



**MARYSVILLE**  
WASHINGTON

**REGULAR MEETING**  
**MONDAY, SEPTEMBER 25, 2023 – 7:00 PM**  
**501 DELTA AVENUE**  
**MARYSVILLE, WA 98270**

**AGENDA**

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

**Join Zoom Meeting**

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

**Or**

**Dial toll-free US: 888 475 4499**

**Meeting ID: 862 4630 7568**

**Call to Order**

**Invocation**

**Pledge of Allegiance**

**Roll Call**

**Approval of the Agenda**

**Presentations**

- A. Proclamation Declaring October 2023 as Domestic Violence Awareness Month in Marysville  
[PROCLAMATION Domestic Violence Awareness Month 2023.pdf](#)

**Audience Participation**

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

- 1. September 5, 2023 City Council Work Session Minutes  
[CC 09052023.docx](#)
- 2. September 11, 2023 City Council Meeting Minutes  
[CC 09112023.docx](#)

**Consent**

- 3. August 25, 2023 Payroll in the Amount of \$1,749,498.75 Paid by EFT Transactions

and Check Numbers 34737 through 34752

4. September 08, 2023 Payroll in the Amount of \$1,852,880.30 Paid by EFT Transactions and Check Numbers 34754 through 34772
5. August 25, 2023 Misc Payroll in the Amount of \$2,900.48 Paid by EFT Transactions and Check Number 34753
6. September 13, 2023 Claims in the Amount of \$875,083.60 Paid by EFT Transactions and Check Numbers 165159 through 165287 with Check Numbers 157671 and 164824 Voided  
[091323.rtf](#)

## Review Bids

## Public Hearings

7. Community Development Block Grant Coronavirus funds Closeout  
Recommended Motion: Accept public comment, incorporate into Closeout Report as appropriate, and forward on to Department of Commerce to complete grant closeout.  
[WA State Dept of Commerce - Covid Grant Closeout Report Signed.pdf](#)
8. CDBG – Program Year 2022 Consolidated Annual Performance and Evaluation Report (CAPER)  
Recommended Motion: Approve the Community Development Block Grant Program Year 2022 Consolidated Annual Performance and Evaluation Report and direct Staff to provide a summary of, and response to any comments received during the public hearing into the Report, and forward to the U.S. Department of Housing and Urban Development.  
[DRAFT PY2022 CAPER.pdf](#)

## New Business

9. Agreement by and between Snohomish County and City of Marysville for Micro Enterprise Supported Housing (MESH) Project.  
Recommended Motion: Authorize Mayor to sign the CLFR Loan Agreement with Snohomish County for the MESH project providing the City of Marysville with a forgivable loan of \$475,645.45 for property acquisition.  
[HCS-22-AR-2106-200.pdf](#)  
[MESH program overview\\_2023.pdf](#)
10. Motel Voucher Grant between Snohomish County and City of Marysville.  
Recommended Motion: Authorize the Mayor to accept the terms of the grant agreement which authorizes the City of Marysville to provide services consistent with the Emergency Housing Fund (EHF) grant of \$150,000 to support emergency shelter for residents with the city of Marysville.  
[County grant.pdf](#)
11. Professional Services Agreement between the city of Marysville and Linc NW, authorizing Linc NW to administer funds to support an Emergency Housing Fund

motel voucher program.

Recommended Motion: Authorize the Mayor to sign the professional services agreement with Linc NW to administer a motel voucher program consistent with Consolidated Homeless Grant (CHG)/System Demonstration (SDG) guidelines as described in the grant agreement with Snohomish County.

[County grant.pdf](#)

[PSA\\_linc -- BLE update.pdf](#)

12. Local Programs State Funding Agreement and Project Prospectus with WSDOT for the 156th Street NE Railroad Overcrossing Project  
Recommended Motion: I move to authorize the Mayor to sign and execute the Local Programs State Funding Agreement and Project Prospectus with WSDOT, thereby securing design funding for the 156th Street NE Railroad Overcrossing Project.  
[State Funding Agreement\\_156th Overcrossing.pdf](#)  
[Prospectus \\_156th Overcrossing.pdf](#)
13. Purchase Order - 2024 Autocar ACX/Labrie Wittke Residential Front Load Refuse Truck  
Recommended Motion: I move to authorize the Mayor to sign and execute the purchase order with Dobbs Peterbilt in the amount of \$454,594.20, plus applicable sales tax, for procurement of a 2024 Autocar ACX/Labrie Wittke Residential Front Load Refuse Truck.  
[Purchase Order F00002.pdf](#)
14. Purchase Order – 2025 Autocar ACX/Labrie Wittke Front Load Refuse Truck  
Recommended Motion: I move to authorize the Mayor to sign and execute the purchase order with Dobbs Peterbilt in the amount of \$1,329,865.20, plus applicable sales tax, for procurement of three 2025 Autocar ACX/Labrie Wittke Front Load Refuse Trucks.  
[Purchase Order F00006.pdf](#)
15. Interagency Reimbursement Agreement between the AOC and the City of Marysville for Blake Expenses  
Recommended Motion: I move to authorize the Mayor to sign and execute the Reimbursement Agreement between the AOC and the City of Marysville for Blake Expenses  
[IAA24095\\_Marysville\\_Blake.pdf](#)
16. Interagency Agreement between Washington State Administrative Office of the Courts and Marysville for continued participation in the Interpreter Reimbursement program  
Recommended Motion: I move to authorize the Mayor to sign and execute the Interagency Agreement between Washington State Administrative Office of the Courts and Marysville to continue participation in the Interpreter Reimbursement program.  
[\\_IAA24426\\_MARYSVILLE\\_MUNICIPAL\\_COURT Interpreter.pdf](#)
17. An **Ordinance** amending Marysville Municipal Code (MMC) chapter 16.04.045 relating to the building permit fees table.  
Recommended Motion: I move to adopt Ordinance No. \_\_\_\_\_.

- 1 Fee Study Ordinance 9-25-23.pdf
- 2 Adjusted Rates.pdf
- 3 City fee comparisons - building code fees updated.pdf

18. Correcting **Resolution** Number for a Resolution approved on September 11, 2023, as Resolution No. 2536, to be Resolution No. 2540  
Recommended Motion: I move that the Resolution approved on September 11, 2023, as Resolution No. 2536, be renumbered and assigned as Resolution No. 2540  
[Resolution\\_Field\\_Rental\\_Fees\\_Final.pdf](#)  
[Turf\\_Field\\_Rental\\_Comparisons.pdf](#)

## Legal

## Mayor's Business

## Staff Business

## Call on Councilmembers and Committee Reports

## Adjournment/Recess

## Executive Session

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

## Reconvene

## Adjournment

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



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** September 25, 2023

**SUBMITTED BY:** Communications Officer Connie Mennie, Executive

**ITEM TYPE:** Proclamation

**AGENDA SECTION:** **Presentations**

**SUBJECT:** Proclamation Declaring October 2023 as Domestic Violence Awareness Month in Marysville

**SUGGESTED ACTION:**

**SUMMARY:**

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**ATTACHMENTS:**  
[PROCLAMATION Domestic Violence Awareness Month 2023.pdf](#)



## PROCLAMATION

### Declaring October 2023 as Domestic Violence Awareness Month in Marysville

WHEREAS, domestic violence is widespread and affects more than 4 million Americans each year, including women and men of every race, religion, culture, status and income level; and

WHEREAS, in the United States, one in three women and one in four men have experienced some form of physical violence from an intimate partner; and

WHEREAS, domestic violence costs the nation billions of dollars annually in medical expenses, police and court costs, shelters, foster care, sick leave, absenteeism and non-productivity; and

WHEREAS, about 28% of women in Washington state face stalking victimization in their lifetime; and

WHEREAS, Marysville Police currently respond to an average of 90 domestic violence calls per month, and the number of local domestic violence cases in 2023 to date is 11% higher than it was last year; and

WHEREAS, Domestic Violence Services, a non-profit organization serving Snohomish County since 1976, provides emergency shelter and comprehensive, confidential services to all victims of domestic abuse, and is available 24/7 by calling 425-25-ABUSE; and

WHEREAS, the City of Marysville and local community service agencies, volunteer organizations and churches are joining DVS Snohomish County to help heighten community awareness about this important issue and let victims and families know that we care; and

WHEREAS, community members are invited to join the city-hosted Runway to Hope fashion show benefiting Domestic Violence Services of Snohomish County on Oct. 5 at the Marysville Opera House, and the Domestic Violence Awareness Walk on Oct. 10 at Ebey Waterfront Park and Trail.

NOW, THEREFORE I, JON NEHRING, MAYOR, on behalf of the City Council and our community, do hereby proclaim October 2023 as

#### DOMESTIC VIOLENCE AWARENESS MONTH

in the City of Marysville. I encourage all residents to #PaintTheTownPurple and join our community's effort to #BreakTheSilence to support domestic violence programs and resources for victims and families.

Under my hand and seal this twenty-fifth day of September, 2023.

THE CITY OF MARYSVILLE

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*Jon Nehring, Mayor*



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** September 25, 2023

**SUBMITTED BY:** City Clerk Tina Brock, City Clerk

**ITEM TYPE:** Minutes

**AGENDA SECTION:** **Approval of Minutes**

**SUBJECT:** September 5, 2023 City Council Work Session Minutes

**SUGGESTED ACTION:**

**SUMMARY:**

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**ATTACHMENTS:**  
[CC 09052023.docx](#)

City Council



501 Delta Ave  
Marysville, WA 98270

**Work Session  
September 5, 2023**

**Call to Order**

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

**Pledge of Allegiance**

Mayor Nehring led the Pledge of Allegiance.

