or receipt of the approved Project Worksheet, whichever date is later.

If SUBRECIPIENT is claiming the \$250 allowance for federal indirect costs, the SUBRECIPIENT shall submit certification that they have expended a minimum of \$250 attending the applicant briefing, kick off meeting, and/or the exit meeting prior to close-out.

After all of the projects have been certified as complete and approved for closure by FEMA, the DEPARTMENT will forward a final A19-1A State of Washington Invoice Voucher to the SUBRECIPIENT for release of the remaining funds due to the applicant for eligible costs, including any retainage previously withheld, and the allowance for federal indirect costs.

5. DOCUMENTATION / REPORTING REQUIREMENTS

For all Advance Payment the SUBRECIPIENT shall provide documentation and receipts for all costs related to the Advance Payment and provide such to the DEPARTMENT quarterly.

The SUBRECIPIENT is required to retain all documentation which adequately identifies the source and application of Public Assistance funds, including the federal indirect cost reimbursement, for six years following the closure of this disaster grant. For all funds received, source documentation includes adequate accounting of actual costs and recoveries incurred.

The SUBRECIPIENT shall also 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 the FFATA Form located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms> and return to the DEPARTMENT; which is incorporated by reference and made a part of this Agreement.

Quarterly Reports: The SUBRECIPIENT is required to submit to the DEPARTMENT a quarterly report indicating the status of all their large projects. The status shall identify the costs incurred to date, the percentage of work completed, the anticipated completion date of the project and whether cost under runs or over runs are expected. In addition, the SUBRECIPIENT should note in the comment field any challenges or issues associated with the project. Failure to submit a complete quarterly report within 15 days following the end of the quarter will result in suspension of all payments to the SUBRECIPIENT until a complete quarterly report is received by the DEPARTMENT. The quarterly report will serve as the basis for any FEMA Office of Chief Financial Officer (OCFO) funds reduction.

6. TIME EXTENSIONS

A time extension request is required to be forwarded to the DEPARTMENT by the SUBRECIPIENT for a project prior to the expiration of the approved completion date. If the project is approved and funded after the statutory approval time period for completion, then a time extension request must be submitted to the DEPARTMENT within fifteen days of receipt of the funding package.

In accordance with 44CFR206.204, the DEPARTMENT reserves the right, in its sole discretion, to consider and approve a time extension request after expiration of the approved completion date and

within the DEPARTMENT's statutory extension authority. Requests for time extensions beyond the DEPARTMENT's authority will be considered and approved by FEMA, at their sole discretion.

All determinations made regarding time extension requests will be based on a case by case evaluation of specific factual circumstances.

A time extension request must be in writing and identify the Project Worksheet number, the reason the project has not been completed within the prior approved completion period, the reason the time extension request was not submitted prior to the statutory approval time period (if applicable), a current status of the completion of the work, a detailed timeline for completion of the remaining elements, and an anticipated completion date for the completion of the remaining work. Failure to submit a time extension request in a timely manner may result in denial of the time extension request, and loss of funding for the related project.

7. PROCUREMENT

The SUBRECIPIENT shall comply with all procurement requirements of 2 CFR Part 200.318 through 200.326 and as specified in the General Terms and Conditions, Exhibit A.11.

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 will be to ensure that agencies receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.
- b. To document compliance with 2 CFR Part 200 Subpart F requirements, the SUBRECIPIENT shall complete and return to the DEPARTMENT "2 CFR Part 200 Subpart F Audit Certification Form" located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms> with the signed Agreement and each fiscal year thereafter until the Agreement is closed, which is incorporated by reference and made a part of this Agreement.
- c. Monitoring activities may include, but are not limited to:
 - i. review of financial and performance reports;
 - ii. monitoring and documenting the completion of Agreement deliverables;
 - iii. documentation of phone calls, meetings, e-mails, and correspondence;
 - iv. review of reimbursement requests and supporting documentation to ensure eligibility and consistency with Agreement work plan, budget, and federal requirements;
 - v. observation and documentation of Agreement related activities;
 - 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 and in 2 CFR Part 200 Subpart F, 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. If the SUBRECIPIENT fails to comply with federal or state statutes or regulations, or the terms and conditions of this Agreement, the DEPARTMENT may impose any additional subaward conditions as described in 2 CFR 200.207. If the DEPARTMENT determines that noncompliance cannot be remedied by imposing additional conditions, it may take one or more of the following actions:
 - i. Temporarily withhold cash payments pending correction of the deficiency by the SUBRECIPIENT.
 - ii. Wholly or partially suspend or terminate the subaward to the SUBRECIPIENT.
 - iii. Initiate suspension or debarment proceedings under 2 CFR 180 or recommend such a proceeding be initiated by the federal awarding agency.
 - iv. Withhold further federal awards for the project or program.
 - v. Take any other remedies that may be legally available.

f. The DEPARTMENT agrees to:

- i. Provide technical assistance during all monitoring or evaluation activities. The DEPARTMENT will coordinate and schedule the meetings necessary to conduct and complete all monitoring and evaluation activities.
- ii. Develop the SUBRECIPIENT's project worksheet(s) (PW) and supporting attachments with FEMA and the SUBRECIPIENT's assistance based upon the costs determined to be eligible.
- iii. Submit the SUBRECIPIENT's funding package to FEMA.
- iv. Notify the SUBRECIPIENT when funding approval is received, issue payment per the process described above see Article II, A.4 – Payments, and provide the SUBRECIPIENT with a copy of the approved project worksheet.
- v. Work with the SUBRECIPIENT to resolve any issues identified during the monitoring process.
- vi. Review and respond appropriately to the SUBRECIPIENT's requests for time extensions and changes.

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

All subrecipients 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 <http://www.lep.gov>.

B. FEMA STATE AGREEMENT TERMS AND CONDITIONS

As a subrecipient of FEMA funding, the SUBRECIPIENT shall comply with all applicable DHS/FEMA terms and conditions of the Presidential Declaration and the FEMA State Agreement, which are incorporated in and made a part of this Agreement in Appendix F of the Washington State Public Assistance Applicant Manual dated January 15, 2016 (**Attachment 4**).

**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 following 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. **"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 pass-through entity making a subaward to a subrecipient under this Agreement.
- b. **"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 200.93 for all other purposes. **"Monitoring Activities"** means all administrative, construction, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities and policies.
- c. **"Project"** means those actions funded through the Public Assistance Program and described in approved Project Worksheets. Projects may include one or more of the following: reimbursement of costs for emergency response, debris removal and/or repair or restoration of damaged public facilities. A project may be a small, large, improved, or alternate project.
- d. **"Investment Justification"** means grant application investment justification submitted by the SUBRECIPIENT describing the project for which federal funding is sought and provided under this Agreement. Such grant application investment justification is hereby incorporated into this Agreement by reference.

A.2 ADVANCE PAYMENTS

The DEPARTMENT shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement, except as required under 2 CFR 200.305 for federal grants. SUBRECIPIENT shall not invoice the DEPARTMENT in advance of delivery and invoicing of such goods or services, except as authorized under 2 CFR 200.305.

The DEPARTMENT pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C §5121-5207), Advance Payment process, FEMA will process a SUBRECIPIENT project worksheet which is provided to the state of Washington for direct disbursement to SUBRECIPIENT. Pursuant to these provisions and RCW 43.88.160(5), these grant funds are not subject to the advance payments prohibition and will be disbursed immediately to SUBRECIPIENT as grants authorized by law with subsequent authentication and certification of expenditures.

A.3 AMENDMENTS AND MODIFICATIONS

The SUBRECIPIENT or the DEPARTMENT may request, in writing, an amendment or modification of this Agreement. Modifications may be requested for Grant Agreement end date, budget or scope change. 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.

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 APPLICATION REPRESENTATION-MISREPRESENTATION, INACCURACY AND BREACH 188

The DEPARTMENT relies upon the SUBRECIPIENT's application in making its determinations as to eligibility for, selection for, and scope of funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

A.6 ASSURANCES

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. In addition, as a SUBRECIPIENT of FEMA funding, the SUBRECIPIENT shall comply with all applicable DHS terms and conditions as specified in Appendix I of the Washington State Public Assistance Applicant Manual dated January 15, 2016 incorporated in this Agreement as **Attachment 4**.

A.7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

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

The SUBRECIPIENT shall complete, sign, and return a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form located at <http://mil.wa.gov/emergency-management-division/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 sub-contractors or sub-recipients 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 sub-awards to sub-recipients for any amount. With respect to covered transactions, the SUBRECIPIENT may comply with this provision by obtaining a certification statement from the potential sub-contractor or sub-recipient or by checking the System for Award Management (<http://www.sam.gov>) 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" (<http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/>).

A.8 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the SUBRECIPIENT hereby certifies that to the best of their 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 sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

A.9 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

189

The SUBRECIPIENT and all its contractors 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, Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, as supplemented by Department of Labor regulations (41 CFR chapter 60); Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3); Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5); Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR part 15); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5); Energy Policy and Conservation Act (PL 94-163, 89 Stat. 871, 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), Title 44 of the Federal Regulations, 2 CFR Part 3002, 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.

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.

In the event of the SUBRECIPIENT's or its contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, 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 to comply with applicable laws, regulations, executive orders, OMB Circulars or policies.

A.10 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 such 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 subcontracts, a provision prohibiting such interest pursuant to this provision.

A.11 CONTRACTING & PROCUREMENT

a. The SUBRECIPIENT shall use a competitive procurement process in the procurement and award of any contracts with contractors or sub-contractors that are entered into under the original contract award. The procurement process followed shall be in accordance with 2 CFR Part 200.318 General procurement standards through 200.326 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 \$150,000, 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.

The procurement process followed shall be in accordance with 2 CFR Parts 200 and 3002, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations, as applicable to the SUB-GRANTEE. All subcontracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

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 200.322, 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 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).

b. The DEPARTMENT reserves the right to review the SUBRECIPIENT 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 200.318 through 2 CFR 200.326. 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 sub-contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

A.12 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.13 DISPUTES

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

A.14 DUPLICATION OF BENEFITS

The SUBRECIPIENT agrees that the funds for which federal or state assistance is requested does not, or will not, duplicate benefits or funds received for the same loss from any other source. The SUBRECIPIENT will pursue, and require sub-recipients to pursue, full payment of eligible insurance benefits for properties or any other losses covered in a project under this Agreement. The SUBRECIPIENT will repay the DEPARTMENT any funds provided under this grant agreement that are duplicated by other benefits, funds, or insurance proceeds. The SUBRECIPIENT will also seek recovery against any party or parties whose negligence or other intentional or tortious conduct may have caused or contributed to the expenditures for which these grants funds are provided. The SUBRECIPIENT will repay the DEPARTMENT any funds recovered by settlement, judgment or other court order in an action to recover funds provided by this grant. The SUBRECIPIENT shall notify the DEPARTMENT as early as possible and work in conjunction with the DEPARTMENT and FEMA to ensure appropriate apportionment of any duplicated or recovered payment.

A.15 HAZARDOUS SUBSTANCES

The SUBRECIPIENT shall inspect and investigate the proposed development/construction site for the presence of hazardous substances. The SUBRECIPIENT shall fully disclose to the DEPARTMENT the results of its inspection and investigation and all other knowledge the SUBRECIPIENT has as to the presence of any hazardous substances at the proposed development/construction project site. The SUBRECIPIENT will be responsible for any associated clean-up costs. "Hazardous Substance" is defined in RCW 70.105D.020 (10).

A.16 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 sub-contractors, 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 negligence¹⁹³ of the SUBRECIPIENT, or SUBRECIPIENT's agents or employees.

Insofar as the funding source, the DEPARTMENT of Homeland Security (DHS)/Federal Emergency Management Agency (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.17 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 and the Authorized Signature of the assigned SUBRECIPIENT Agent or Alternate for the SUBRECIPIENT Agent, 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. Further, only the Authorized Signature representative or Alternate for the SUBRECIPIENT shall have authority to sign reimbursement requests, certification of project completion, time extension requests, amendment and modification requests, requests for changes to project status, and other requests, certifications and documents authorized by or required under this Agreement.