**Roll Call**

**Mayor:** Jon Nehring

**Council:**

**Present:** Council President Kamille Norton, Councilmember Peter Condyles, Councilmember Mark James, Councilmember Tom King, Councilmember Kelly Richards, Councilmember Steve Muller

**Absent:** Councilmember Michael Stevens

**Staff:** Chief Administrative Officer (CAO) Gloria Hirashima; City Attorney Jon Walker; Finance Director Jennifer Ferrer-Santa Ines; Police Chief Scairpon; Parks, Culture, and Recreation Director Tara Mizell; Community Development Director Haylie Miller; Public Works Director Jeff Laycock; Emergency Preparedness Manager Sarah Lavelle; Communications Manager Connie Mennie (via Zoom), Network Systems Administrator Chris Brown, Public Works Services Manager Skip Knutsen

**Motion** to excuse the absence of Councilmember Stevens moved by Council President Norton, seconded by Councilmember Condyles. **Motion passed unanimously.**

**Approval of Agenda**



**Motion** to waive normal business rules to allow action on a number of business items moved by Councilmember Richards, seconded by Councilmember James. **Motion passed unanimously.**

**Motion** to approve the agenda moved by Councilmember Condyles, seconded by Councilmember Richards. **Motion passed unanimously.**

### **Presentations**

A. Proclamation Declaring Marysville A Welcoming City

Diversity Advisory Committee members were present to receive the proclamation. Mayor Nehring thanked them for their service to the city and read the proclamation into the record.

B. Proclamation Declaring September 2023 as Childhood Cancer Awareness Month in Marysville

Mayor Nehring read the proclamation into the record.

### **Audience Participation**

None

### **Approval of Minutes**

1. July 3, 2023 City Council Work Session Minutes - Revised
2. July 24, 2023 City Council Meeting Minutes

### **Consent**

3. December 31, 2022 (D) Claims in the Amount of \$400,955.10 Paid by EFT Transactions and Check Numbers 160500 through 160573
4. February 8, 2023 Claims in the Amount of \$548,085.83 Paid by EFT Transactions and Check Numbers 160795 through 160894 with Check Numbers 160543 and 160724 Voided
5. March 10, 2023 Payroll Misc. in the Amount of \$14,810.92 Paid by EFT Transactions and Check Number 34546
6. April 5, 2023 Claims in the Amount of \$4,293,132.87 Paid by EFT Transactions and Check Numbers 162094 through 162205 with Check Numbers 160381 and 161974 Voided

7. June 14, 2023 Claims in the Amount of \$1,869,728.36 Paid by EFT Transactions and Check Numbers 163430 through 163599 with Check Numbers 163023 Voided
8. July 10, 2023 Payroll Misc. in the Amount of \$3,363.20 Paid by EFT Transactions and Check Number 34693
9. July 25, 2023 Payroll in the Amount of \$1,779,355.04 Paid by EFT Transactions and Check Numbers 34694 through 34715
10. July 26, 2023 Claims in the Amount of \$1,644,964.60 Paid by EFT Transactions and Check Numbers 164222 through 164320 with Check Number 163829 Voided
11. July 31, 2023 Claims in the Amount of \$674.30 Paid by EFT Transaction with Check Number 164321
12. August 2, 2023 Claims in the Amount of \$1,933,692.37 Paid by EFT Transactions and Check Numbers 164321 through 164488
13. August 7, 2023 Claim in the Amount of \$1617.00 Paid by Check Number 164489
14. August 9, 2023 Claims in the Amount of \$1,139,898.36 Paid by EFT Transactions and Check Numbers 164490 through 164655 with Check Numbers 157337, 159418 and 162042 Voided
15. August 10, 2023 Payroll in the Amount of \$1,816,963.62 Paid by EFT Transactions and Check Numbers 34716 through 34736
16. August 16, 2023 Claims in the Amount of \$511,555.17 Paid by EFT Transactions and Check Numbers 164656 through 164765 with Check Number 162610 Voided
17. August 23, 2023 Claims in the Amount of \$3,331,989.09 Paid by EFT Transactions and Check Numbers 164766 through 164910 with Check Number 163801 Voided

**Motion** made by Councilmember Richards, seconded by Councilmember Muller to approve the entire Consent Agenda. **Motion passed unanimously.**

#### **Review Bids**

18. Contract Award - Jennings Nature Park Bathroom Replacement

Director Laycock reviewed this item. Councilmember Richards asked if this was close to the budgeted amount. Director Laycock replied that it was \$300,000 under the budgeted amount for the total project.

Councilmember King asked if the restrooms would be locked up at night for security. Director Laycock replied that they would.

## **Public Hearings**

### **New Business**

#### 19. D23-202 Public Assistance Grant Agreement

Emergency Preparedness Manager Sarah Lavelle reviewed this item to reimburse for eligible costs for the November 2022 windstorm that were incurred.

#### 20. Data Sharing Agreement with Snohomish County 911

Chief Scairpon reviewed this interlocal agreement which allows Snohomish County 911 to share information with Marysville Police Department. There is no cost associated with this.

#### 21. Cell Tower Sublease with Washington State Department of Transportation

City Attorney Walker reviewed this item.

#### 22. A Resolution relating to public records; adopting public records act rules; issuing a formal order that maintaining an index would be unduly burdensome, ordering publication of this resolution and the public records act rules and appointing the city clerk as the public records officer.

City Attorney Walker reviewed this item.

#### 23. Strawberry Festival Management Agreement

Director Mizell reviewed this. There were no questions or comments.

#### 24. A Resolution in Support of the Transfer of Ownership of Gissberg Twin Lakes Park from Snohomish County to the City

Director Mizell reviewed this item.

#### 25. A Resolution authorizing the Mayor and Grant Coordinator to act on behalf of the city in regard to grants from the Washington State Recreation and Conservation Office.

Director Mizell reviewed this item.

26. Community Project Funding Grant Agreement for the Mother Nature's Window Project

Director Laycock reviewed this item.

27. Local Programs State Funding Agreement and Local Agency Federal Aid Project Prospectus for the Grove Street Overcrossing Project

Director Laycock reviewed this item.

28. Amendment No. 2 to the Ecology Grant Agreement WQC-2018-MaryPW-00094 with the Department of Ecology for the Downtown Stormwater Treatment Project (DSTP) Phase 1

Director Laycock reviewed this item.

29. Amendment No. 1 to the Ecology Grant Agreement WQC-2022-MaryPW-00147 with the Department of Ecology for the Downtown Stormwater Treatment Project (DSTP) Phase 2

Director Laycock reviewed this item.

30. Professional Services Agreement with WSP USA, Inc. for the Grove Street Overcrossing Project

Director Laycock reviewed this item.

31. USDA-APHIS-Wildlife 5-year Cooperative Service Agreement & 2023-2024 Annual Work Plan/Financial Plan

Director Laycock reviewed this item.

32. Coronavirus Fiscal Recovery Funds (CFRF) Interlocal Agreement with Snohomish County— for the Marysville Flood Control Project Grant (CLFR-119b)

Director Laycock reviewed this item.

Councilmember Condyles asked how the diking districts are overseen. Director Laycock explained it is inactive now. The intent is to dissolve it which will be a county process. Councilmember King thought most of the members of the diking district had sold off their property at this point. Director Laycock agreed. Councilmember Muller noted there used to be a line item on property taxes for the diking district which was the funding source. When the dike was breached, that was terminated.

33. Recycling and Organic Waste Collection Services Agreement with Waste Management, Inc.

Public Works Services Manager Skip Knutsen made a presentation regarding the Solid Waste rate study, contracts, and ordinance.

Councilmember Muller asked if having them do the billing would give them more ability to deal with contaminated recycling issues. Mr. Knutsen thought it would.

Council President Norton asked why they weren't charging multifamily previously. Mr. Knutsen was not certain but thought perhaps it had to do with an earlier grant that ran out. Director Laycock agreed that was probably what happened.

34. Third Amendment to Curbside Collected Recyclables, Curbside Collected Yard Waste, Multifamily and Commercial Collection, Processing, Marketing and Disposal Services Agreement with Waste Management of Washington

Skip Knutsen reviewed this item.

Councilmember Muller asked if they are putting something in place to prepare for rate increases in the future. Mr. Knutsen explained they have put increases in place for upcoming years and will look at it again with every budget.

35. An Ordinance Amending chapter 7.08 of the Marysville Municipal Code (MMC) Relating to Solid Waste Rates

Skip Knutsen reviewed this item.

Councilmember Muller asked if this would give them the ability to stay on top of extra items being left out on sidewalks such as couches. Mr. Knutsen explained they have a couple ways to deal with that. People can preschedule for pickup of bulky items. There is a separate rate schedule for that. For things that are being left on the sidewalk, it becomes a code enforcement issue.

Councilmember King asked if it is mandatory for restaurants to subscribe to organics/yard waste service. Mr. Knutsen replied that it isn't mandatory yet. In 2024 there will be a requirement for large producers of organic waste to subscribe to services but this won't apply to most restaurants yet.

Councilmember James asked about the minimum charge for excess bags. Mr. Knutsen reviewed how excess refuse charges are determined.

Councilmember Richards asked about the option to have a once a month pick up for recycling. Mr. Knutsen explained that monthly recycling pickup isn't an option with the current Waste Management contract but they can discuss it with them for the future.

Councilmember Muller asked what the income threshold is for the low-income senior category. Finance Director Ferrer-Santa Ines reported that it was \$45,300 for a household of one with increases for additional people in the home. Councilmember Muller asked if this is publicized. Director Laycock said it is on the website but could also be included in the mailer when they do outreach to address the rates. Councilmember Muller asked about changing the name of “low-income senior” rates to something else avoid any stigma. Director Laycock said they could look into it. Councilmember James asked at what age you qualify for the senior discount. Mr. Knutsen explained it is 62 years old.

Councilmember Condyles asked what the warnings about contaminated recycling look like. Mr. Knutsen replied it is an “oops” tag on the container. Councilmember Condyles asked if the bills reflect the warnings that are given in case someone doesn’t see the tag. Mr. Knutsen didn’t think so but noted that they plan to be actively involved with customers.

Councilmember Richards asked about the timespan for warnings. Mr. Knutsen said he initially thought it reset annually, but it doesn’t appear to be the case. They can take another look at this if needed. This is intended to be an educational mechanism, not a hardship on customers.

Councilmember James asked where the recycling goes. Mr. Knutsen replied that it goes to Cascade Recycling in Woodinville. Councilmember James asked about getting a tour of the recycling facility. Mr. Knutsen said he would arrange for that as soon as it reopens.

36. An Ordinance Amending Chapter 3.67.010 of the Marysville Municipal Code (MMC) Relating to the Solid Waste Department Gross Receipt Tax Rate

Mr. Knutsen reviewed this item.

37. An Ordinance Amending Chapter 3.63.020 of the Marysville Municipal Code (MMC) Relating to the Solid Waste Department Rate Relief for Solid Waste Services

Mr. Knutsen reviewed this item.

38. Interlocal Agreement Regarding Solid Waste Management with Snohomish County

Mr. Knutsen reviewed this item.

39. Solid Waste Management Local Solid Waste Financial Assistance Agreement with the State of Washington Department of Ecology

Mr. Knutsen reviewed this item.

#### 40. Dilapidated Fences in Marysville

Director Miller reviewed this item. Staff has been receiving complaints related to dilapidated fences. She proposed several options and solicited feedback from the Council.

Councilmember Richards asked if Planning Commission had looked at this. Director Miller said they have not.

Councilmember King asked about doing a 50/50 program like they do with sidewalks.

Councilmember James noted that there is no requirement by the City to have a fence, so if a fence is dilapidated, they have the option to fix it or remove it. He noted that some places have quite a bit of land between the sidewalk and where the fence is. Who is responsible for that? Director Miller noted that the property owner is required to maintain the vegetation adjacent to their property. Maintenance could be something that they address in the future.

Councilmember Condyles said he liked the recommended code as presented by staff. He agreed with the funding part and suggested lumping this together with the beautification grant funds in the future.

Councilmember Muller thought that a lot of the fences were not actually optional. They may have been a condition of the plat. Director Miller noted that staff could look into that.

Councilmember Muller said he likes the idea but recommended that if a section of the fence needs replacing, they most likely would want to replace the whole fence to a certain standard so that it looks good. Director Miller noted that staff had only looked into replacing damaged panels. The cost would be a significantly higher number if they are looking at a regional corridor fence improvement. Mayor Nehring agreed with also looking at numbers for a comprehensive corridor improvement (51<sup>st</sup>, 4<sup>th</sup> Street/64<sup>th</sup>, 67<sup>th</sup> Avenue NE).

Councilmember Richards noted that most of this is newly annexed areas. He urged caution on imposing more fees on new residents.

Council President Norton agreed that uniformity would look better and bringing the whole corridor to a certain standard would be desirable. She would be interested in seeing the costs of doing the whole corridor. She was supportive of using beautification grant funds for this. She asked if they had looked into how landscaping could help with the aesthetics even if they have a nice new fence. Director Miller said they had not but they could see if there is a type of plant that wouldn't interfere with the sidewalk.

Councilmember James said if they look at replacing all the fences, they would either have to include gates in all the fences so people can maintain the area outside the fence or the City will have to assume responsibility of caring for the area between the fence and sidewalk.

Councilmember King said he thought this would be a good topic for neighborhood/community meetings.

41. Professional Services Agreement between City of Marysville and Strategies 360 for Consulting Services

CAO Hirashima reviewed the two-year agreement with Strategies 360 for governmental lobbying services.

**Motion** made by Council President Norton, seconded by Councilmember King, to authorize the Mayor to sign and execute the Professional Services Agreement between City of Marysville and Strategies 360 for Consulting Services. **Motion passed unanimously.**

42. An Ordinance Setting Mandatory Minimum Sentences for Certain Crimes Committed by Repeat Offenders and Amending Chapter 6.03 of the Municipal Code.

City Attorney Walker reviewed this item intended to address repeated public disorder crimes. Mayor Nehring expressed appreciation for City Attorney Walker and Chief Scairpon's work on this. He spoke in strong support for some form of this.

Councilmember Muller recommended removing the vagueness of "or more". He was in favor of starting at three and increasing with each occurrence.

Council President Norton thanked staff for working on this and spoke in favor of it.

Councilmember Richards also thanked staff and said he was supportive of it.

Councilmember James asked if this would take away the ability of the judge to have the latitude to make a decision. City Attorney Walker said it would. Councilmember James wondered about having some latitude or compassion for kids that might be having trouble. He wondered about tying it together with drugs. City Attorney Walker said they could add possession if desired by the Council. Mayor Nehring commented that these crimes are the ones that are already tied to drug use. If the discretion is left in, nothing would change, and the average jail stay will remain 6 days.

Councilmember Muller wondered about putting a diversion option in there if they enter a treatment program. City Attorney Walker said they could do that, but he would like to talk to Chief Scairpon about it.



Council President Norton asked how this would impact the drug court/MAP court. City Attorney Walker said they could add that if someone qualifies for MAP court, they could avoid this.

Councilmember Richards asked if they would risk overcrowding the jail with this. Chief Scairpon explained thought there would be plenty of room with the new jail. They currently average 20-30 people with a capacity of 96, but they won't know until they engage in the program. He offered to bring back crime analyst data.

City Attorney Walker indicated staff would bring back some other options.

43. Professional Services Agreement -Supplemental Agreement #2 with Perteet, Inc. for consulting services related to the Riverwalk project.

CAO Hirashima reviewed this item.

**Motion** made by Councilmember Muller, seconded by Councilmember Richards, to authorize the Mayor to sign and execute the Supplemental Agreement #2 with Perteet, Inc. in the amount of \$86,357.00 for a total of \$147,892.00. **Motion passed unanimously.**

### **Mayor's Business**

44. Planning Commission Appointment: Gary Kemp

**Motion** made by Councilmember Richards, seconded by Councilmember James, to approve the appointment of Gary Kemp to the Planning Commission. **Motion passed unanimously.**

45. Parks, Culture, and Recreation Advisory Board Appointments: Tom Lewis and Noah Pylvainen

**Motion** made by Councilmember Richards, seconded by Councilmember Muller, to approve the appointment of Tom Lewis to the Parks, Culture, and Recreation Advisory Board. **Motion passed unanimously.**

**Motion** made by Councilmember Condyles, seconded by Councilmember King, to approve the appointment of Noah Pylvainen to the Parks, Culture, and Recreation Advisory Board. **Motion passed unanimously.**

46. Salary Commission Appointment: Tom Lewis and Vance Titus

**Motion** made by Councilmember Richards, seconded by Councilmember King, to approve the appointment of Tom Lewis to the Salary Commission. **Motion passed unanimously.**

**Motion** made by Councilmember James, seconded by Councilmember Condyles, to approve the appointment of Vance Titus to the Salary Commission. **Motion passed unanimously.**

### **Other Mayor's Business:**

Mayor Nehring acknowledged the Public Works team for receiving an Outstanding Performance Award for the Marysville Wastewater Treatment Plant under the National Pollution Discharge Elimination System Permit from Department of Ecology. He congratulated Director Laycock and presented the award.

### **Staff Business**

City Attorney Walker stated the need for an Executive Session to discuss four items – purchase of real estate, sale of real estate, lease of real estate, and potential litigation. No action was expected; the time was expected to be ten minutes.

CAO Hirashima stated that the beautification grants and hotel motel grants are open now.

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

Councilmember Condyles said he spent a lot of time at the farmers market over August. It was nice to see how it grew as the summer went on. The one comment he heard that from everyone was that they wish it went later in the day so people had time to attend after work.

Councilmember James said he was happy with the Summer Strides program the City of Marysville put on this year. It was a great program.

Councilmember King said the paving projects look great. Touch-a-Truck is happening this Saturday. Connie Mennie is on the Evergreen Fair board. Congrats to her. He acknowledged Sunrise Rotary and Glen Smith who started a Styrofoam recycling program last year.

Councilmember Muller stated he wouldn't be present next week.

Council President Norton welcome new Finance Director Ferrer-Santa Ines.

### **Adjournment/Recess**

9:19 p.m. recess

### **Executive Session**

Council entered Executive Session at 9:25 p.m. to address four items as stated above with no action expected for ten minutes.

- A. Litigation – one item, RCW 42.30.110(1)(b)
- B. Personnel
- C. Real Estate – three items, RCW 42.30.110(1)(c); RCW42.30.110(1)(i)

Executive Session was extended by five minutes and ended at 9:40 p.m. with no action was taken.

**Reconvene Adjournment**

Council reconvened following the Executive Session at 9:41 p.m.

**Adjournment**

The meeting was adjourned at 9:41 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor  
Jon Nehring



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** September 25, 2023

**SUBMITTED BY:** City Clerk Tina Brock, City Clerk

**ITEM TYPE:** Minutes

**AGENDA SECTION:** **Approval of Minutes**

**SUBJECT:** September 11, 2023 City Council Meeting Minutes

**SUGGESTED ACTION:**

**SUMMARY:**

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**ATTACHMENTS:**  
[CC 09112023.docx](#)

City Council



501 Delta Ave  
Marysville, WA 98270

**Regular Meeting  
September 11, 2023**

**Call to Order**

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

**Invocation**

Dan Hazen gave the invocation.

**Pledge of Allegiance**

Mayor Nehring led the Pledge of Allegiance.

**Roll Call**

**Mayor:** Jon Nehring

**Council:**

Present: Council President Kamille Norton, Councilmember Peter Condyles, Councilmember Mark James, Councilmember Tom King, Councilmember Kelly Richards

Absent: Councilmembers Stevens and Muller

**Staff:** Chief Administrative Officer (CAO) Gloria Hirashima; Deputy City Attorney Burton Eggertsen; Finance Director Jennifer Ferrer-Santa Ines; Police Chief Erik Scairpon; Parks, Culture, and Recreation Director Tara Mizell; Community Development Director Haylie Miller; Public Works Director Jeff Laycock; IS Director Stephen Doherty; Fire Chief Vander Pol; Public Works Services Manager Skip Knutsen; Communications Manager Connie Mennie (via Zoom); Athletic Supervisor Jennifer Friess

**Motion** to excuse the absence of Council President Stevens moved by Councilmember Norton seconded by Councilmember Condyles. **Motion passed unanimously.**

**Motion** to excuse the absence of Councilmember Muller moved by Councilmember Richards, seconded by Council President Norton. **Motion passed unanimously.**

### **Approval of Agenda**

**Motion** to approve the agenda moved by Councilmember James, seconded by Councilmember King. **Motion passed unanimously.**

### **Presentations**

A. Swearing-in of Police Officer Rebekah Gibbs

Chief Scairpon introduced Officer Rebekah Gibbs. Mayor Nehring swore her in.