A.18 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 scope of work and budget or unilaterally terminate or suspend 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.19 NONASSIGNABILITY

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

A.20 NONDISCRIMINATION

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

A.21 NOTICES

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

A.22 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA)

The SUBRECIPIENT represents and warrants that its work place 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.23 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 grant 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 arising from the ownership and operation of the project and agrees to hold the DEPARTMENT and 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.24 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.25 PRIVACY

Personal information collected, used or acquired in connection with this agreement shall be used solely for the purposes of this agreement. SUBRECIPIENT and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the DEPARTMENT or as provided by law or court order. SUBRECIPIENT agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

The DEPARTMENT reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the SUBRECIPIENT through this contract. The monitoring, auditing or investigating may include but is not limited to "salting" by the DEPARTMENT. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The SUBRECIPIENT agrees to indemnify and hold harmless the DEPARTMENT for any damages related to the SUBRECIPIENT's unauthorized use, loss or disclosure of personal information.

For purposes of this provision, personal information includes, but is not limited to, information identifiable to an individual that relates to a natural person's health, finances, education, business, use or receipt of governmental services, or other activities, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and other identifying numbers.

A.26 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.27 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.

The SUBRECIPIENT shall include language which acknowledges the funding contribution of the DEPARTMENT and FEMA to this project in any release or other publication developed or modified for, or referring to, the project.

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

A.28 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.

A.29 RECORDS AND REPORTS

- 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) year must be followed.

A.30 RECOVERY OF FUNDS

Any person who intentionally causes a condition for which funds are provided under this Agreement shall be liable for the costs incurred by the state and federal governments in responding to such disaster. In addition to its own duty to recover duplicated funds or funds expended due to the intentional or negligent actions of others. SUBRECIPIENT will cooperate in a reasonable manner with the DEPARTMENT and the United States in efforts to recover expenditures under this Grant Agreement.

A.31 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 grant 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 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.32 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.33 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

Non-federal entities as subrecipients 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 non-profit 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 Subpart F.

The **SUBRECIPIENT** shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any subrecipients or contractors 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.

Once the single audit has been completed and includes an audit findings, the **SUBRECIPIENT** must send a full copy of the audit to the **DEPARTMENT** and its corrective action plan no later than nine (9) months after the end of the **SUBRECIPIENT**'s fiscal year(s) to:

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

If Contractor claims it is exempt from the audit requirements of 2 CFR Part 200 Subpart F, the **SUBRECIPIENT** must send a letter identifying this Agreement and explaining the criteria for exemption no later than nine (9) months after the end of the **SUBRECIPIENT**'s fiscal year(s) to the address listed above.

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.

The **SUBRECIPIENT** shall include the above audit requirements in any subawards.

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.34 SUBRECIPIENT NOT EMPLOYEE

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

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

A.35 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.36 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's 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 by providing ten (10) calendar days written notice, beginning on the second day after mailing to the SUBRECIPIENT. Upon notice of termination for convenience, the DEPARTMENT reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the SUBRECIPIENT from incurring additional obligations of funds. In the event of termination, the SUBRECIPIENT shall be liable for all damages as authorized by law. The rights and remedies of the DEPARTMENT provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

A.37 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 SUBGRANTEE 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.,¹⁹⁸ 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.38 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 the 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, and 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 sub-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 sub-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 sub-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.39 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

The SUBRECIPIENT shall comply with 2 CFR §200.321 and will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible and will take all necessary affirmative steps to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Agreement. The following steps are required by the Subrecipient if any contracts with contractors or sub-contractors are entered into under the original contract award:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The SUBRECIPIENT may also set utilization standards, based upon local conditions or may utilize the State of Washington MWBE goals, as identified in. WAC 326-30-041.

A.40 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.41 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.

Index #19

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 03/14/2016

AGENDA ITEM: Washington State Military Department Public Assistance Grant Agreement – August Windstorm	
PREPARED BY: Diana Rose	DIRECTOR APPROVAL:
DEPARTMENT: Executive	
ATTACHMENTS: Public Assistance Grant Agreement D16-455	
BUDGET CODE:	AMOUNT:
SUMMARY:	

The City of Marysville occurred unanticipated expenses during the August 29, 2015 Windstorm Event. This windstorm caused a transfer switch to go out at the Edwards Springs Reservoir as well as additional staff overtime and costs associated with keeping the generators fueled and operational. The August 29th Windstorm was a federally declared event which allows the City of Marysville to work with the Washington State Military Department and FEMA to get a portion of all eligible costs reimbursed to the city through a grant agreement.

RECOMMENDED ACTION:

Staff recommends Council approve and allow the Mayor to sign the Public Assistance Grant Agreement D16-455.

**Washington State Military Department
PUBLIC ASSISTANCE GRANT AGREEMENT FACE SHEET**

203

1. SUBRECIPIENT Name and Address: City of Marysville 1049 State Avenue Marysville, WA 98270-4234		2. Grant Agreement Amount: To be determined, based upon approved project worksheets		3. Grant Number: D16-455	
4. SUBRECIPIENT, phone/email: 360-363-8096/drose@marysvillewa.gov		5. Grant Agreement Start Date: October 15, 2015		6. Grant Agreement End Date: October 15, 2019	
7. DEPARTMENT Program Manager, phone/email: Gerard Urbas, (253) 512-7402 Gary.urbas@mil.wa.gov		8. Data Universal Numbering System (DUNS): 076658673		9. UBI # (state revenue):	
10. Funding Authority: Washington State Military Department (the "DEPARTMENT"), and Federal Emergency Management Agency (FEMA)					
11. Funding Source Agreement #: FEMA-4242-DR-WA		12. Program Index # 764JC (Federal)/762JE (State)/ 764JF (Admin)	13. Catalog of Federal Domestic Asst. (CFDA) # & Title: 97.036, Public Assistance		14. TIN or SSN: 91-<u>12001459</u>
15. Total Federal Award Amount: N/A			16. Federal Award Date: N/A		
17. Service Districts: (BY LEGISLATIVE DISTRICT): 38-40 44th (BY CONGRESSIONAL DISTRICT): 1, 2th		18. Service Area by County(ies): Snohomish County		19. Women/Minority-Owned, State Certified?: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____	
20. Contract 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. Contractor 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. Contractor Type (check all that apply) <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> VENDOR <input type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> OTHER		
24. BRIEF DESCRIPTION: Presidential Disaster Declaration # FEMA-4242-DR-WA-Washington Severe Windstorm. To provide funds to the SUBRECIPIENT for the repair or restoration of damaged public facilities as approved by FEMA in project worksheets describing eligible scopes of work and associated funding. The DEPARTMENT is the Recipient and Pass-through Entity of the Presidential Disaster Declaration # FEMA-4242-DR-WA-Washington Severe Windstorm and FEMA State Agreement, which are incorporated by reference, and makes 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, references and attachments hereto and have executed this Agreement as of the date and year written below. This Agreement Face Sheet, Special Terms and Conditions (Attachment 1), General Terms and Conditions (Attachment 2), Project Worksheet Sample (Attachment 3), Washington State Public Assistance Applicant Manual dated October 15, 2015 (Attachment 4), and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.					
In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:					
1. Applicable Federal and State Statutes and Regulations		5. Special Terms and Conditions			
2. DHS Standard Terms and Conditions		6. General Terms and Conditions, and,			
3. Presidential Declaration, FEMA State Agreement, and other Documents		7. Other provisions of the contract incorporated by reference.			
4. Statement of Work and/or Project Description as outlined in FEMA approved Project Worksheet(s)					
WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below.					
FOR THE DEPARTMENT:			FOR THE SUBRECIPIENT:		
_____ Signature		_____ Signature		_____ Date	
Richard A. Woodruff, Contracts Administrator Washington State Military Department			print or type name: _____		
BOILERPLATE APPROVED AS TO FORM: Dawn C. Cortez (signature on file 10/29/2015) Assistant Attorney General			APPROVED AS TO FORM: _____ SUBRECIPIENT's Attorney		
			_____ Date		

Form 10/21/2015 ml

Attachment 1

ARTICLE I – KEY PERSONNEL

The individuals listed below shall be considered key personnel and point of contact. Any substitution by either party must be submitted in writing.

SUBRECIPIENT		MILITARY DEPARTMENT	
Name	City of Marysville	Name	Gerard Urbas
Title	Diana Rose Risk/Emergency Mgr.	Title	Deputy State Coordinating Officer Public Assistance
E-Mail	drose@marysville.wa.gov	E-Mail	gary.urbas@mil.wa.gov
Phone	(360) 303 8096	Phone	(253) 512-7402

ARTICLE II - ADMINISTRATIVE 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 FEMA applicable to the Presidential Declaration including, but not limited to, all criteria, restrictions, and requirements of the “FEMA State Agreement” published by FEMA and the federal regulations commonly applicable to FEMA grants, all of which are incorporated herein by reference. The Presidential Declaration and the FEMA State Agreement are incorporated in this Agreement by reference.

The SUBRECIPIENT shall comply with the Washington State Public Assistance Applicant Manual dated October 15, 2015 incorporated in this Agreement as **Attachment 4**. The DHS Standard Terms and Conditions are incorporated by reference in this Agreement in Appendix F of the Washington State Public Assistance Applicant Manual dated October 15, 2015.

The SUBRECIPIENT acknowledges that since this Agreement involves federal award funding, the period of performance described herein 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.

Federal funding is provided by FEMA and is administered by the DEPARTMENT. Under the authority of Presidential Disaster Declaration number FEMA 4242-DR-WA, the DEPARTMENT is reimbursing the SUBRECIPIENT for those approved eligible costs and activities necessary under the Public Assistance Grant Program during the incident period beginning August 29, 2015 to August 29, 2015. Eligible costs and activities will be identified in Project Worksheets approved by FEMA and a Project Worksheet Sample is incorporated as **Attachment 3**. The DEPARTMENT is also providing Advance Payments to the SUBRECIPIENT where provided by FEMA and required and allowed by law. Any interest earned on advance payments (except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. 6501 et seq.) and the Indian Self-Determination Act (23 U.S.C. 450)) shall be promptly, but at least quarterly, remitted to the DEPARTMENT to be paid to FEMA. The subgrantee may keep interest amounts up to \$100 per year for administrative expenses.

A. STATE AND FEDERAL REQUIREMENTS FOR PUBLIC ASSISTANCE GRANTS:

The following requirements apply to all DHS/FEMA Presidential Disasters administered by the DEPARTMENT.

1. FUNDING

The DEPARTMENT will administer the Public Assistance Grant Program, provide Advance payments, and reimburse approved eligible Public Assistance costs to the SUBRECIPIENT that are identified under the auspices of Presidential Disaster Declaration Number FEMA-4242-DR-WA and authorized by and consistent with the Stafford Act (P.L. 93-288, as amended) and applicable regulations.

It is understood that no final dollar figure is committed to at the time that this Agreement is executed, but that financial commitments will be made by amendments to the project application as Project Worksheets are completed in the field and projects are authorized by state and federal officials.

Pursuant to the FEMA-STATE AGREEMENT, FEMA will contribute **75** percent of the eligible costs for any eligible project and 100 percent of the federal indirect costs, up to \$250, as provided for in subsection 3.E. of Article II of this Public Assistance Agreement. The SUBRECIPIENT commits to providing the remaining **25** percent non-federal match to any eligible project that has been identified under the Presidential Disaster Declaration number FEMA-4242-DR-WA, subject to the following exceptions:

DEPARTMENT Match: The Washington State Legislature may authorize the DEPARTMENT to provide a match to the SUBRECIPIENT's non-federal share of eligible projects. Provision of a match by the DEPARTMENT, if authorized by the Washington State Legislature, shall not require amendment of this Agreement. If DEPARTMENT match funds are committed to the non-federal share by the DEPARTMENT pursuant to legislative authorization, the DEPARTMENT will formally notify the SUBRECIPIENT of the match in writing which will include information identifying any related reduction in the SUBRECIPIENT's percentage commitment.