B. Swearing-in of Police Officer Jesse Glenn

Chief Scairpon introduced Officer Jesse Glenn. Mayor Nehring swore her in.

C. Swearing-in of Custody Officer Joseph Fisher

Chief Scairpon introduced Officer Joseph Fisher. Mayor Nehring swore him in.

D. Swearing-in of Police Sergeant Mike Young

Chief Scairpon introduced Officer Mike Young. Mayor Nehring swore him in.

E. Proclamation Declaring Sept. 19, 2023, as I.T. Professionals Day in Marysville

Mayor Nehring read the proclamation into the record.

F. Proclamation Declaring Sept. 25-29, 2023, as Finance & Accounting Week in Marysville

Mayor Nehring read the proclamation into the record.

### **Audience Participation**

Mike Hargrove, 1019 125<sup>th</sup> Place NW, Tulalip, expressed concern about methadone clinics. He urged the City of Marysville to not allow these in the future.

### **Approval of Minutes**

1. July 3, 2023 City Council Work Session Minutes - Revised

**Motion** made by Councilmember King, seconded by Council President Norton, to approve the minutes of the July 3, 2023 Work Session. **Motion passed unanimously.**

2. July 24, 2023 City Council Meeting Minutes

**Motion** made by Council President Norton, seconded by Councilmember King, to approve the minutes of the July 24, 2023 City Council meeting. **Motion passed unanimously.**

**Consent**

3. August 30, 2023 Claims in the Amount of \$2,009,917.22 Paid by EFT Transactions and Check Numbers 164911 through 165052 with Check Number 164575 Voided
4. September 9, 2023 Claims in the Amount of \$1,120,190.02 Paid by EFT Transactions and Check Numbers 165053 through 165158
5. D23-202 Public Assistance Grant Agreement
6. Data Sharing Agreement with Snohomish County 911
7. Cell Tower Sublease with Washington State Department of Transportation
8. Strawberry Festival Management Agreement
9. Community Project Funding Grant Agreement for the Mother Nature's Window Project
10. Local Programs State Funding Agreement and Local Agency Federal Aid Project Prospectus for the Grove Street Overcrossing Project
11. Amendment No. 2 to the Ecology Grant Agreement WQC-2018-MaryPW-00094 with the Department of Ecology for the Downtown Stormwater Treatment Project (DSTP) Phase 1
12. Amendment No. 1 to the Ecology Grant Agreement WQC-2022-MaryPW-00147 with the Department of Ecology for the Downtown Stormwater Treatment Project (DSTP) Phase 2
13. Professional Services Agreement with WSP USA, Inc. for the Grove Street Overcrossing Project
14. USDA-APHIS-Wildlife 5-year Cooperative Service Agreement & 2023-2024 Annual Work Plan/Financial Plan
15. Coronavirus Fiscal Recovery Funds (CFRF) Interlocal Agreement with Snohomish County– for the Marysville Flood Control Project Grant (CLFR-119b)

16. Recycling and Organic Waste Collection Services Agreement with Waste Management, Inc
17. Third Amendment to Curbside Collected Recyclables, Curbside Collected Yard Waste, Multifamily and Commercial Collection, Processing, Marketing and Disposal Services Agreement with Waste Management of Washington
18. Interlocal Agreement Regarding Solid Waste Management with Snohomish County
19. Solid Waste Management Local Solid Waste Financial Assistance Agreement with the State of Washington Department of Ecology

Councilmember King asked to remove item 8 so he could recuse himself for that item.

**Motion** made by Councilmember Richards, seconded by Councilmember Condyles, to approve the entire Consent agenda except item 8. **Motion passed unanimously.**

Councilmember King recused himself.

**Motion** made by Councilmember James, seconded by Councilmember Richards, to approve Consent Agenda 8. **Motion passed unanimously.**

Councilmember King returned to the meeting.

### **Review Bids**

20. Contract Award - Jennings Nature Park Bathroom Replacement

Director Laycock reviewed this item.

**Motion** made by Council President Norton, seconded by Councilmember Richards, to authorize the Mayor to sign and execute the Jennings Nature Park Bathroom Replacement contract with Romtec, Inc. for the amount of \$405,993.02 and a management reserve of \$40,599.30 for a total construction allocation of \$446,592.32. **Motion passed unanimously.**

### **Public Hearings**

### **New Business**

21. Agreement with Mayors and Business Leaders for Public Safety, Inc.

Mayor Nehring recused himself. Deputy City Attorney Eggertsen reviewed this item.



**Motion** made by Councilmember Condyles, seconded by Councilmember King, to authorize the council president to sign and execute the agreement with Mayors and Business Leaders for Public Safety, Inc. **Motion passed unanimously.**

Mayor Nehring returned to the meeting.

22. A Resolution for Proposed Rate Increase at Strawberry Fields and Cedar Field Athletic Facilities.

Athletic Supervisor Jennifer Friess reviewed this item.

**Motion** made by Councilmember King seconded by Councilmember James, to adopt Resolution No. 2536. **Motion passed unanimously.**

23. A Resolution relating to public records; adopting public records act rules; issuing a formal order that maintaining an index would be unduly burdensome, ordering publication of this resolution and the public records act rules and appointing the city clerk as the public records officer.

Deputy City Attorney Eggertsen reviewed this item.

**Motion** made by Councilmember James, seconded by Councilmember Richards, to adopt Resolution No. 2537. **Motion passed unanimously.**

24. A Resolution in Support of the Transfer of Ownership of Gissberg Twin Lakes Park from Snohomish County to the City

Director Mizell reviewed this item.

**Motion** made by Councilmember Condyles, seconded by Councilmember King, to adopt Resolution No. 2538. **Motion passed unanimously.**

25. A Resolution authorizing the Mayor and Grant Coordinator to act on behalf of the city in regard to grants from the Washington State Recreation and Conservation Office.

**Motion** made by Council President Norton, seconded by Councilmember James, to adopt Resolution No. 2539. **Motion passed unanimously.**

26. An Ordinance Amending chapter 7.08 of the Marysville Municipal Code (MMC) Relating to Solid Waste Rates

Director Laycock reviewed this item.

**Motion** made by Councilmember King, seconded by Council President Norton, to adopt Ordinance No. 3283. **Motion passed unanimously.**

27. An Ordinance Amending Chapter 3.67.010 of the Marysville Municipal Code (MMC) Relating to the Solid Waste Department Gross Receipt Tax Rate

**Motion** made by Council President Norton, seconded by Councilmember Condyles, to adopt Ordinance No. 3284. **Motion passed unanimously.**

28. An Ordinance Amending Chapter 3.63.020 of the Marysville Municipal Code (MMC) Relating to the Solid Waste Department Rate Relief for Solid Waste Services

**Motion** made by Councilmember James, seconded by Councilmember King, to adopt Ordinance No. 3285. **Motion passed unanimously.**

## Legal

### Mayor's Business

29. Hotel/Motel Tourism Grant Committee Appointments: Gerald Garcia and Rachel Ralson

**Motion** made by Council President Norton, seconded by Councilmember James, to confirm the appointment of Gerald Garcia to the Hotel Motel Committee. **Motion passed unanimously.**

**Motion** made by Councilmember Richards, seconded by Councilmember King, to confirm the appointment of Rachel Ralston to the Hotel Motel Committee. **Motion passed unanimously.**

Mayor Nehring had the following comments:

- Thanks to Chief Vander Pol and his team for organizing the 9/11 ceremony this morning. Thanks to Chief Scairpon, his team, and other staff's work and participation in this as well.
- He, Council President Norton, and Councilmember James, went to celebrate the 40-year anniversary of the demonstration garden at Jennings Park with Master Gardeners today. He was very impressed and appreciated being involved in this.
- He recognized and congratulated the newest city prosecutor, Emily Tatum.

### Staff Business

Director Miller reported that the September 12 joint meeting with the Planning Commission has been cancelled and rescheduled for September 25 at 5:30 p.m. She will get clarification with legal about Mr. Hargrove's questions about allowing methadone clinics.

Director Mizell:

- Touch-a-Truck was a great event.
- The kids made a unity chain for welcoming week which is hung up downstairs.
- Lots of events are coming up at the Opera House.
- There will be a work party at the dog park at Strawberry Fields on Saturday.
- There will be a senior lunch on September 21 at the Marysville Community Center.

**Call on Councilmembers and Committee Reports**

Councilmember Condyles reported on Snohomish County Tomorrow meeting a couple weeks ago. It was a short meeting but they discussed changes to countywide planning policies regarding annexations. Thanks to Police and Fire for the 911 memorial event today. It is important to keep these memories alive, especially for the younger generations.

Councilmember James agreed that Touch-a-Truck was phenomenal. The Master Gardeners event today was impressive.

Councilmember King reported on the Public Works Committee meeting last Friday. They got an update on projects including playgrounds, pavement. They are the recipients of a Snohomish County Flood Grant. Touch-a-Truck was great. Thanks for approving the Strawberry Festival contract.

Councilmember Richards also attended the Public Works Committee meeting. Congrats to all the new officers who were sworn in tonight. He thanked Mr. Hargrove for coming to share his thoughts tonight.

Council President Norton asked about the name of the new rig. Director Laycock replied that the new hydro excavator has been named Stormy. He expressed appreciation to all the kids who submitted their ideas. Council President Norton agreed that the Master Gardeners tour was great. She was impressed that they grow and donate food to the food bank. Congratulations to new officers. Congratulations to everyone who was involved in today's 911 ceremony.

**Adjournment**

The meeting was adjourned at 7:56 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
 Mayor  
 Jon Nehring



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** September 25, 2023

**SUBMITTED BY:** Senior Accounting Technician Shannon Early, Finance

**ITEM TYPE:** Payroll

**AGENDA SECTION:** **Consent**

**SUBJECT:** August 25, 2023 Payroll in the Amount of \$1,749,498.75 Paid by EFT Transactions and Check Numbers 34737 through 34752

**SUGGESTED ACTION:**

**SUMMARY:**

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**ATTACHMENTS:**



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** September 25, 2023

**SUBMITTED BY:** Senior Accounting Technician Shannon Early, Finance

**ITEM TYPE:** Payroll

**AGENDA SECTION:** **Consent**

**SUBJECT:** September 08, 2023 Payroll in the Amount of \$1,852,880.30  
Paid by EFT Transactions and Check Numbers 34754 through 34772

**SUGGESTED ACTION:**

**SUMMARY:**

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**ATTACHMENTS:**



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** September 25, 2023

**SUBMITTED BY:** Senior Accounting Technician Shannon Early, Finance

**ITEM TYPE:** Payroll

**AGENDA SECTION:** **Consent**

**SUBJECT:** August 25, 2023 Misc Payroll in the Amount of \$2,900.48 Paid by EFT Transactions and Check Number 34753

**SUGGESTED ACTION:**

**SUMMARY:**

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**ATTACHMENTS:**



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** September 25, 2023

**SUBMITTED BY:** Accounting Technician Shauna Crane, Finance

**ITEM TYPE:** Claims

**AGENDA SECTION:** **Consent**

**SUBJECT:** September 13, 2023 Claims in the Amount of \$875,083.60 Paid by EFT Transactions and Check Numbers 165159 through 165287 with Check Numbers 157671 and 164824 Voided

**SUGGESTED ACTION:**

**SUMMARY:**

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**ATTACHMENTS:**  
[091323.rtf](#)

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 9/13/2023 TO 9/13/2023**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
165159	911 SUPPLY INC.	UNIFORM - YOUNG	POLICE PATROL	11.85
	911 SUPPLY INC.		POLICE PATROL	16.42
	911 SUPPLY INC.	UNIFORM - FISHER	DETENTION & CORRECTION	27.36
	911 SUPPLY INC.	UNIFORM - NATTERSTAD	POLICE PATROL	27.36
	911 SUPPLY INC.	UNIFORM - YOUNG	POLICE PATROL	27.36
	911 SUPPLY INC.	MERIT BADGE BAR HOLDER	POLICE PATROL	47.35
	911 SUPPLY INC.	UNIFORM - SAINT DENIS	DETENTION & CORRECTION	73.64
	911 SUPPLY INC.	UNIFORM - FISHER	DETENTION & CORRECTION	74.77
	911 SUPPLY INC.	UNIFORM - ROBERTSON	POLICE ADMINISTRATION	79.12
	911 SUPPLY INC.	UNIFORM - WISEMAN	POLICE PATROL	86.80
	911 SUPPLY INC.	UNIFORM - YOUNG	POLICE PATROL	86.80
	911 SUPPLY INC.	BARS - DEPT ISSUE	POLICE PATROL	95.18
	911 SUPPLY INC.	RECRUITS UNIFORMS	POLICE PATROL	160.34
	911 SUPPLY INC.	UNIFORM - NATTERSTAD	POLICE PATROL	642.32
	911 SUPPLY INC.	UNIFORM - FISHER	DETENTION & CORRECTION	1,321.50
	911 SUPPLY INC.	UNIFORM - ADAMS	POLICE INVESTIGATION	1,959.36
	911 SUPPLY INC.	UNIFORM - WARBIS	POLICE PATROL	1,959.36
	911 SUPPLY INC.	UNIFORM - XIONG	POLICE PATROL	1,959.36
165160	A & A LANGUAGE SERVICE	INTERPRETER SERVICE	COURTS	188.73
165161	ACOSTA, JESSE		COURTS	130.00
	ACOSTA, JESSE		COURTS	133.41
165162	ADVANCED TRAFFIC	BUTTONS FOR TRAFFIC CONTROL	TRANSPORTATION	999.42
165163	AERATOR SOLUTIONS	AERATOR REPLACEMENT MOTORS	WATER/SEWER OPERATION	-1,735.71
	AERATOR SOLUTIONS		WASTE WATER TREATMENT	20,200.71
165164	ALEXANDER PRINTING	PRINT SERVICE	POLICE INVESTIGATION	148.11
165165	ALL ABOUT FENCE LLC	INSTALL/REMOVAL FENCE	CAPITAL EXPENDITURES	5,005.05
165166	ALL CLEAR ASBESTOS	DEMOLITION SURVEY	SEWER CAPITAL PROJECTS	700.00
165167	ALPINE PRODUCTS INC	STREET SIGNS	TRAFFIC CONTROL DEVICES	2,395.81
	ALPINE PRODUCTS INC		TRAFFIC CONTROL DEVICES	6,658.03
165168	ANDERSON, KRISTEN	PROTEM SERVICE	MUNICIPAL COURTS	370.00
165169	ARAMARK UNIFORM	JANITORIAL SUPPLIES	CIVIC CENTER	16.04
	ARAMARK UNIFORM		CIVIC CENTER	16.04
	ARAMARK UNIFORM	UNIFORM CLEANING	EQUIPMENT RENTAL	34.86
	ARAMARK UNIFORM	UNIFORM CLEANING, SHOP SUPPLIES	EQUIPMENT RENTAL	34.86
	ARAMARK UNIFORM	UNIFORM CLEANING	EQUIPMENT RENTAL	46.14
	ARAMARK UNIFORM	UNIFORM CLEANING, SHOP SUPPLIES	EQUIPMENT RENTAL	46.14
	ARAMARK UNIFORM	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	85.75
	ARAMARK UNIFORM		CUSTODIAL SERVICES	85.75
	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	207.50
165170	ARC ARCHITECTS, INC.	PROFESSIONAL SERVICE	PW ADMIN CAP PROJECT	2,493.75
165171	ARLINGTON MACHINE &	WELL COVERS	SOURCE OF SUPPLY	6,782.41
165172	ARLINGTON, CITY OF	ACCT #700033.31	WATER FILTRATION PLANT	37.80
165173	AV CAPTURE ALL, INC.	RECORDING SUBSCRIPTION	MUNICIPAL COURTS	5,907.60
165174	BICKFORD FORD	CREDIT FOR INV 1255146	EQUIPMENT RENTAL	-62.54
	BICKFORD FORD	BRAKE PADS - V013	EQUIPMENT RENTAL	31.21
	BICKFORD FORD	MIRROR LITE ASSEMBLY - J056	EQUIPMENT RENTAL	126.34
	BICKFORD FORD	ENGINE COOLING FAN - P178	EQUIPMENT RENTAL	170.66
	BICKFORD FORD	KEY TUMBLERS	EQUIPMENT RENTAL	214.36
	BICKFORD FORD	TIRE PRESSURE SENSOR - J054	EQUIPMENT RENTAL	221.38
	BICKFORD FORD	WIRING HARNESS - J009	EQUIPMENT RENTAL	280.36
	BICKFORD FORD	IGNITION COIL, SPARK PLUG, GASKET	EQUIPMENT RENTAL	323.03
	BICKFORD FORD	BRAKE AND TANK ASSEMBLY	ER&R	396.09
	BICKFORD FORD	SPARK PLUGS, COIL, GASKET - P176	EQUIPMENT RENTAL	523.88
	BICKFORD FORD	INVENTORY - GEAR OIL	ER&R	1,789.35
165175	BILLING DOCUMENT SPE	PRINTING SERVICE	UTILITY BILLING	461.32