Donated Resources: FEMA will credit the SUBRECIPIENT for the value of certain volunteer labor, donated equipment, and donated materials used in the performance of eligible emergency work – categories A and B, referred to as Donated Resources. The Donated Resources are recognized by FEMA in a Project Worksheet. Donated Resources offset the non-federal share of the eligible emergency work approved in Project Worksheets. For non-state agency SUBRECIPIENTS, the donated resource value will first be applied to the SUBRECIPIENT's non-federal share, and, if a DEPARTMENT match is authorized, any remaining donated resource value will be applied to the DEPARTMENT's share. The value of the Donated Resources are calculated as described in FEMA Policy 9525.2, and are capped at the non-Federal share of approved eligible emergency work costs. The Federal share of the Donated Resources will not exceed the non-federal share of eligible emergency work costs approved in Project Worksheets. Any excess credit can be credited only to other eligible emergency work costs, for the same SUBRECIPIENT in the same disaster. The value of excess donated resources cannot be credited toward or transferred to another eligible SUBRECIPIENT, or toward other State obligations. The DEPARTMENT does not match a FEMA donated resource credit.

The Project Worksheet, sample provided in Attachment 3, is required to be completed by FEMA or State Project Specialists.

2. GRANT AGREEMENT PERIOD

- a. Activities payable under this Agreement and to be performed by the SUBRECIPIENT under this Agreement shall be those activities which occurred during or subsequent to the incident period defined in the FEMA State Agreement, and shall terminate upon completion of the project(s) approved by federal and state officials, including completion of close-out and audit. This period shall be referred to as the "Grant Agreement Period."
- b. The Grant Agreement Period shall only be extended by (1) written notification of FEMA approval of the Grant Agreement Period followed up with a mutually agreed written amendment, or (2) written notification from the DEPARTMENT to the SUBRECIPIENT issued by the DEPARTMENT to address extensions of its underlying federal grant performance period or to provide additional time for completion of the SUBRECIPIENT's project(s).

3. PAYMENTS

The DEPARTMENT, using funds granted for the purposes of the Presidential Disaster Declaration from FEMA, shall issue payments to the SUBRECIPIENT in compliance with the Washington State Public Assistance Applicant Manual dated October 15, 2015 (**Attachment 4**) procedures as follows:

- a. **Small Project Payments:** Payments are made for all small projects to the SUBRECIPIENT upon submission and approval of an A19-1A State of Washington Invoice Voucher to the DEPARTMENT, after FEMA has approved funding through approval of Project Worksheets.
- b. **Progress Payments:** Progress payment of funds for costs already incurred on large projects minus 10 percent retainage may be made to the SUBRECIPIENT upon submission by the SUBRECIPIENT of an A19-1A State of Washington Invoice Voucher, a letter of request, and a spreadsheet identifying the claimed costs supporting the payment request and approval by the DEPARTMENT.

- c. Improved Projects: Payments on improved projects will be pro-rated based upon the percentage of the project that is funded under this disaster grant to the overall project cost. This percentage²⁰⁶ will be identified when the first payment on the improved project is made. Progress payments will be made as outlined above in Section B.
- d. Final Payment: Final Payment on a large project will be made following submission by the SUBRECIPIENT of a certification of completion on the STATEMENT OF DOCUMENTATION/FINAL INSPECTION REPORT form upon completion of project(s), completion of all final inspections by the DEPARTMENT, and final approval by FEMA. Final payment on a large project will include any retainage withheld during progress payments. Final payments may also be conditional upon financial review, if determined necessary by the DEPARTMENT or FEMA. Adjustments to the final payment may be made following any audits conducted by the Washington State Auditor's Office, the United States Inspector General or other federal or state agency.
- e. The SUBRECIPIENT is eligible to receive a \$250 allowance for federal indirect costs, upon completion and closure of the disaster grant. Documentation of costs involved with attending applicant briefing, kick off meeting, and the exit meeting should be retained in the SUBRECIPIENT's files to support federal indirect cost reimbursement.
- f. All payment requests shall be made on an A19-1A form, State of Washington, Invoice Voucher. Payments will be made by electronic fund transfer to the SUBRECIPIENT's account.
- g. Federal funding shall not exceed the total federal contribution eligible for Public Assistance costs under Presidential Disaster Declaration number FEMA-4242-DR-WA.
- h. For state agencies, the DEPARTMENT will, through interagency reimbursement procedures, transfer payment to the SUBRECIPIENT. Payment will be transferred by journal voucher to Agency No. _____, Accounting Fund No. _____.
- i. Within the total Grant Agreement Amount, travel, sub-contracts, salaries, benefits, printing, equipment, and other goods and services will be reimbursed on an actual cost basis unless otherwise provided in this Agreement.
- j. For travel costs, SUBRECIPIENTS shall comply with 2 CFR 200.474 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 <http://www.gsa.gov>, and follow the most restrictive.
- k. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without written approval by DEPARTMENT Key Personnel.
- l. 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 local, state, or federal auditors.
- m. 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 45 days after the Grant Agreement End Date, except as otherwise authorized by written amendment of this Agreement and issued by the DEPARTMENT.
- n. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the SUBRECIPIENT, its subrecipient or contractor, or any non-federal entity to which the SUBRECIPIENT makes a subaward, and is invoiced by the vendor.
- o. SUBRECIPIENTS shall only use federal award funds under this Agreement to supplement existing funds, and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The SUBRECIPIENT may be required to demonstrate and document that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

The DEPARTMENT shall provide Advance Payments as provided by FEMA and as required and authorized by law.

4. CLOSEOUT

To initiate close-out, the SUBRECIPIENT is required to certify in writing, by Project Worksheet Number, date completed and total amount expended on the project, completion of the small projects. To initiate close-out of the large projects, the SUBRECIPIENT shall submit certification of completion on a STATEMENT OF DOCUMENTATION/FINAL INSPECTION REPORT form to the DEPARTMENT.

The DEPARTMENT will then complete a site inspection and a financial review of documentation to support the claimed costs. Certifications on small and large projects are due within sixty days following the completion of the project or receipt of the approved Project Worksheet, whichever date is later.

If SUBRECIPIENT is claiming the \$250 allowance for federal indirect costs, the SUBRECIPIENT shall submit certification that they have expended a minimum of \$250 attending the applicant briefing, kick off meeting, and/or the exit meeting prior to close-out.

After all of the projects have been certified as complete and approved for closure by FEMA, the DEPARTMENT will forward a final A19-1A State of Washington Invoice Voucher to the SUBRECIPIENT for release of the remaining funds due to the applicant for eligible costs, including any retainage previously withheld, and the allowance for federal indirect costs.

5. DOCUMENTATION / REPORTING REQUIREMENTS

For all Advance Payment the SUBRECIPIENT shall provide documentation and receipts for all costs related to the Advance Payment and provide such to the DEPARTMENT quarterly.

The SUBRECIPIENT is required to retain all documentation which adequately identifies the source and application of Public Assistance funds, including the federal indirect cost reimbursement, for six years following the closure of this disaster grant. For all funds received, source documentation includes adequate accounting of actual costs and recoveries incurred.

The SUBRECIPIENT shall also 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 the FFATA Form located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms> and return to the DEPARTMENT; which is incorporated by reference and made a part of this Agreement.

Quarterly Reports: The SUBRECIPIENT is required to submit to the DEPARTMENT a quarterly report indicating the status of all their large projects. The status shall identify the costs incurred to date, the percentage of work completed, the anticipated completion date of the project and whether cost under runs or over runs are expected. In addition, the SUBRECIPIENT should note in the comment field any challenges or issues associated with the project. Failure to submit a complete quarterly report within 15 days following the end of the quarter will result in suspension of all payments to the SUBRECIPIENT until a complete quarterly report is received by the DEPARTMENT. The quarterly report will serve as the basis for any FEMA Office of Chief Financial Officer (OCFO) funds reduction.

6. TIME EXTENSIONS

A time extension request is required to be forwarded to the DEPARTMENT by the SUBRECIPIENT for a project prior to the expiration of the approved completion date. If the project is approved and funded after the statutory approval time period for completion, then a time extension request must be submitted to the DEPARTMENT within fifteen days of receipt of the funding package.

In accordance with 44CFR206.204, the DEPARTMENT reserves the right, in its sole discretion, to consider and approve a time extension request after expiration of the approved completion date and within the DEPARTMENT's statutory extension authority. Requests for time extensions beyond the DEPARTMENT's authority will be considered and approved by FEMA, at their sole discretion.

All determinations made regarding time extension requests will be based on a case by case evaluation of specific factual circumstances.

A time extension request must be in writing and identify the Project Worksheet number, the reason the project has not been completed within the prior approved completion period, the reason the time extension request was not submitted prior to the statutory approval time period (if applicable), a current status of the completion of the work, a detailed timeline for completion of the remaining elements, and

an anticipated completion date for the completion of the remaining work. Failure to submit a ²⁰⁸time extension request in a timely manner may result in denial of the time extension request, and loss of funding for the related project.

7. PROCUREMENT

The SUBRECIPIENT shall comply with all procurement requirements of 2 CFR Part 200.318 through 200.326 and as specified in the General Terms and Conditions, Exhibit A.11.

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 will be to ensure that agencies receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.
- b. To document compliance with 2 CFR Part 200 Subpart F requirements, the SUBRECIPIENT shall complete and return to the DEPARTMENT 2 CFR Part 200 Subpart F Audit Certification Form" located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms> with the signed Agreement and each fiscal year thereafter until the Agreement is closed, which is incorporated by reference and made a part of this Agreement.
- c. Monitoring activities may include, but are not limited to:
 - i. review of financial and performance reports;
 - ii. monitoring and documenting the completion of Agreement deliverables;
 - iii. documentation of phone calls, meetings, e-mails, and correspondence;
 - iv. review of reimbursement requests and supporting documentation to ensure eligibility and consistency with Agreement work plan, budget, and federal requirements;
 - v. observation and documentation of Agreement related activities;
 - 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 and in 2 CFR Part 200 Subpart F, 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. If the SUBRECIPIENT fails to comply with federal or state statutes or regulations, or the terms and conditions of this Agreement, the DEPARTMENT may impose any additional subaward conditions as described in 2 CFR 200.207. If the DEPARTMENT determines that noncompliance cannot be remedied by imposing additional conditions, it may take one or more of the following actions:
 - i. Temporarily withhold cash payments pending correction of the deficiency by the SUBRECIPIENT.
 - ii. Wholly or partially suspend or terminate the subaward to the SUBRECIPIENT.
 - iii. Initiate suspension or debarment proceedings under 2 CFR 180 or recommend such a proceeding be initiated by the federal awarding agency.
 - iv. Withhold further federal awards for the project or program.
 - v. Take any other remedies that may be legally available.
- f. The DEPARTMENT agrees to:
 - i. Provide technical assistance during all monitoring or evaluation activities. The DEPARTMENT will coordinate and schedule the meetings necessary to conduct and complete all monitoring and evaluation activities.
 - ii. Develop the SUBRECIPIENT's project worksheet(s) (PW) and supporting attachments with FEMA and the SUBRECIPIENT's assistance based upon the costs determined to be eligible.
 - iii. Submit the SUBRECIPIENT's funding package to FEMA.

- iv. Notify the SUBRECIPIENT when funding approval is received, issue payment per the process described above see Article II, A.4 – Payments, and provide the SUBRECIPIENT with a copy of the approved project worksheet.
- v. Work with the SUBRECIPIENT to resolve any issues identified during the monitoring process.
- vi. Review and respond appropriately to the SUBRECIPIENT's requests for time extensions and changes.

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

All subrecipients 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 <http://www.lep.gov>.