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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
165176	BLACKBURN, COURTNEY	PROTEM SERVICE	MUNICIPAL COURTS	740.00
165177	BOMAR, RICK	INSTRUCTOR PAYMENT	RECREATION SERVICES	672.00
	BOMAR, RICK		RECREATION SERVICES	672.00
165178	CANON FINANCIAL	GIS PLOTTER SERVICE	GIS SERVICES IS	267.80
165179	CASCADE COLUMBIA	POLY ALUMINUM CHLORIDE	WASTE WATER TREATMENT	16,646.30
	CASCADE COLUMBIA		WASTE WATER TREATMENT	16,851.25
165180	CENTRAL WELDING SUPPLY	MESH SURVEYOR VEST	ER&R	24.62
	CENTRAL WELDING SUPPLY		ER&R	24.62
	CENTRAL WELDING SUPPLY	RAIN JACKET AND PANTS	ER&R	265.54
165181	COASTAL FARM & HOME	FLEX-VOLT 20V SAW	PUMPING PLANT	273.49
165182	CONEV, EMILY JANE	UTILITY REFUND	WATER/SEWER OPERATION	272.41
165183	CONSOLIDATED SUPPLY	SOLENOID ASSEMBLY	CIVIC CENTER	392.25
165184	COOP SUPPLY	TARP	PUMPING PLANT	51.41
165185	CORE & MAIN LP	METER ASSEMBLIES	WATER SERVICE INSTALL	29,608.02
165186	CTS LANGUAGE LINK	INTERPRETER SERVICE	COURTS	3.76
	CTS LANGUAGE LINK		COURTS	38.65
165187	CUZ CONCRETE PROD	CUSTOM CART PATH BRIDGE	MAINTENANCE	10,721.20
165188	DAILY JOURNAL OF COM	RESTROOM ADVERTISEMENT	GMA-PARKS	196.80
165189	DAY WIRELESS SYSTEMS	MIKROTIK DISH INSTALL	EXECUTIVE ADMIN	3,202.26
165190	DEMELE, LUCAS & ERIN	UTILITY REFUND	WATER/SEWER OPERATION	156.39
165191	DICKS TOWING	TOWING 23-37591	POLICE PATROL	77.54
	DICKS TOWING	TOWING 23-44126	POLICE PATROL	77.54
	DICKS TOWING	TOWING 23-45927	POLICE PATROL	77.54
	DICKS TOWING	TOWING 23-45987	POLICE PATROL	77.54
	DICKS TOWING	TOWING 23-46868	POLICE PATROL	77.54
	DICKS TOWING	TOWING 23-47009	POLICE PATROL	77.54
	DICKS TOWING	TOWING 65133D	POLICE PATROL	77.54
	DICKS TOWING	TOWING P15	POLICE PATROL	77.54
	DICKS TOWING	TOWING P157	POLICE PATROL	77.54
	DICKS TOWING	TOWING - J066	EQUIPMENT RENTAL	129.23
165192	DK SYSTEMS, INC.	WW TREATMENT SERVICE	WASTE WATER TREATMENT	521.31
	DK SYSTEMS, INC.	EXHAUST FAN REPAIR	MAINTENANCE	533.33
165193	DOBBS PETERBILT	CREDIT FOR INV 026P47383	EQUIPMENT RENTAL	-669.70
	DOBBS PETERBILT	CREDIT FOR INV 026P47507	EQUIPMENT RENTAL	-669.70
	DOBBS PETERBILT	CREDIT FOR INV 026P47703	EQUIPMENT RENTAL	-554.28
	DOBBS PETERBILT	POWER STEERING GASKET - J035	EQUIPMENT RENTAL	12.81
	DOBBS PETERBILT	ROOF MARKER LAMP LIGHT	ER&R	47.91
	DOBBS PETERBILT		ER&R	47.91
	DOBBS PETERBILT	BIGHT MARKER	ER&R	94.02
	DOBBS PETERBILT	PUMP, GASKET	EQUIPMENT RENTAL	554.28
	DOBBS PETERBILT	POWER STEERING ASSEMBLY - J035	EQUIPMENT RENTAL	650.48
	DOBBS PETERBILT	PUMP, GASKET	EQUIPMENT RENTAL	669.70
	DOBBS PETERBILT		EQUIPMENT RENTAL	669.70
165194	DRIVE PAYMENTS, LLC	PAYMENT PROCESSING - AUG 2023	UTILITY BILLING	969.80
165195	E&E LUMBER	FASTENERS	CIVIC CENTER	14.88
	E&E LUMBER	PAINTERS, SHEARS	PARK & RECREATION FAC	21.66
	E&E LUMBER	SUPPLIES	CIVIC CENTER	22.57
	E&E LUMBER	PIPE, BRASS CAP	EQUIPMENT RENTAL	33.64
	E&E LUMBER	MISC. SUPPLIES	CUSTODIAL SERVICES	37.33
	E&E LUMBER	GRAFFITI MARKING SUPPLIES	PARK & RECREATION FAC	43.03
	E&E LUMBER	SAW BLADES	ROADSIDE VEGETATION	47.20
	E&E LUMBER	LAUNDRY FAUCET	PARK & RECREATION FAC	49.22
165196	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	18.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00

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165196	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	312.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	396.00
165197	ELECTRONIC BUSINESS	GIS PLOTTER SERVICE	GIS SERVICES IS	38.29
165198	EMERALD SERVICES INC	SHOP WASTE FEE	EQUIPMENT RENTAL	425.74
165199	ENTERPRISE FM TRUST	DMV FEES, TOLL FEE	EQUIPMENT RENTAL	86.50
	ENTERPRISE FM TRUST	SEPT 2023 LEASE	EQUIPMENT RENTAL	5,776.85
165200	ERICKSON, MATT	UTILITY REFUND	WATER/SEWER OPERATION	268.85
165201	ESPINOSA, NOLA MARIE		GARBAGE	73.69
165202	EVERETT HYDRAULICS	NOW PLOW REPAIR - 218	EQUIPMENT RENTAL	1,019.18
165203	EVERETT OFFICE	OFFICE CHAIR	POLICE PATROL	82.05
165204	FLORIAN, ADRIAN	INTERPRETER SERVICE	COURTS	130.00
165205	G A POWELL INC	UTILITY REFUND	WATER/SEWER OPERATION	50.00
165206	G A POWELL INC	UTILITY REFUND	WATER/SEWER OPERATION	54.36
165207	GARDNER, ROGER	UTILITY REFUND	WATER/SEWER OPERATION	147.88
165208	GEOTEST SERVICES INC	PROFESSIONAL SERVICE	GENL GVRNMNT SERVICES	5,640.20
165209	GLASS FIX LLC	WINDSHIELD REPAIR - A010	EQUIPMENT RENTAL	65.63
	GLASS FIX LLC	WINDSHIELD REPLACEMENT - V063	EQUIPMENT RENTAL	706.72
165210	GRAINGER	PACKING SEAL	WATER FILTRATION PLANT	144.89
	GRAINGER	EAR PLUGS	ER&R	147.14
	GRAINGER	TUBING	SEWER PRETREATMENT	178.74
	GRAINGER	REDUCING BUSHING, DRY WIPE	WATER QUAL TREATMENT	253.73
	GRAINGER	INSULATED FLEXIBLE DUCT, FAN	MAINT OF GENL PLANT	326.12
	GRAINGER	DRINK MIXES	MAINT OF GENL PLANT	544.68
	GRAINGER	PESTICIDE, GLOVES	ER&R	545.36
	GRAINGER	GLOVES	ER&R	619.44
165211	GRANT, ROBERT	PROTEM SERVICE	MUNICIPAL COURTS	185.00
165212	GUARDIAN RFID	WRISTBANDS	GENERAL FUND	-129.72
	GUARDIAN RFID	LICENSE FOR JAIL INMATES	DETENTION & CORRECTION	747.50
	GUARDIAN RFID	WRISTBANDS	DETENTION & CORRECTION	1,509.72
165213	GUPTA, PREMCHAND	INTERPRETER SERVICE	COURTS	183.71
165214	HD FOWLER COMPANY	MISC. SUPPLIES	WATER/SEWER OPERATION	2,612.28
165215	HOME DEPOT USA	WOODEN HANDLES FOR SHOVELS	ER&R	32.82
	HOME DEPOT USA	WOODEN SHOVELS	ER&R	65.64
	HOME DEPOT USA		ER&R	65.64
	HOME DEPOT USA	CLEANING SUPPLIES	CUSTODIAL SERVICES	384.38
	HOME DEPOT USA	BLOOD BOURNE SPILL KITS	CIVIC CENTER	494.99
	HOME DEPOT USA	INVENTORY SUPPLIES	ER&R	543.07
165216	HYLARIDES, LETTIE	INTERPRETER SERVICE	COURTS	130.00
	HYLARIDES, LETTIE		COURTS	146.25
	HYLARIDES, LETTIE		COURTS	146.25
165217	IBS, INC.	DIESEL CAN	EQUIPMENT RENTAL	71.07
	IBS, INC.	SHOP SUPPLIES	EQUIPMENT RENTAL	381.32
	IBS, INC.	GAS CANS, LOCTITE REMOVAL	EQUIPMENT RENTAL	570.47
165218	INNOVATION WELDING	FABRICATION/INSTALL GATES	CAPITAL EXPENDITURES	3,580.12
165219	INTERSTATE BATTERY	INVENTORY - BATTERIES	ER&R	920.92
165220	KELLER SUPPLY COMPANY	SLOAN REPAIR KIT	CIVIC CENTER	212.00
165221	KENDALL CHEVROLET	BRAKE PEDAL - 336	EQUIPMENT RENTAL	78.61
	KENDALL CHEVROLET	ENGINE CLEANER SOLVENT - P157	EQUIPMENT RENTAL	129.32
165222	KUPRIYANOVA, SVETLAN	INTERPRETER SERVICE	COURTS	155.55
	KUPRIYANOVA, SVETLAN		COURTS	285.55
165223	LASTING IMPRESSIONS	SHIRTS AND HOODIES	CUSTODIAL SERVICES	393.24
165224	LES SCHWAB TIRE CTR	TIRES - INVENTORY	ER&R	230.34