B. FEMA STATE AGREEMENT TERMS AND CONDITIONS

As a subrecipient of FEMA funding, the SUBRECIPIENT shall comply with all applicable DHS/FEMA terms and conditions of the Presidential Declaration and the FEMA State Agreement, which are incorporated in and made a part of this Agreement in Appendix F of the Washington State Public Assistance Applicant Manual dated October 15, 2015 (**Attachment 4**).

**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 following 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. **"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 pass-through entity making a subaward to a subrecipient under this Agreement.
- b. **"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 200.93 for all other purposes. **"Monitoring Activities"** means all administrative, construction, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities and policies.
- c. **"Project"** means those actions funded through the Public Assistance Program and described in approved Project Worksheets. Projects may include one or more of the following: reimbursement of costs for emergency response, debris removal and/or repair or restoration of damaged public facilities. A project may be a small, large, improved, or alternate project.
- d. **"Investment Justification"** means grant application investment justification submitted by the SUBRECIPIENT describing the project for which federal funding is sought and provided under this Agreement. Such grant application investment justification is hereby incorporated into this Agreement by reference.

A.2 ADVANCE PAYMENTS

The DEPARTMENT shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement, except as required under 2 CFR 200.305 for federal grants. SUBRECIPIENT shall not invoice the DEPARTMENT in advance of delivery and invoicing of such goods or services, except as authorized under 2 CFR 200.305.

The DEPARTMENT pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C §5121-5207), Advance Payment process, FEMA will process a SUBRECIPIENT project worksheet which is provided to the state of Washington for direct disbursement to SUBRECIPIENT. Pursuant to these provisions and RCW 43.88.160(5), these grant funds are not subject to the advance payments prohibition and will be disbursed immediately to SUBRECIPIENT as grants authorized by law with subsequent authentication and certification of expenditures.

A.3 AMENDMENTS AND MODIFICATIONS

The SUBRECIPIENT or the DEPARTMENT may request, in writing, an amendment or modification of this Agreement. Modifications may be requested for Grant Agreement end date, budget or scope change. 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.

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 APPLICATION REPRESENTATION-MISREPRESENTATION, INACCURACY AND BREACH

The DEPARTMENT relies upon the SUBRECIPIENT's application in making its determinations as to eligibility for, selection for, and scope of funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

A.6 ASSURANCES

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. In addition, as a SUBRECIPIENT of FEMA funding, the SUBRECIPIENT shall comply with all applicable DHS terms and conditions as specified in Appendix I of the Washington State Public Assistance Applicant Manual dated October 15, 2015 incorporated in this Agreement as **Attachment 4**.

A.7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

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

The SUBRECIPIENT shall complete, sign, and return a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form located at <http://mil.wa.gov/emergency-management-division/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 sub-contractors or sub-recipients 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 sub-awards to sub-recipients for any amount. With respect to covered transactions, the SUBRECIPIENT may comply with this provision by obtaining a certification statement from the potential sub-contractor or sub-recipient or by checking the System for Award Management (<http://www.sam.gov>) 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" (<http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/>).

A.8 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the SUBRECIPIENT hereby certifies that to the best of their 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 sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

A.9 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The SUBRECIPIENT and all its contractors shall comply with, and the DEPARTMENT is²¹² 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, Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, as supplemented by Department of Labor regulations (41 CFR chapter 60); Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3); Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5); Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR part 15); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5); Energy Policy and Conservation Act (PL 94-163, 89 Stat. 871, 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), Title 44 of the Federal Regulations, 2 CFR Part 3002, 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.

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.

In the event of the SUBRECIPIENT's or its contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, 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 to comply with applicable laws, regulations, executive orders, OMB Circulars or policies.

A.10 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 such 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 subcontracts, a provision prohibiting such interest pursuant to this provision.

A.11 CONTRACTING & PROCUREMENT

a. The SUBRECIPIENT shall use a competitive procurement process in the procurement and award of any contracts with contractors or sub-contractors that are entered into under the original contract award. The procurement process followed shall be in accordance with 2 CFR Part 200.318 General procurement standards through 200.326 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 \$150,000, 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., p2339), 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.

The procurement process followed shall be in accordance with 2 CFR Parts 200 and 3002, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations, as applicable to the SUB-GRANTEE. All subcontracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

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 200.322, 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 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).

b. The DEPARTMENT reserves the right to review the SUBRECIPIENT 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 200.318 through 2 CFR 200.326. 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 sub-contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

A.12 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, or other law or court order.

A.13 DISPUTES

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

A.14 DUPLICATION OF BENEFITS

The SUBRECIPIENT agrees that the funds for which federal or state assistance is requested does not, or will not, duplicate benefits or funds received for the same loss from any other source. The SUBRECIPIENT will pursue, and require sub-recipients to pursue, full payment of eligible insurance benefits for properties or any other losses covered in a project under this Agreement. The SUBRECIPIENT will repay the DEPARTMENT any funds provided under this grant agreement that are duplicated by other benefits, funds, or insurance proceeds. The SUBRECIPIENT will also seek recovery against any party or parties whose negligence or other intentional or tortious conduct may have caused or contributed to the expenditures for which these grants funds are provided. The SUBRECIPIENT will repay the DEPARTMENT any funds recovered by settlement, judgment or other court order in an action to recover funds provided by this grant. The SUBRECIPIENT shall notify the DEPARTMENT as early as possible and work in conjunction with the DEPARTMENT and FEMA to ensure appropriate apportionment of any duplicated or recovered payment.

A.15 HAZARDOUS SUBSTANCES

The SUBRECIPIENT shall inspect and investigate the proposed development/construction site for the presence of hazardous substances. The SUBRECIPIENT shall fully disclose to the DEPARTMENT the results of its inspection and investigation and all other knowledge the SUBRECIPIENT has as to the presence of any hazardous substances at the proposed development/construction project site. The SUBRECIPIENT will be responsible for any associated clean-up costs. "Hazardous Substance" is defined in RCW 70.105D.020 (10).

A.16 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 sub-contractors, 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 SUBRECIPIENT's agents or employees.

Insofar as the funding source, the DEPARTMENT of Homeland Security (DHS)/Federal Emergency Management Agency (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.17 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 and the Authorized Signature of the assigned SUBRECIPIENT Agent or Alternate for the SUBRECIPIENT Agent, 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. Further, only the Authorized Signature representative or Alternate for the SUBRECIPIENT shall have authority to sign reimbursement requests, certification of project completion, time extension requests, amendment and modification requests, requests for changes to project status, and other requests, certifications and documents authorized by or required under this Agreement.

A.18 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 scope of work and budget or unilaterally terminate or suspend 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.19 NONASSIGNABILITY

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

A.20 NONDISCRIMINATION

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

A.21 NOTICES

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

A.22 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA)

The SUBRECIPIENT represents and warrants that its work place 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.23 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 grant 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 arising from the ownership and operation of the project and agrees to hold the DEPARTMENT and 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.24 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.25 PRIVACY

Personal information collected, used or acquired in connection with this agreement shall be used solely for the purposes of this agreement. SUBRECIPIENT and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the DEPARTMENT or as provided by law or court order. SUBRECIPIENT agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

The DEPARTMENT reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the SUBRECIPIENT through this contract. The monitoring, auditing or investigating may include but is not limited to "salting" by the DEPARTMENT. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The SUBRECIPIENT agrees to indemnify and hold harmless the DEPARTMENT for any damages related to the SUBRECIPIENT's unauthorized use, loss or disclosure of personal information.

For purposes of this provision, personal information includes, but is not limited to, information identifiable to an individual that relates to a natural person's health, finances, education, business, use or receipt of governmental services, or other activities, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and other identifying numbers.

A.26 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.27 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.

The SUBRECIPIENT shall include language which acknowledges the funding contribution of the DEPARTMENT and FEMA to this project in any release or other publication developed or modified for, or referring to, the project.

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

A.28 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. ²¹⁸

A.29 RECORDS AND REPORTS

- 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) year must be followed.

A.30 RECOVERY OF FUNDS

Any person who intentionally causes a condition for which funds are provided under this Agreement shall be liable for the costs incurred by the state and federal governments in responding to such disaster. In addition to its own duty to recover duplicated funds or funds expended due to the intentional or negligent actions of others. SUBRECIPIENT will cooperate in a reasonable manner with the DEPARTMENT and the United States in efforts to recover expenditures under this Grant Agreement.

A.31 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 grant 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 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.32 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.33 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

219

Non-federal entities as subrecipients 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 non-profit 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 Subpart F.

The SUBRECIPIENT shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any subrecipients or contractors 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.

Once the single audit has been completed and includes an audit findings, the SUBRECIPIENT must send a full copy of the audit to the DEPARTMENT and its corrective action plan no later than nine (9) months after the end of the SUBRECIPIENT’s fiscal year(s) to:

Contracts Office

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

If Contractor claims it is exempt from the audit requirements of 2 CFR Part 200 Subpart F, the SUBRECIPIENT must send a letter identifying this Agreement and explaining the criteria for exemption no later than nine (9) months after the end of the SUBRECIPIENT’s fiscal year(s) to the address listed above.

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.

The SUBRECIPIENT shall include the above audit requirements in any subawards.

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.34 SUBRECIPIENT NOT EMPLOYEE

The parties intend that an independent contractor relationship will be created by this Agreement. The SUBRECIPIENT, and/or employees or agents performing under this Agreement are not employees or agents of the DEPARTMENT in any manner whatsoever. The SUBRECIPIENT will not be presented as nor claim to be an officer or employee of the DEPARTMENT or of the State of Washington by reason of this Agreement, nor will the SUBRECIPIENT make any claim, demand, or application to or for

any right or privilege applicable to an officer or employee of the DEPARTMENT or of the State of Washington by reason of this Agreement, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

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

A.35 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.36 TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this Agreement, the SUBRECIPIENT may terminate this Agreement by providing written notice of such termination to the DEPARTMENTs 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 by providing ten (10) calendar days written notice, beginning on the second day after mailing to the SUBRECIPIENT. Upon notice of termination for convenience, the DEPARTMENT reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the SUBRECIPIENT from incurring additional obligations of funds. In the event of termination, the SUBRECIPIENT shall be liable for all damages as authorized by law. The rights and remedies of the DEPARTMENT provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

A.37 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 SUBGRANTEE 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.38 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 the 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, and 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 sub-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 sub-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 sub-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.39 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

The SUBRECIPIENT shall comply with 2 CFR §200.321 and will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible and will take all necessary affirmative steps to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Agreement. The following steps are required by the Subrecipient if any contracts with contractors or sub-contractors are entered into under the original contract award:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The SUBRECIPIENT may also set utilization standards, based upon local conditions or may utilize the State of Washington MWBE goals, as identified in. WAC 326-30-041.

A.40 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.41 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.

PROJECT WORKSHEET SAMPLE

U.S. DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY

O.M.B. No. 1660-0017

PROJECT WORKSHEET

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this form is estimated to average 90 minutes per response. Burden means the time, effort and financial resources expended by persons to generate, maintain, disclose, or to provide information to us. You may send comments regarding the accuracy of the burden estimate and or any aspect of the collection, including suggestions for reducing the burden to: Information Collections Management, U. S. Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (OMB Control Number 1660-0017). You are not required to respond to this collection of information unless a valid OMB number appears in the upper right corner of this form. **NOTE: Do not send your completed form to this address.**

DISASTER F _____ - R _____	PROJECT NO.	PA ID NO.	DATE	CATEGORY
-------------------------------	-------------	-----------	------	----------

DAMAGED FACILITY	WORK COMPLETE AS OF: _____ : _____ %
------------------	---

SUBRECIPIENT	COUNTY
--------------	--------

LOCATION	LATITUDE	LONGITUDE
----------	----------	-----------

DAMAGE DESCRIPTION AND DIMENSIONS

SCOPE OF WORK

Does the Scope of Work change the pre-disaster conditions at the site? Yes No
 Special Considerations issues included? Yes No Hazard Mitigation proposal included? Yes No
 Is there insurance coverage on this facility? Yes No

PROJECT COST

I T	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
			/		
			/		
			/		
			/		
			/		
			/		
			/		
			/		
			/		
			/		

TOTAL COST

PREPARED BY	TITLE	SIGNATURE
-------------	-------	-----------

SUBRECIPIENT REP.	TITLE	SIGNATURE
-------------------	-------	-----------

Index #20

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

CITY COUNCIL MEETING DATE: 3/14/16

AGENDA ITEM: Agreement for Joint Operation of Fire and Emergency Medical Protection Facilities	
PREPARED BY: Gloria Hirashima, Chief Administrative Officer	DIRECTOR APPROVAL:
DEPARTMENT: Executive	
ATTACHMENTS: Revised Agreement	
BUDGET CODE:	AMOUNT:
SUMMARY:	

The Fire District #12 Commissioners transmitted the revised agreement for joint operation for your review. The City transmitted the original agreement to the District on November 20, 2016. The District considered the proposal at their November, December, and January meetings and has asked for the City’s response to the changes.

RECOMMENDED ACTION: Provide direction to staff on the revised agreement.
--

**AGREEMENT FOR JOINT OPERATION OF
FIRE AND EMERGENCY MEDICAL PROTECTION FACILITIES**

THIS AGREEMENT is entered into between SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 12, a municipal corporation, hereafter referred to as "District 12," and the CITY OF MARYSVILLE, a municipal corporation, hereafter referred to as "City."

This agreement is entered into by the City under the authority of RCW 35A.11.040 and District 12 under the authority of RCW 52.12.031 and in conformity with Chapter 39.34 RCW, the Interlocal Cooperation Act.

The City and District 12 previously each maintained and operated their own fire department to provide fire protection, fire suppression and emergency medical services in its respective area.

The City and District 12 determined that it is in the best interest of each of the municipal corporations to establish a Consolidated Fire Department to be operated under the control and direction of a Board of Directors as defined by this agreement.

The City and District 12 initially entered into an Agreement for Joint Operations of Fire and Emergency Medical Protection Facilities on October 16, 1991 with updates on September 15, 1993 and have now determined that further updates and revisions to the agreement are appropriate and necessary. Accordingly, the parties wish to enter into this agreement and any amendments thereto.

To carry out the purposes of this agreement and in consideration of the benefits to be received by each party, it is agreed as follows:

1. **DEFINITIONS.** The following terms, when used in this agreement, shall be defined as follows:
 - 1.1. "City" shall mean the City of Marysville.
 - 1.2. "District 12" shall mean Snohomish County Fire Protection District No. 12.
 - 1.3. "Department", "Fire Department" "District" or "Consolidated Fire Department" shall mean the combined operating fire departments of the City and District 12, hereinafter referred to as the "Marysville Fire District."
 - 1.4. "Fire Chief" shall mean the chief of the Fire Department appointed by the Board of Directors.
 - 1.5. "Board of Directors" or "Board" shall mean the joint board composed of three appointees of the City and up to six appointees of the District as further described in paragraph 4 below.

2. **TERM.** This agreement shall be effective August 1, 2003 and shall terminate December 31, 2016 unless extended by mutual written agreement of the parties. ~~continue for a minimum term of four (4) years. In the event either party shall desire to terminate this~~

~~agreement after the expiration of the term, such party shall give to the other party thirty-six (36) months' advance written notice of termination. The thirty-six (36) month period is established to provide adequate time for the Board of Directors to discontinue the joint operation and for each party to reestablish its own fire department.~~

3. **RENEGOTIATION OF TERMS.** During calendar year 2016 the parties, either through designated staff and/or through a committees appointed by the City and Fire District 12 agree within 14 days of full execution of this Agreement to establish a regular schedule to meet and negotiate in good faith for the purpose of developing a service delivery model for provision of fire and EMS services to their respective jurisdictions after the expiration of this Agreement. Service delivery models to be negotiated may include, but not be limited to the following:

- A. Renewal or extension of this Agreement with appropriate revisions;
- B. Establishment of a Regional Fire Authority;
- C. Establishment of separate City and Fire District departments

In the event the parties are unable to reach written agreement to either extend this agreement with revisions or to develop a mutually agreed upon alternative service delivery model by September 1, 2016, the parties will begin the process of winding down the Marysville Fire District and taking the necessary steps consistent with this agreement and applicable law to independently provide services to their respective jurisdictions. Each party pledges to cooperate and exercise good faith to accomplish a smooth transition.

~~3.4. With the exception of the term of this agreement provided in paragraph 2, either party that wishes to renegotiate any provision of this agreement may give to the other party twelve (12) months' written notice of such intent, setting forth the provisions to be renegotiated. The parties agree that in the event of such notice, they shall engage in good faith negotiation. This agreement may be revised at any time by agreement of the parties.~~

4 **BOARD OF DIRECTORS.** The operations of the Department necessary to carry out the purposes of this agreement shall be administered by a Board of Directors consisting of a minimum of six members, and a maximum of nine members, as defined in this agreement. The City shall appoint three members to the Board of Directors, provided that the appointees shall consist of three City Council members or two city council members and the Mayor. District 12 shall appoint no less than three and no more than six members to the Board of Directors. Provided, that the appointees shall consist of Commissioners of District 12. Pursuant to the merger of Fire District No. 20 into Fire District No. 12, District 12 will, initially, appoint 6 members to the Board of Directors and reduce its Board membership down to three in accordance with RCW 52.06.085. The Board shall have the authority to administer and manage the operations of the Marysville Fire District, all jointly owned properties and equipment and all properties and equipment of each party used by the Marysville Fire District. The Board shall have the authority and powers granted by this instrument and such additional authority and powers as may from time to time be conferred on it by the legislative bodies of both parties. A quorum of the Board shall consist of a simple majority of the appointed members. Actions of the Board

Formatted: Numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 1" + Indent at: 1.25"

Formatted: Normal, No bullets or numbering

Formatted: Font: Times New Roman, 12 pt

Formatted: Font: Times New Roman, 12 pt

Formatted: Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 4 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

shall require the affirmative vote of the majority of the members of the Board present. The Fire Chief shall report to and operate under the supervision and control of the Board of Directors.

4. —

5. **MEETINGS OF BOARD OF DIRECTORS.** All meetings of the Board of Directors shall be held in compliance with the Open Public Meetings Act, chapter 42.30 RCW. The date and time of the regular monthly meeting of the Board of Directors shall be established by resolution of the Board.
6. **LIMITATION OF THE BOARD OF DIRECTORS.** The Board of Directors shall have no authority to modify or revise the terms of this agreement. In the event the Board of Directors shall be unable to reach an agreement on any matter before it, such matter shall be referred to the City Council and the Board of Commissioners of District 12 for resolution.
7. **CITY SERVICES.** The Board of Directors shall provide the following services within the City limits:
 - 7.1. Fire prevention services.
 - 7.2. Fire suppression services.
 - 7.3. Emergency medical services.
 - 7.4. Hazardous materials incident response services.
 - 7.5. Uniform Fire Code inspection services.
 - 7.6. Uniform Fire Code preconstruction building plan review services.
 - 7.7. Uniform Fire Code investigation services.
 - 7.8. Technical Rescue Services.
8. **DISTRICT 12 SERVICES.** The Board of Directors shall provide the following services within the boundaries of District 12.
 - 8.1. Fire prevention services.
 - 8.2. Fire suppression services.
 - 8.3. Emergency medical services.
 - 8.4. Hazardous materials incident response services.
 - 8.5. Technical Rescue Services.
9. **LEVEL OF SERVICES.** Fire prevention, fire suppression, emergency medical, technical rescue and hazardous materials incident response services shall be provided at

the same level to each of the parties under the terms of this agreement. In the event of simultaneous emergencies within the City and District 12 whereby the resources of the Department are taxed beyond its ability to render equal protection, the officers and agents of the Department shall determine how to allocate the resources of the Department.

The parties recognize that Snohomish County has the statutory jurisdiction to enforce the provisions of the Uniform Fire Code within the boundaries of District 12 rather than District 12 itself.

10. OPERATIONS COMMITTEE. An Operations Committee is formed consisting of the Fire Chief, the Mayor, and the Chief Administrative Officer of the City. The Operations Committee which shall act in an advisory capacity only to the Chief and Board of Directors shall:

¶10.1. Provide input on the ~~development of operational priorities, policies, and procedures and recommend their~~ adoption by the Board.

¶10.2. Provide input on the ~~preparation of a budget and present the budget to the Board for approval.~~

¶10.3. Monitor revenues and expenditures and provide input as to whether ~~ensure~~ budgetary targets are being met.

¶10.4. Provide input for the ~~Establishment of objectives for collective bargaining and direct negotiation strategy.~~

¶10.5. Provide input regarding ~~Review~~ Department operations and ~~ensure that~~ Department policies and ~~procedures, are being followed.~~

¶10.6. Obtain assistance of key staff from the District and the City and require ~~attendance of such staff at meetings of the Operations Committee.~~

¶10.7. Meet at least monthly.

~~10.11.~~ **BUDGET.** The ~~Fire Chief~~ Operations Committee shall provide input on the ~~preparation and present of~~ a proposed operating budget to the Board of Directors for the Marysville Fire District in accordance with the Budgeting, Accounting and Reporting System (BARS) established by the Washington State Auditor's Office, establishing the annual income and expense requirements of the Department and the capital expenditures required for the operation of the Department. The Board of Directors shall review the proposed budget and submit an estimate of the City's cash contribution amount to the City and the District not later than October 1 of each year. Approval of the budget shall require a majority vote of the Board of Directors. After a budget is adopted by the Board

of Directors, a copy shall be submitted to the Marysville City Council and District 12 Commissioners. In the event the Board of Directors cannot agree on a Budget, the Board shall notify each of the parties to this agreement. The parties to this agreement shall negotiate a compromise on the budget or budget item(s), and shall have authority to approve such on behalf of the Marysville Fire District. In the event the parties to this agreement cannot reach a compromise, the parties agree to utilize arbitration as outlined in section 29-Dispute Resolution of this agreement.

In the event it shall be necessary, during any calendar year, for the budget to be amended, the ~~Fire Chief Operations Committee~~ shall ~~prepare~~ provide input on a budget amendment ~~and for~~ submittal ~~it~~ to the Board for review. Upon approval by the Board of Directors, the amendment shall be submitted to the governing body of each party for approval in the event the amendment shall require an additional contribution of funds by either party.

~~12.12.~~ **SPECIAL FUND.** The Board of Directors shall create a special operating fund with the County Treasurer's office to be used for the payment of the operating costs of the Fire Department. The Board of Directors shall be responsible for the proper management and accounting of all funds coming into the possession of the Board of Directors. The financial affairs of the Board of Directors shall be conducted in accordance with applicable federal and state laws and regulations.

~~12.13.~~ **FUNDING OF SPECIAL FUND.** Each of the parties agrees to fund the operations of the Department under the following provisions:

~~12.1.13.1.~~ **Financial Contribution by District 12.** District 12 agrees to levy regular real property taxes, as determined by its Board of Commissioners, on taxable property located within the District. The Board of Directors shall provide sufficient funds for the following District 12 operations:

13.2. Commissioners' fees pursuant to RCW 52.14.010.

13.3. Membership fees for state and local municipal corporation associates and commissioners' associations.

13.4. Board of Directors' travel expenses and expenses incurred in attending meetings, legislative and administrative hearings and all other such functions.

~~13.4~~13.5 Attorneys', accountants', auditors' and investment officers' fees and costs.

~~13.5~~13.6 Election expenses.

13.7 Such other reasonable and necessary expenses as may be incurred from time to time by District 12 and its Board of Commissioners that are not attributable to the operation of the Department.