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 9/13/2023 TO 9/13/2023**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
	LES SCHWAB TIRE CTR	TIRES - P899	SMALL ENGINE SHOP	277.66
	LES SCHWAB TIRE CTR	TIRES - INVENTORY	ER&R	490.33
	LES SCHWAB TIRE CTR	TRACTION CAP DRIVE	ER&R	951.13
	LES SCHWAB TIRE CTR	TIRES - J058	EQUIPMENT RENTAL	1,362.70
	LES SCHWAB TIRE CTR	DRIVE/STEER AXLE - J068	EQUIPMENT RENTAL	3,409.70
165225	MACDONALD-MILLER FAC	MATERIALS AND LABOR CC	COMMUNITY CENTER	2,125.64
165226	MAGNET FORENSICS	INVESTIGATIVE TOOLS	POLICE INVESTIGATION	4,376.00
165227	MARTINO, KRISTIN	UTILITY REFUND	WATER/SEWER OPERATION	24.95
165228	MARYSVILLE FIRE	EMERGENCY AID SERVICE	FIRE-EMS	22,009.16
165229	MARYSVILLE SCHOOL	BB CAMP CEDARCREST MS	RECREATION SERVICES	32.00
	MARYSVILLE SCHOOL	TENNIS LESSONS TOTEM MS	RECREATION SERVICES	168.00
165230	MARYSVILLE, CITY OF	3RD & STATE AVE	PARK & RECREATION FAC	25.52
	MARYSVILLE, CITY OF	1ST ST BOAT LAUNCH	PARK & RECREATION FAC	26.89
	MARYSVILLE, CITY OF	60 STATE AVE	MAINT OF GENL PLANT	26.89
	MARYSVILLE, CITY OF	1050 COLUMBIA AVE	PARK & RECREATION FAC	41.04
	MARYSVILLE, CITY OF	1049 STATE AVE	CITY HALL	81.02
	MARYSVILLE, CITY OF	316 CEDAR AVE	STORM DRAINAGE	120.66
	MARYSVILLE, CITY OF	1019 CEDAR AVE	PARK & RECREATION FAC	122.03
	MARYSVILLE, CITY OF	1050 COLUMBIA AVE	PARK & RECREATION FAC	133.44
	MARYSVILLE, CITY OF	4TH & I-5 IRRIGATION	PARK & RECREATION FAC	168.08
	MARYSVILLE, CITY OF	1221 3RD ST	OPERA HOUSE	186.60
	MARYSVILLE, CITY OF	1049 STATE AVE	CITY HALL	222.76
	MARYSVILLE, CITY OF	80 COLUMBIA AVE	MAINT OF GENL PLANT	222.76
	MARYSVILLE, CITY OF	61 STATE AVE	PARK & RECREATION FAC	237.84
	MARYSVILLE, CITY OF	80 COLUMBIA AVE	ROADWAY MAINTENANCE	243.80
	MARYSVILLE, CITY OF	514 DELTA RESTROOM	PARK & RECREATION FAC	352.13
	MARYSVILLE, CITY OF	80 COLUMBIA AVE	EQUIPMENT RENTAL	477.75
	MARYSVILLE, CITY OF	1225 3RD ST	OPERA HOUSE	755.27
	MARYSVILLE, CITY OF	1015 STATE AVE	COURT FACILITIES	1,070.93
	MARYSVILLE, CITY OF	80 COLUMBIA AVE	WASTE WATER TREATMENT	1,260.93
	MARYSVILLE, CITY OF		WASTE WATER TREATMENT	2,183.82
	MARYSVILLE, CITY OF		MAINT OF GENL PLANT	3,148.90
	MARYSVILLE, CITY OF	1ST & STATE IRRIGATION	PARK & RECREATION FAC	3,638.97
	MARYSVILLE, CITY OF	514 DELTA AVE	PARK & RECREATION FAC	17,549.08
165231	MC CLURE & SONS INC	PAY APPLICATION #4	SEWER CAPITAL PROJECTS	101,443.86
	MC CLURE & SONS INC	PAY APPLICATION #6	SEWER CAPITAL PROJECTS	264,473.73
165232	MCLOUGHLIN & EARDLEY	CREDIT FOR INV. 0269376	ER&R	-160.14
	MCLOUGHLIN & EARDLEY	LENS CLEAR NON OPTIC	ER&R	137.19
	MCLOUGHLIN & EARDLEY	CLEAR LINEAR MICRO THIN STROBE	ER&R	160.14
	MCLOUGHLIN & EARDLEY	MINI CENTURY 11" AMBER	ER&R	1,048.44
	MCLOUGHLIN & EARDLEY	LINEAR STROBE	ER&R	1,335.71
165233	MODERN ENTERPRISES	LIVE MUSIC PERFORMANCE	OPERA HOUSE	2,500.00
165234	MOTOR TRUCKS	HEADLIGHT ROCKER SWITCH - H008	EQUIPMENT RENTAL	56.15
	MOTOR TRUCKS	O-RING/FUEL PRESSURE SENSORS - 526	EQUIPMENT RENTAL	232.92
	MOTOR TRUCKS	BELT TENSIONER - H008	EQUIPMENT RENTAL	437.05
165235	NAPA AUTO PARTS	CREDIT FOR INV. 4642-539342	EQUIPMENT RENTAL	-72.20
	NAPA AUTO PARTS	DEF FLUID	WATER SUPPLY MAINS	13.81
	NAPA AUTO PARTS		WATER DIST MAINS	55.23
	NAPA AUTO PARTS	AIR/OIL FILTERS	ER&R	178.91
	NAPA AUTO PARTS	RIGHT/LEFT BRAKE CALIPERS - 336	EQUIPMENT RENTAL	187.80
	NAPA AUTO PARTS	AIR/OIL FILTERS	ER&R	292.24
	NAPA AUTO PARTS	DEF FLUID	SOLID WASTE OPERATIONS	1,325.05
165236	NELSON PETROLEUM	ENGINE OIL/TRANSMISSION FLUID	ER&R	3,321.20
165237	NELSON TRUCK EQUIP	CAB STEP KIT - V005	EQUIPMENT RENTAL	162.13

**CITY OF MARYSVILLE  
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
165238	NORTHWESTERN AUTO	DOOR PAINTING - P216	EQUIPMENT RENTAL	1,553.48
165239	ODP BUSINESS SOLUTION	SUPPLIES	POLICE PATROL	237.16
	ODP BUSINESS SOLUTION		POLICE PATROL	292.23
165240	OREILLY AUTO PARTS	DOWER STEERING FILTER	EQUIPMENT RENTAL	15.04
	OREILLY AUTO PARTS	DOOR AJAR WARNING SWITCH - J014	EQUIPMENT RENTAL	27.89
	OREILLY AUTO PARTS	IGNITION COIL - V042	EQUIPMENT RENTAL	41.68
	OREILLY AUTO PARTS	BUMPER	EQUIPMENT RENTAL	46.39
	OREILLY AUTO PARTS	HEATER BLOWER FAN & MOTOR - J008	EQUIPMENT RENTAL	61.13
	OREILLY AUTO PARTS	STARTER ASSEMBLY - 809	EQUIPMENT RENTAL	95.94
	OREILLY AUTO PARTS	HEATER BLOWER FAN, MOTOR - J008	EQUIPMENT RENTAL	103.33
	OREILLY AUTO PARTS	IDLER ARM, PITMAN ARM	EQUIPMENT RENTAL	113.78
	OREILLY AUTO PARTS	OIL FILTER	ER&R	115.79
	OREILLY AUTO PARTS	ALTERNATOR ASSEMBLY - J009	EQUIPMENT RENTAL	144.83
	OREILLY AUTO PARTS	CERAMIC PAD/BRAKE ROTOR	EQUIPMENT RENTAL	153.15
	OREILLY AUTO PARTS	FUEL PUMP, SENDER ASSEMBLY	EQUIPMENT RENTAL	210.62
	OREILLY AUTO PARTS	BRAKE PAD/ROTOR SET - J048	EQUIPMENT RENTAL	285.95
	OREILLY AUTO PARTS	BRAKE PAD SET/ROTOR	EQUIPMENT RENTAL	329.71
	OREILLY AUTO PARTS	A/C COMPRESSOR ASSEMBLY - V013	EQUIPMENT RENTAL	348.60
165241	OTAK	PROFESSIONAL SERVICE	GMA - STREET	4,814.08
	OTAK		GMA - STREET	9,271.91
165242	PARKVIEW ESTATES ARC	COMMUNITY BEAUTIFICATION GRANT	PROTECTIVE INSPECTIONS	7,500.00
165243	PETROCARD SYSTEMS	FUEL CONSUMED	COMPUTER SERVICES	76.59
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	90.12
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	96.16
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	100.42
	PETROCARD SYSTEMS		STORM DRAINAGE	106.37
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	132.62
	PETROCARD SYSTEMS		STORM DRAINAGE	177.42
	PETROCARD SYSTEMS		DEVELOPMENT SERVICES	215.29
	PETROCARD SYSTEMS		ENGR-GENL	250.70
	PETROCARD SYSTEMS		ENGR-GENL	251.56
	PETROCARD SYSTEMS		COMMUNITY	289.13
	PETROCARD SYSTEMS		DEVELOPMENT SERVICES	305.73
	PETROCARD SYSTEMS		CUSTODIAL SERVICES	405.36
	PETROCARD SYSTEMS		COMMUNITY	448.80
	PETROCARD SYSTEMS		CUSTODIAL SERVICES	671.02
	PETROCARD SYSTEMS		PARK & RECREATION FAC	2,704.72
	PETROCARD SYSTEMS		PARK & RECREATION FAC	2,759.12
	PETROCARD SYSTEMS		GENERAL	3,559.44
	PETROCARD SYSTEMS		GENERAL	4,158.27
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	6,918.51
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	7,964.11
	PETROCARD SYSTEMS		POLICE PATROL	11,531.30
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	11,541.49
	PETROCARD SYSTEMS		POLICE PATROL	12,398.86
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	12,475.83
165244	PGC INTERBAY LLC	REIMBURSEMENT FOR GOLF	MAINTENANCE	25.69
	PGC INTERBAY LLC		MAINTENANCE	86.35
	PGC INTERBAY LLC		MAINTENANCE	96.71
	PGC INTERBAY LLC		MAINTENANCE	341.33
	PGC INTERBAY LLC		PRO-SHOP	493.70
	PGC INTERBAY LLC		PRO-SHOP	958.61
	PGC INTERBAY LLC		GOLF ADMINISTRATION	1,073.94
	PGC INTERBAY LLC		PRO-SHOP	1,109.00
	PGC INTERBAY LLC		MAINTENANCE	1,407.36