13.8 **Financial Contribution By City.** ~~The City shall contribute annually to the Board of Directors an amount equal to the levy rate for regular real property taxes assessed by District 12 multiplied by the total assessed value of taxable properties located within the City limits, including new construction and utilities calculated~~

Formatted: Font: Times New Roman, 12 pt

Formatted: List Paragraph, Indent: Hanging: 0.05", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.55"

Formatted: Font: Times New Roman, 12 pt

Formatted: Indent: Left: 0.5", Hanging: 0.5", Tab stops: 1.5", Left + Not at 1"

Formatted: Indent: Left: 0.56", Hanging: 0.44"

Formatted: Font: Times New Roman, 12 pt

Formatted: List Paragraph, Indent: Left: 0.5", Hanging: 0.5", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 8 + Alignment: Left + Aligned at: 0.56" + Indent at: 0.85"

~~on the same basis as District 12. The City shall further contribute all other Fire Department revenues including, but not limited to, contract income, revenue received from the state for impact funds and fire fighting and emergency services, and any fees or charges for permits issued by the Fire Marshal. Each year an agreement as to the financial contribution by the City for the ensuing year will be finalized by September 30th. In the event the parties agree to extend the term of this Agreement beyond December 31, 2016 any extension of this Agreement shall include a formula for each party's financial contribution that can be applied automatically so as to eliminate the need to develop a formula annually.~~ The contribution shall be paid to the Board of Directors in equal monthly installments.

13.613.9 District Regular Tax Limitations. District 12 agrees that it will not seek voter approval of the lifting of the LID limitation on its regular or emergency medical services regular real property tax levy without the consent of the City. District 12 agrees that it will not voluntarily lower its regular or emergency medical services regular real property tax levy without the consent of the City.

- 14 EMPLOYMENT OF PERSONNEL.** District 12 shall be the employer of all personnel required to perform the services provided for in this agreement. The Board of Directors shall provide funds to the District to pay all wages, salaries, employment benefits, payroll taxes and any other expenses associated with the paid personnel. It is further agreed that future medical benefits required by statute to be provided to LEOFF I personnel whose employment is transferred from the City to District 12 shall be funded by the Board of Directors. District 12 assigns its authority to manage, supervise, employ, terminate and contract with employees to the Board of Directors.
- 15 ASSIGNMENT OF PERSONNEL AND EQUIPMENT.** Under the provisions of the Board of Directors, the chief shall be responsible for the supervision, employment, termination, assignment and stationing of all personnel and equipment of the Department. In exercising such authority, the Fire Chief shall consult with the Board of Directors to insure that an adequate level of protection is provided within the geographical boundaries of each of the parties.
- 16 FIRE CHIEF AND FIRE MARSHAL.** The City agrees that it will recognize the Fire Chief and Fire Marshal of the District as the Fire Chief and Fire Marshal of the City. The Fire Chief and Fire Marshal shall cooperate with the City building officials and the City's Director of Community Development to enforce the provisions of the Uniform Fire Code. The City agrees that all court costs and other legal costs incurred in the enforcement of the Uniform Fire Code within the City limits shall be paid by the City and shall not be considered an operating expense of the Department. In the event the City shall be awarded its costs, attorneys' fees, penalties or fines in such enforcement action, the recovery shall remain the property of the City.
- 17 PROPERTY OWNERSHIP.** Except as provided in paragraph 24, all property owned by District 12 to enable it to perform the services required under this agreement shall remain the property of District 12 in the event of the termination of this agreement. All property owned by the City to enable it to perform the services required under this agreement shall

remain the property of the City in the event of the termination of this agreement. All jointly owned and jointly purchased property acquired under the terms of this agreement shall be disposed of on an equitable basis and in such manner as may be agreed upon between the City and District 12 in the event of the termination of the joint operation.

- 18 MAJOR CAPITAL IMPROVEMENTS.** In the event the Board of Directors shall determine that a major capital improvement, not included in the annual budget, is necessary for the proper operation of the Department, the Board of Directors shall prepare a report and recommendation to be submitted to the legislative body of each of the parties for review. The parties agree to review any recommendation of the Board of Directors, and, if necessary, to consider the issuance and sale of general obligation bonds to fund needed capital improvements. In the event it shall be necessary to obtain voter approval to incur indebtedness or levy excess taxes, the parties agree to cooperate to jointly submit such requests to the voters of the City and District 12. In the event any such ballot measure shall be approved in one jurisdiction but not in the other, the jurisdiction in which it failed shall submit the measure at another election during the same calendar year if an election date is available. If the measure shall fail the second time, the jurisdiction submitting the measure may consider funding the improvements through any other source of funding that may be available. All funds received as a result of special levies, sale of bonds, or the like for the benefit of the Marysville Fire District shall be tendered to the accounts of the Department as soon as practical.
- 19 MAINTENANCE OF STATIONS.** The Board of Directors shall be responsible to provide for the normal maintenance and repair of all station facilities exclusively operated by the District. The Board of Directors shall enter into a use agreement with the City to provide for normal maintenance, repair and operating expenses of any jointly operated, City owned station facilities.
- 20 HOLD HARMLESS.** Each of the parties shall, at all times, be solely responsible for the acts or the failure to act of its personnel that occur or arise in any way out of the performance of this agreement by its personnel only and to save and hold the other party and its personnel and officials harmless from all costs, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of the party's personnel relating to any activities of such party that may have occurred prior to the effective date of this agreement.
- 21 INSURANCE.** The Board of Directors shall provide insurance coverage for all operations, facilities, equipment and personnel of the Department. The insurance shall include all risk property insurance, insuring District 12 and City equipment and District 12 buildings at replacement cost; comprehensive general liability insurance with a minimum policy limit of \$2,000,000.00 per occurrence; errors and omissions insurance including civil rights coverage covering the actions of the Board of Directors and the legislative bodies of District 12 and the City; auto insurance, including comprehensive and collision coverage at agreed replacement cost and liability coverage with a minimum policy limit of \$2,000,000.00 per occurrence; boiler and machinery insurance and a fidelity bond covering the actions of Department personnel. The City shall provide insurance coverage for all jointly operated city owned facilities. The Board of Directors

shall furnish to District 12 and the City appropriate documentation showing that such coverage is in effect and that District 12 and the City are named insureds on the policies on or before the effective date of the joint operation. The Board of Directors is authorized, consistent with the above provisions, to contract with the Washington Cities Insurance Authority or such other insurance provider as it deems appropriate.

- 22 **OPERATIONAL RULES AND REGULATIONS.** The Board of Directors shall, from time to time, adopt and implement rules and regulations to govern the operations of the Department.
- 23 **EMPLOYMENT ON TERMINATION.** In the event, as a result of the notice of termination or expiration of this agreement, District 12 must terminate any of its employees, the City agrees that it will, if positions are available, hire the qualified employees terminated by District 12 before it employs additional personnel. Subject to the provisions of any collective bargaining agreement to which District 12 or the Board of Directors may be a party, the determination of which District 12 employees will be terminated and employed by the City shall be negotiated by the parties. The negotiations shall take into consideration a fair and equal apportionment of the employees based on the length of service, experience, qualifications and rank of the employees.
- 24 **ANNUAL RETREAT.** The Board of Directors shall hold an annual retreat to review the operation of the Fire Department during the preceding year, to discuss planning, the operating budget and capital improvement budget for the following year and to review any provisions of this agreement that either party may wish to modify. This meeting shall be scheduled at an agreeable time on or before October 1 of each year. The results of the retreat may be reviewed by the Marysville City Council if desired.
- 25 **ANNEXATIONS.** In the event that the City, during the term of this agreement, shall, in single annexations, annex areas of District 12 that contain more than five percent (5%) of the area of District 12, the City agrees that it will not invoke the provisions of RCW 35A.14.380 and .400, as presently exists or as may be hereafter amended, relating to ownership of assets for each such annexation. District 12 agrees, during the term of this agreement, that the percentage of the assessed value of District 12 contained in each such annexation shall be cumulated and that the City shall be entitled to invoke the statutory provisions for all such prior annexations which occurred during the term of this agreement at the time of the termination of this agreement and prior agreements.
- 26 **NOTICES.** All notices, requests, demands and other communications required by this agreement shall be in writing and, except as expressly provided elsewhere in this agreement, shall be deemed to have been given at the time of delivery if personally delivered or at the time of mailing if mailed by first class, postage prepaid and addressed to the party at its address as stated in this agreement or at such address as any party may designate at any time in writing.
- 27 **SEVERABILITY.** If any provision of this agreement or its application is held invalid, the remainder of the agreement or the application of the remainder of the agreement shall not be affected.

28 **MODIFICATION.** This agreement represents the entire agreement between the parties. No change, termination or attempted waiver of any of the provisions of this agreement shall be binding on either of the parties unless executed in writing by authorized representatives of each of the parties. The agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the parties.

29 **BENEFITS.** This agreement is entered into for the benefit of the parties to this agreement only and shall confer no benefits, direct or implied, on any third persons.

30 **DISPUTE RESOLUTION.** In the event of a disagreement between the parties relating to the interpretation of the terms of this agreement, the parties agree that such dispute shall be resolved by binding arbitration. The arbitration shall be conducted by a panel of three (3) arbitrators. Each party shall appoint an arbitrator, and the two arbitrators shall appoint a third arbitrator. Unless different rules are adopted by the Board of Arbitrators, the rules of the American Arbitration Association shall apply with respect to the arbitration proceedings.

31 **PRIOR AGREEMENTS.** This Agreement is solely intended to update and replace the Agreement for Joint Operation of Fire and Emergency Medical Protection Facilities dated September 15, 1993 and prior amendments thereto.

DATED THIS _____ DAY OF _____, 2015~~6~~.

CITY OF MARYSVILLE

SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 12

Mayor

Chairperson

Commissioner

City Clerk

Commissioner

Commissioner

Approved as to Form:

City Attorney

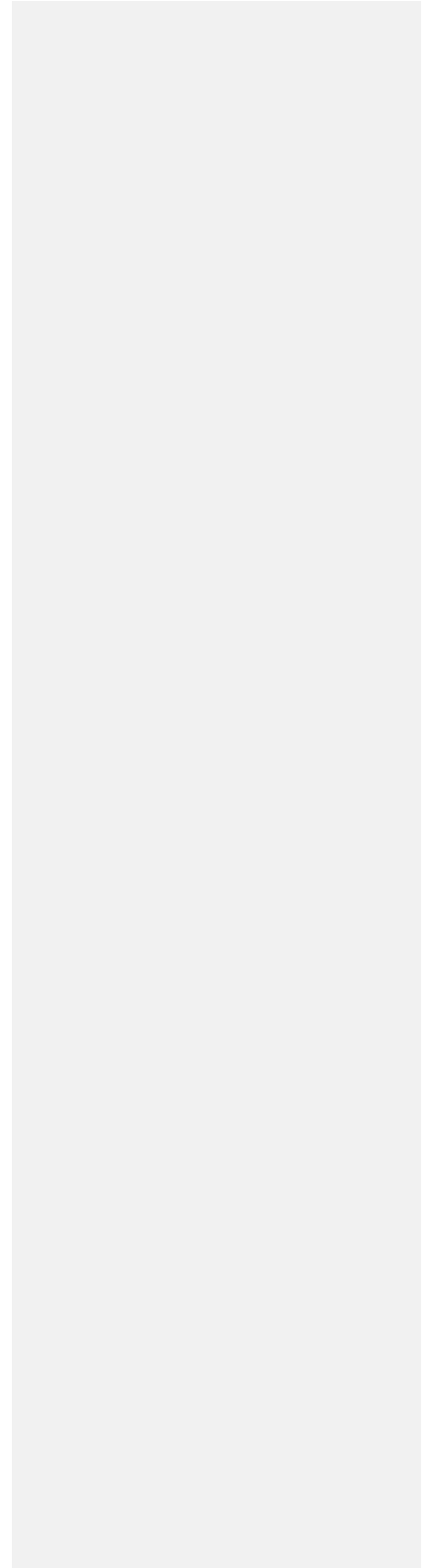
Fire District Secretary

|

Approved as to Form:

|

District's Attorney



Index #21

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF MARYSVILLE, WASHINGTON
DECLARING CERTAIN ITEMS OF PERSONAL PROPERTY TO BE
SURPLUSED AND AUTHORIZING THE SALE OR DISPOSAL THEREOF.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON
AS FOLLOWS:

The items of personal property listed below are hereby declared to be surplus and are of no
further public use or necessity.

ASSET #	YEAR	DESCRIPTION	SERIAL #	QUANTITY
J011	2005	Crane Carrier Garbage Truck	1CYCCE5845T046970	1
922	2001	Chevrolet Malibu	1G1ND52J716227321	1
925	2002	Chevrolet Blazer	1GNCS13W42K191224	1
955	2000	Ford Crown Victoria	2FAFP71W3YX170020	1
964	2002	Ford Expedition	1FMPU16L72LB00166	1
P102	2003	Ford Crown Victoria	2FAFP71W93X140321	1
P109	2004	Ford Crown Victoria	2FAHP71W54X145123	1
P115	2005	Ford Crown Victoria	2FAHP71W65X150784	1
P121	2006	Ford Crown Victoria	2FAHP71W46X114707	1
P135	2007	Ford Crown Victoria	2FAHP71W57X135938	1
P144	2007	Ford Crown Victoria	2FAHP71W67X135947	1
P126	2007	Ford Crown Victoria	2FAHP71W57X135955	1
P138	2007	Ford Crown Victoria	2FAHP71W57X135941	1
504	1995	Chevrolet Van	1GCEG25K2SF102343	1
UC32	-	Leak Detector	0624901799	1
UC28	-	Reed Power Head	12120116	1
UC26	-	Multi-Quip Trash Pump	09902132	1
UC35	-	Robin Generator	800167	1
UC36	-	2 Inch Pump	P191	1
W19	1996	Hydro Gate Valve Actuator	4402	1
W22	1995	Ariens Lawn Mower	01422	1
-	-	Ingersoll Rand Air Compressor (Model IR2E20)	DC88025-13776-D112	1
-	-	Presto Floor Jack	87853	1
-	1998	Kawasaki Mule 2510	KAF620A4520162X	1
-	1998	Kawasaki Mule 2510	KAF620A45201628	1

-	-	EZ-GO Golf Cart	1471426	1
-	-	John Deere 1445 Deck Mower	TC1445D020863	1
-	-	Toro Sprayer	-	1
-	-	Greenworks Pressure Washer	-	
-	-	Push Mowers	-	8
-	-	John Deere 2653A Mower	M2002653A030016	1
-	-	Billy Goat Blower	-	1
-	-	Backpack Blower	-	2
-	-	Toro Aerator	09100-70583	1
-	-	Toro Greens Master 3050	80177	1
-	-	John Deere 1800 Sprayer Model #01805	M01800G010089	1
-	-	Marine Travel Lift SPL 25D	-	1

The City is hereby authorized to sell or dispose of the above referenced items in a manner, which in the discretion of the Fleet and Facilities Manager nets the greatest amount to the City.

PASSED by City Council and APPROVED by the Mayor this _____ day of March, 2016.

CITY OF MARYSVILLE

By _____
JON NEHRING, Mayor

ATTEST:

By _____
APRIL O'BRIEN, Deputy City Clerk

Approved as to form:

By _____
JON WALKER, City Attorney

Index #22

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF MARYSVILLE APPROVING THE
ACCEPTANCE OF CREDIT CARDS FOR PAYMENTS MADE TO THE CITY
AND REPEALING RESOLUTION NO. 2084

WHEREAS, Resolution No. 2084 authorized the City to accept VISA and Mastercard credit and debit cards for the payment of City fees and charges; and

WHEREAS, City customers may benefit by having additional credit and debit card choices; and

WHEREAS, the City Council of the City of Marysville recognizes the benefit to our customers by extending the service of accepting various credit cards and debit cards through a service provider,

NOWHEREFORE, BE IT RESOLVED by the City Council of the City of Marysville that the City will accept VISA and Mastercard credit cards and debit cards for payment of City fees and charges.

Be it further resolved that it is the policy of the City to accept other credit and debit cards if the City Finance Director determines that it is in the best interest of the City to accept such cards.

Be it further resolved that the City Finance Director is authorized to adopt procedures for the implementation of this policy and to establish limitations and conditions for acceptance of credit and debit card payments as are in the best interest of the City.

Be it further resolved that Resolution No. 2084 is repealed.

Passed by the City Council and APPROVED by the Mayor this _____ day of _____, 2016.

CITY OF MARYSVILLE

By _____
Jon Nehring, Mayor

ATTEST:

RESOLUTION -1

By _____
April O'Brien, Deputy City Clerk

Approved as to form:

By _____
Jon Walker, City Attorney

RESOLUTION -2

cc: Finance 242
orig: file

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. 2084

**A RESOLUTION OF THE CITY OF MARYSVILLE APPROVING THE
ACCEPTANCE OF CREDIT CARDS FOR PAYMENTS MADE TO THE CITY.**

WHEREAS, the City Council of the City of Marysville recognizes the benefit to our customers by extending the service of accepting VISA and MASTERCARD credit cards and debit cards through a service provider,

NOW THEREFORE, be it resolved by the City Council of the City of Marysville that the City will accept VISA and MASTERCARD credit cards and debit cards for payment of City fees and charges. Be it further resolved that the City Finance Director shall be authorized to adopt procedures for the implementation of this policy and to establish limitations and conditions for acceptance of credit and debit card payments as are in the best interest of the City.

PASSED by the City Council and APPROVED by the Mayor this 28th day of October, 2002.

CITY OF MARYSVILLE

By David Wain
MAYOR

Attest:

By Perry Becker
CITY CLERK

Approved as to from:

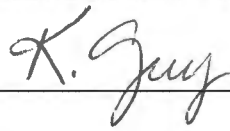
By Grant H. Weed
CITY ATTORNEY

Index #23

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 3/14/2014

AGENDA ITEM: Safety/Training Officer Classification & Compensation	
PREPARED BY: Kristie Guy	DIRECTOR APPROVAL: 
DEPARTMENT: Human Resources	
ATTACHMENTS: Classification & Compensation Analysis	
BUDGET CODE:	AMOUNT:
SUMMARY:	

A new Safety/Training Officer position was approved in the 2016 budget to perform duties related to citywide safety and accident prevention, training, and to provide assistance and support with emergency and disaster preparedness activities to help schedule and coordinate training offered to community resources.

A classification and compensation analysis regarding a new Safety/Training Officer position was conducted. This position will enable the City to accomplish two objectives: 1) Increase safety and training programs for employees to ensure certifications and training are completed per local, state and federal requirements; and 2) allow the Emergency Management/Risk Officer to enhance the City’s Emergency Management capabilities and increase training of community resources.

There is currently one position that covers the areas of Safety, Risk Management, and Emergency Management. Since initiation of community programs like Community Emergency Response Team (CERT) and Map Your Neighborhood (MYN), multiple requests have been received from neighborhood groups and individuals asking for meetings and assistance. The City will be better prepared to support these requests with the addition of the Safety/Training Officer position.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to:

1. Adopt the proposed job description for Safety/Training Officer, which captures the responsibilities, knowledge, skills, and abilities required to perform the duties of this position.
2. Place the Safety/Training Officer position at range N7 on the Non-represented grid with a monthly salary range of \$4801 - \$6432. This placement reflects the external market value and preserves internal equity among the City’s positions.

CLASSIFICATION AND COMPENSATION ANALYSIS OF SAFETY/TRAINING OFFICER

FEBRUARY 2016

I. BACKGROUND

Human Resources was asked to conduct a classification and compensation analysis regarding a new Safety/Training Officer position. This position will enable the City to accomplish two objectives: 1) Increase safety and training programs for employees to ensure certifications and training are completed per local, state and federal requirements; and 2) allow the Emergency Management/Risk Officer to enhance the City's Emergency Management capabilities and increase training of community resources.

There is currently one position that covers the areas of Safety, Risk Management, and Emergency Management. Since initiation of community programs like Community Emergency Response Team (CERT) and Map Your Neighborhood (MYN), multiple requests have been received from neighborhood groups and individuals asking for meetings and assistance. The City has not been able to support all of these requests. In addition to safety and training, the Safety/Training Officer position will also provide assistance and support with emergency and disaster preparedness activities to help schedule and coordinate training offered to community resources.

II. JOB CLASSIFICATION

SAFETY/TRAINING OFFICER JOB DESCRIPTIONS

This position performs a range of routine and complex duties related to citywide safety and accident prevention as well as compliance with occupational safety and health regulations, policies and procedures. Duties include activities such as job hazard analysis; field inspection of work places for possible hazards and exposures; coordinate, schedule and track employee training and certification requirements; develop and implement written safety policies and procedures. Duties also include assisting with emergency and disaster preparedness including training of community resources.

The work performed by this class requires incumbents to apply professional knowledge and expertise as well as established guidelines and alternatives to make non-routine judgments and recommendations to management regarding complex issues; incumbents operate independently and select appropriate methods to accomplish project assignments.

[A proposed job description is included]

III. COMPENSATION ANALYSIS

The focus of the compensation analysis is to evaluate placement of this position within the City's classification and compensation grid. The goal is to assign a compensation level that accurately reflects the responsibilities and accountabilities of the position and the skills, knowledge, and abilities required to perform the job while preserving the internal equity of the

City's classification and compensation system by compensating the position fairly relative to other City job classifications. It is also appropriate to look at external market comparables (since the City's compensation philosophy is generally a market-value approach) to ensure that qualified candidates will be attracted to the position.

SAFETY/TRAINING OFFICER

External comparisons:

To measure external equity, we looked at the cities of Olympia, Puyallup, and Renton. These three cities have similar positions whose focus is on safety and training. Duties performed include planning, coordinating and implementing citywide safety and accident prevention programs and also conduct and/or schedule employee occupational safety and health training and testing. All three positions require a Bachelor's degree in occupational health/safety, public or business administration or related field; two years related experience; or an equivalent combination of training and experience. However, these positions vary in their level of responsibilities and authority.

The City of Puyallup's Risk and Safety Coordinator position works under the direction of the City Attorney in an administrative support role performing duties related to both risk management and safety. Duties related to risk management include coordinating special event permits, maintaining claim files, and acting as a liaison for processing claims for damages received by the City. Safety responsibilities include maintaining records, coordinating with departments, and assisting with the evaluation and administration of worker safety and liability programs. This position provides administrative support for two different functions, risk and safety. This position has a lower level of responsibility than the positions at the two other comparable cities which are responsible for administering programs and ensuring compliance with provisions of local, state and federal safety standards and regulations. **The 2016 monthly salary range for Puyallup's Risk and Safety Coordinator is \$4325 - \$5622.**

The City of Olympia's Safety Officer administers a comprehensive employee occupational safety, health and training program. This position may lead or supervise the work of other employees and has a high degree of accountability. This position is responsible for assuring that the City's field staff functions are in compliance with occupational safety and health laws and that work procedures and practices are conducted safely and in a manner that minimizes risk of personal injury and accidents. The Safety Officer conducts research and makes recommendations on complex laws and regulations. This position does not require knowledge in the fundamentals of emergency management and management of emergency operations nor does this position provide support to emergency and disaster preparedness activities. **The 2016 monthly salary range for Olympia's Safety Officer is \$4749 - \$5778.**

The City of Renton (population 98,470) has a city-wide budget twice that of Marysville's. This allows them to have more positions that perform a narrower scope of work. They are included in this analysis because of their City's focus on safety and worker's compensation programs as well as emergency and disaster preparedness. The Renton Emergency Preparedness Academy (REPA) is a partnership between the City of Renton, the American Red Cross and Renton Technical College and provides courses to help people and neighborhoods be better prepared and equipped to face any type of emergency. Renton's Emergency Management Coordinator (\$5306 - \$6466) supports emergency management and disaster preparedness and acts as a staff liaison to train and support community groups, markets programs and participates in community events such as safety fairs and home shows to increase awareness of emergency preparedness.

Renton's Safety Officer works under the direction of the Risk Management Administrator to assist in the development and management of safety and worker's compensation programs. Similar to Marysville's position, specific duties include attend and participate in Central Safety Committee meetings, implement provisions of local, state and federal safety standards and regulations, provide training for supervisors and employees, and investigate vehicle and personal injury accidents. Renton's Safety Officer has a greater scope of responsibilities, however, because this position also assists with the administration of risk management programs. This includes coordinating the management of self insured worker's compensation programs and monitoring claims. Renton's Safety Officer is also responsible for identifying facilities safety issues and makes recommendations concerning improvements and installation of safety devices. These duties are performed by Marysville Fleet/Facilities Manager position. **The 2016 monthly salary range for Renton's Safety Officer is \$5354 - \$6525.**

Internal comparisons:

To gauge internal equity, we looked at education and experience as well as the knowledge, skills, and abilities requirements of other positions within the City of Marysville. Specifically, we looked at other non-represented positions that require an Associate or Bachelor degree and where incumbents must possess a high degree of professional knowledge and expertise in their field. We also looked at other positions that require the ability to review and analyze information regarding complex issues and make recommendations to management; coordinate and interact with other departments and outside agencies; and have responsibility for creating and maintaining records needed for regulatory and/or legal compliance.

The City of Marysville's Associate Planner classification, N7, performs professional work including land use and environmental reviews and comprehensive land use planning. This position requires a Bachelor's degree as well as professional experience and expertise. Similar to the Safety/Training Officer, this position requires the ability to review and analyze technical information, prepare and present reports, and make recommendations to department management. This position establishes and maintains databases, files and permit tracking systems. The Associate Planner performs work that assures regulatory compliance and coordinates projects with other city departments as well as outside agencies and groups.

Another comparable position within the City is the Surface Water Specialist classification. This position is also at the N7 level on the non-represented salary grid. This position requires an Associate's degree, Bachelor preferred, and two years experience. The Surface Water Specialist position works in a highly regulatory field and is responsible for coordinating and assisting in implementation of the surface water management program. This position tracks and assists with reporting of various regulatory programs including NPDES Phase II Permit requirements, maintains the surface water utility billing database, and calculates surface water utility rates.

The 2016 monthly salary range for both the Associate Planner and Surface Water Specialist, N7 on the non-represented salary grid, is \$4801 - \$6432.

As a comparison we also looked at positions at the N8 range on the non-represented salary grid which includes the Athletics Coordinator and Recreation Coordinator. Both of these positions require a Bachelor's degree and a minimum of two year's experience; supervise part-time and seasonal staff and contracted instructors; and assist with the hiring process, assign work schedules and tasks, train employees, and review work processes and products. These positions have a greater level of responsibility and perform supervisory duties not performed by positions in the N7 salary range. **The 2016 monthly salary range for the Athletics Coordinator and Recreation Coordinator, N8, is \$5040 - \$6755.**

IV. RECOMMENDATIONS

1. Adopt the proposed job description for Safety/Training Officer, which captures the responsibilities, knowledge, skills, and abilities required to perform the duties of this position.
2. Place the Safety/Training Officer position at range N7 on the Non-represented grid with a monthly salary range of \$4801 - \$6432. This placement reflects the external market value and preserves internal equity among the City's positions.

**City of Marysville
Job Description**

Job Title:	Safety/Training Officer
Department/Division:	Executive
Reports To:	Risk/Emergency Management Officer
FLSA Status:	non-exempt
Union Status:	non-union
Approval/Revision Date:	January 2016

POSITION SUMMARY

This position performs a range of routine and complex duties related to citywide safety and accident prevention as well as compliance with occupational safety and health regulations, policies and procedures. Duties include activities such as job hazard analysis; field inspection of work places for possible hazards and exposures; coordinate, schedule and track employee training and certification requirements; develop and implement written safety policies and procedures. Duties also include assisting with emergency and disaster preparedness including training of community resources.

The work performed by this class requires incumbents to apply professional knowledge and expertise as well as established guidelines and alternatives to make non-routine judgments and recommendations to management regarding complex issues; incumbents operate independently and select appropriate methods to accomplish project assignments.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Other duties may be assigned as needed.

1. Plan, coordinate, and implement a comprehensive citywide safety and accident prevention program including implementation of provisions of safety standards and regulations in accordance with federal, state and City laws, regulations, and policies and procedures.
2. Develop, conduct and/or schedule employee occupational safety and health training and testing programs. Track employee training, certifications, and ensure testing (including hearing exams, noise level surveys, post incident blood borne pathogen exposure) is completed per local, state and federal requirements; prepare training class materials.
3. Conduct research, make recommendations and assist with the development of City policies and procedures related to occupational safety and health; keep current with interpretation of existing as well as newly implement provisions of WISHA/OSHA and other regulations.
4. Maintain, update and disseminate printed and/or electronic citywide safety materials and documents including the Accident Prevention Program, policy and procedures, and OSHA standards including Material Safety Data Sheets and those related to Lockout/Tag out.
5. Perform record keeping functions including the maintenance of files and databases related to safety, testing, accident/incidents, and employee training and testing; create reports and compile statistics.
6. Perform field inspection of job sites for accident prevention controls including use of prescribed safety equipment and methods; observe workers for proper use of Personal Protective Equipment; monitor noise, toxic and other hazards.
7. Recommend proper measures to assure a safe workplace and safe work practices for City employees, and conduct appropriate follow up activities as needed.

CLASSIFICATION AND COMPENSATION ANALYSIS FOR SAFETY/TRAINING OFFICER

FEBRUARY 2016

PAGE 5

8. Provide support to the City's Safety and Health Committee, preparing and distributing meeting agendas, materials and minutes.
9. Assist with emergency and disaster preparedness activities; help schedule, coordinate and attend training offered to community resources and provide support to programs like Community Emergency Response Team (CERT) and Map Your Neighborhood (MYN).

KNOWLEDGE, SKILLS AND ABILITIES

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Knowledge of:

- Federal, state and local laws, codes, regulations, policies and procedures and compliance requirements related to health and safety including OSHA and WISHA.
- Principles, practices and current trends and developments of safety management, industrial hygiene, and risk management.
- Accident investigation and analysis techniques.
- Training practices and procedures.
- Fundamentals of emergency management and management of emergency operations.
- Windows based personal computer.

Ability to:

- Develop and implement a safety-training program to insure legal compliance and maximum safety of employees.
- Develop and present effective training curriculum in numerous areas of occupational safety and health and for training community resources for emergency preparedness.
- Conduct and facilitate meetings; present information before groups of employees, managers or officials.
- Read, interpret, apply and explain rules, regulations, policies and procedures.
- Critically analyze current policies, practices, and procedures, and recommend and implement changes as needed.
- Maintain accurate records related to safety activities such as safety inspections, safety training, and accident investigations.
- Operate Windows based computer and software applications related to assigned department/division.
- Communicate effectively, orally and in writing.
- Establish and maintain effective working relationships with city staff, city officials, the public and other agencies.
- Provide excellent customer service to internal and external customers and deal effectively with customers in stressful situations.
- Prioritize projects and requests for assistance and work on multiple projects in the same timeframe.

QUALIFICATIONS

A combination of the experience, education, and training listed below which provides an equivalent background to perform the work of this position.

Experience:

Two years of professional level experience in workplace safety programs and activities preferably in the public sector.

Education and Training:

- High School diploma or GED is required.
- Bachelor's degree in occupational safety, industrial hygiene, public or business administration, or related field.

Licenses or Certificates:

Possession of, or ability to possess within one month of hire date, a Washington State Driver's license.

PHYSICAL DEMANDS / WORKING CONDITIONS

The physical demands and characteristics of the work environment described here are representative of those occurring in the performance of the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the essential functions of this job, the employee is frequently required to stand; walk; sit; kneel, bend, or climb and to use hands to finger, handle, or feel objects, tools, or controls; and talk or hear. The employee must frequently lift up to 10 pounds; and occasionally lift and/or move 10 to 20 pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, color vision, depth perception, and the ability to adjust focus.

This position works both in an office and outside in various weather conditions. Outside, the employee may work near moving mechanical parts. The employee may be exposed to physical hazards from mechanical and electrical equipment and also will sometimes work in hazardous areas under hazardous conditions. The employee occasionally works near traffic and is occasionally exposed to fumes or airborne particles, toxic or caustic chemicals, and the risk of electrical shock and radiation. The noise level in the work environment is usually low to moderate indoors and moderate to loud outdoors.

This position generally works a regular schedule; however, incumbents may be required to work some evening and/or weekend hours to respond to emergencies.

Regular and reliable attendance is an essential function of this position.

This position description generally describes the principle functions of the position and the level of knowledge and skills typically required. It does not constitute an employment agreement between the employer and employee, and it is subject to change as the needs of the employer and the requirements of the job change.

Index #24

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

CITY COUNCIL MEETING DATE: March 14, 2016

AGENDA ITEM: Fireworks Permit Application Approval	
PREPARED BY: Jim Ballew	DIRECTOR APPROVAL:
DEPARTMENT: Parks , Culture and Recreation	
ATTACHMENTS: Fire Works Permit	
BUDGET CODE:	AMOUNT:
SUMMARY:	

The City will be celebrating its 125th anniversary on March 19 and 20, 2016. One of the demonstrations presented by the city will be a fireworks show at the conclusion of the day’s activities on Saturday on March 19th. The fireworks will be presented east of Ebey Waterfront Park on city property.

As per the MMC [9.20.080](#), such permit shall be issued if the application meets the requirements of Chapter [70.77](#) RCW and all ordinances of the city of Marysville. (Ord. 2890 § 1, 2012; Ord. 2737 § 1, 2008; Ord. 2409 § 4, 2002; Ord. 2031 § 2, 1995; Ord. 1592, 1987; Ord. 1241 § 2, 1982; Ord. 1235 § 3, 1982). the city council shall hold a public meeting on the issuance of a fireworks permit. The city council shall have power, in its discretion, to grant or deny the application, subject to reasonable conditions, if any, as it shall prescribe. The decision of the city council with respect to an application shall be final. (Ord. 2890 § 2, 2012; Ord. 2737 § 1, 2008; Ord. 1241 § 3, 1982; Ord. 1235 § 4, 1982).

RECOMMENDED ACTION: Staff requests the City Council consider approval of the Fireworks permit in preparation of the Celebrate Marysville 125 years event.

WASHINGTON STATE PUBLIC FIREWORKS DISPLAY PERMIT

Applicant

Name of Event City of Marysville 125th Anniversary Celebration

Street Address 1404 1st Street

City Marysville County Snohomish

Event Date March 19th 2016 Event Time 6:30pm (dusk) AM PM

Applicant's/Sponsor's Name Scott Miller Phone No. 425-344-7976

Pyrotechnic Operator Scott Miller License No. P-04223

Experienced Assistant's Name Keith Hathaway

General Display Company Name Fireworks Northwest LLC Phone No. 425-344-7976

Attach a separate piece of paper and/or copies of the following documents:

- The number of set pieces, shells (specify single or multiple break), and other items.
- The manner and place of storage of such fireworks prior to the display.
- A diagram of the grounds on which the display is to be held showing the point at which the fireworks are to be discharged; the location of all buildings, highways, and other lines of communication; the lines behind which the audience will be restrained; and the location of all nearby trees, telegraph or telephone lines, or other overhead obstruction.
- Documentary proof of procurement of Surety bond or public liability insurance.

Local Fire Code Authority

Authority Having Jurisdiction City of Marysville WA Fire Department

Name of Permitting Official _____

Title _____ Phone No. _____

Permit Granted: Yes Yes, with Restrictions (see "Notations" below) No

Restrictions/Notations _____

Signature of Permitting Official

Date of Approval

Permit Number

If approved, this permit is granted for the date and time noted herein under the authority of the International Fire Code in accordance with Revised Code of Washington 70.77 and all applicable rules and ordinances pertaining to fireworks in this jurisdiction. This permit is INVALID unless in the possession of a properly licensed Pyrotechnic Operator, who is responsible for any and all activities associated with the firing of this show.

MUST BE APPROVED BY THE AUTHORITY HAVING JURISDICTION