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
	PGC INTERBAY LLC		MAINTENANCE	1,849.99
	PGC INTERBAY LLC		MAINTENANCE	2,530.80
	PGC INTERBAY LLC		GOLF COURSE	3,454.08
165245	PLATT ELECTRIC	CREDIT FOR INV. 1L30168	PUMPING PLANT	-1,226.57
	PLATT ELECTRIC	CREDIT FOR INV. 3N97954	SOLID WASTE OPERATIONS	-486.22
	PLATT ELECTRIC	CREDIT FOR INV. 2X32157	SOURCE OF SUPPLY	-355.09
	PLATT ELECTRIC	CONNECTOR	FACILITY MAINTENANCE	5.14
	PLATT ELECTRIC	STAT SINGLE POLE	MAINT OF GENL PLANT	21.73
	PLATT ELECTRIC	SCREWDRIVER	FACILITY MAINTENANCE	34.94
	PLATT ELECTRIC	BALLAST	COMMUNITY CENTER	43.43
	PLATT ELECTRIC	DE-OX AERATORS	WASTE WATER TREATMENT	65.57
	PLATT ELECTRIC	HOA SWITCH	WASTE WATER TREATMENT	78.82
	PLATT ELECTRIC	BALLAST	COMMUNITY CENTER	79.23
	PLATT ELECTRIC	TV HOOK-UP	CIVIC CENTER	92.79
	PLATT ELECTRIC	LIGHT REPLACEMENT	SEWER LIFT STATION	101.35
	PLATT ELECTRIC	PUMP REPLACEMENT PARTS	WATER RESERVOIRS	110.42
	PLATT ELECTRIC	WIRE RACK, CONDUIT	CIVIC CENTER	153.15
	PLATT ELECTRIC	MISC. SUPPLIES	COMMUNITY CENTER	154.08
	PLATT ELECTRIC	BALLAST	COMMUNITY CENTER	173.72
	PLATT ELECTRIC	WIRE FOR INTRUSION SWITCH	WATER RESERVOIRS	242.15
	PLATT ELECTRIC	LED R3 MOLT	SOURCE OF SUPPLY	267.03
	PLATT ELECTRIC	HOA SWITCH	WASTE WATER TREATMENT	339.10
	PLATT ELECTRIC	SUPREME ALTO 40W	COMMUNITY CENTER	677.09
	PLATT ELECTRIC	BALLAST	COMMUNITY CENTER	1,056.37
	PLATT ELECTRIC	DRILL BIT, COAX STRIPPER	PUMPING PLANT	1,229.84
	PLATT ELECTRIC	CABLE WIRE	CIVIC CENTER	1,606.50
	PLATT ELECTRIC	LIGHTS	SNOW & ICE REMOVAL	2,886.66
165246	PRUDENTIAL INSURANCE	LONG TERM INSURANCE - GUNDERSON	POLICE ADMINISTRATION	8,539.86
165247	PUD	ACCT #205283641	STREET LIGHTING	8.82
	PUD	ACCT #205026479	STREET LIGHTING	12.09
	PUD		STREET LIGHTING	18.91
	PUD	ACCT #204584361	STREET LIGHTING	19.05
	PUD	ACCT #205481823	GOLF ADMINISTRATION	24.41
	PUD	ACCT #204584361	STREET LIGHTING	25.26
	PUD	ACCT #221303498	STREET LIGHTING	34.64
	PUD	ACCT #223286667	METER READING	45.54
	PUD	ACCT #204879134	TRAFFIC CONTROL DEVICES	65.68
	PUD	ACCT #202576112	STREET LIGHTING	133.00
	PUD	ACCT #203344585	STREET LIGHTING	212.39
	PUD	ACCT #200812808	PUMPING PLANT	267.19
	PUD	ACCT #202461554	SEWER LIFT STATION	341.52
	PUD	ACCT #201098969	PUMPING PLANT	1,095.86
	PUD	ACCT #202604203	STREET LIGHTING	1,832.64
	PUD	ACCT #202576112	STREET LIGHTING	2,527.11
	PUD	ACCT #202604203	STREET LIGHTING	2,748.98
	PUD	ACCT #202882098	STREET LIGHTING	9,350.76
	PUD		STREET LIGHTING	14,625.57
165248	PUGET SOUND ENERGY	ACCT #200004804056	COURT FACILITIES	40.93
	PUGET SOUND ENERGY	ACCT #220015485349	OPERA HOUSE	40.93
	PUGET SOUND ENERGY	ACCT #220015485380	OPERA HOUSE	40.93
	PUGET SOUND ENERGY	ACCT #220015485703	OPERA HOUSE	40.93
	PUGET SOUND ENERGY	ACCT #200007781657	GOLF ADMINISTRATION	42.26
	PUGET SOUND ENERGY	ACCT #200007052364	MAINT OF GENL PLANT	43.60
	PUGET SOUND ENERGY	ACCT #220009207345	OPERA HOUSE	48.94

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165248	PUGET SOUND ENERGY	ACCT #200013812314	MAINT OF GENL PLANT	124.92
	PUGET SOUND ENERGY	ACCT #220026412746	CITY HALL	192.08
	PUGET SOUND ENERGY	ACCT #220026419946	PUBLIC SAFETY BLDG	336.63
165249	PUGET SOUND SECURITY	KEYS	GENERAL	231.33
165250	REECE TRUCKING	CONCRETE/ASPHALT DUMP	ROADWAY MAINTENANCE	166.56
	REECE TRUCKING	ASPHALT DUMP	ROADWAY MAINTENANCE	223.74
165251	RIGHT SYSTEMS, INC.	ARUBA RENEWALS	COMPUTER SERVICES	12,810.01
165252	RITCHESON, TODD & LA	UTILITY REFUND	WATER/SEWER OPERATION	264.46
165253	ROBERT DROLL LANDSCAPE	PROFESSIONAL SERVICE	GMA-PARKS	9,657.03
165254	RUIZ, RAE-ANN	REFUND - RENTAL DEPOSIT	GENERAL FUND	500.00
165255	RYAN, LINDSEY	WFOA 2023 CONFERENCE	FINANCE-GENL	162.80
165256	SAFEGUARD	CHECKS	PROBATION	124.63
	SAFEGUARD		MUNICIPAL COURTS	373.91
165257	SCCFOA	SCCFOA MEMBERSHIP	FINANCE-GENL	40.00
	SCCFOA		CITY CLERK	70.00
165258	SENIOR HEALTH INS	LEOFF INSURANCE - SWEARENGIN	POLICE ADMINISTRATION	2,489.06
165259	SHI INTERNATIONAL	ADOBE RENEWALS	LEGAL-GENL	85.87
	SHI INTERNATIONAL		LEGAL - PROSECUTION	85.87
	SHI INTERNATIONAL		WATER DIST MAINS	85.87
	SHI INTERNATIONAL		POLICE PATROL	85.87
	SHI INTERNATIONAL		GIS SERVICES IS	85.87
	SHI INTERNATIONAL		DEVELOPMENT SERVICES	85.87
	SHI INTERNATIONAL		CITY CLERK	171.36
	SHI INTERNATIONAL		PROBATION	171.36
	SHI INTERNATIONAL		UTIL ADMIN	171.36
	SHI INTERNATIONAL		COMMUNITY	171.36
	SHI INTERNATIONAL		STORM DRAINAGE	343.47
	SHI INTERNATIONAL		POLICE INVESTIGATION	490.05
	SHI INTERNATIONAL		MUNICIPAL COURTS	686.94
	SHI INTERNATIONAL		FINANCE-GENL	688.47
	SHI INTERNATIONAL		POLICE ADMINISTRATION	747.66
	SHI INTERNATIONAL		OFFICE OPERATIONS	772.81
	SHI INTERNATIONAL		COMPUTER SERVICES	1,339.65
	SHI INTERNATIONAL		RECREATION SERVICES	2,622.97
	SHI INTERNATIONAL		EXECUTIVE ADMIN	5,692.88
165260	SISKUN POWER EQUIPMENT	HONDA MOWER - 899P	SMALL ENGINE SHOP	15.76
	SISKUN POWER EQUIPMENT	STARTER GRIP 299	SMALL ENGINE SHOP	36.79
	SISKUN POWER EQUIPMENT	HONDA GENERATOR - 599	SMALL ENGINE SHOP	133.41
	SISKUN POWER EQUIPMENT	STARTER COVER WITH REWIND	SMALL ENGINE SHOP	191.21
	SISKUN POWER EQUIPMENT	HONDA GENERATOR - 599	SMALL ENGINE SHOP	235.03
	SISKUN POWER EQUIPMENT	CUT OFF SAW, SUPPLIES	WATER SERVICE INSTALL	719.54
	SISKUN POWER EQUIPMENT		WATER SERVICE INSTALL	1,740.82
165261	SNO CO PUBLIC WORKS	FRANCHISE AGREEMENT FEE	UTIL ADMIN	83.66
	SNO CO PUBLIC WORKS		UTIL ADMIN	83.66
	SNO CO PUBLIC WORKS		STORM DRAINAGE	83.66
165262	SOLID WASTE SYSTEMS	CONTROL INSTALLATION - J072	SOLID WASTE OPERATIONS	4,233.78
	SOLID WASTE SYSTEMS	HYDRAULIC PUMP, MONO ASSEMBLY	EQUIPMENT RENTAL	9,930.64
165263	SPRAGUE PEST SOLUTION	PEST SERVICE - INTERIOR/EXTERIOR	OPERA HOUSE	138.25
	SPRAGUE PEST SOLUTION	PEST SERVICE - EXTERIOR	SOLID WASTE OPERATIONS	153.16
	SPRAGUE PEST SOLUTION		SOLID WASTE OPERATIONS	175.04
165264	STAPLES	FRAME	RECREATION SERVICES	10.38
	STAPLES	OFFICE SUPPLIES	PROBATION	26.16
	STAPLES		MUNICIPAL COURTS	78.51
	STAPLES		RECREATION SERVICES	133.79
165265	STONEWAY ELECTRIC	MANUAL STARTER AUX CONTACT	WASTE WATER TREATMENT	47.38

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	STONEWAY ELECTRIC	MANUAL STARTER	WASTE WATER TREATMENT	252.06
165266	SUNBELT RENTALS	SCAFFOLD RENTAL	WATER RESERVOIRS	267.81
165267	SUPER HAWK CANOPY	CANOPY INSTALLATION - V069	EQUIPMENT RENTAL	3,063.20
165268	SUPERIOR RESTROOMS	SERVICE ON UNIT #106904	ROADWAY MAINTENANCE	71.11
	SUPERIOR RESTROOMS	SERVICE ON UNIT #11094	ROADWAY MAINTENANCE	142.22
165269	SWIFTCOMPLY US OPCO	SAAS BACKFLOW	WATER CROSS CNTL	7,691.91
165270	TACOMA SCREW PRODUCT	SHOP SUPPLIES	EQUIPMENT RENTAL	42.09
	TACOMA SCREW PRODUCT		EQUIPMENT RENTAL	46.38
	TACOMA SCREW PRODUCT	CLEANER/DEGREASER	ER&R	131.15
165271	THOMPSON, ADELINE	REFUND - BALLET/TAP	PARKS-RECREATION	38.00
165272	TRAFFIC SAFETY SUPPLY	SIGN POSTS, ANCHORS	TRANSPORTATION	4,657.71
165273	TRUE NORTH EQUIPMENT	CERRITO	ER&R	154.75
165274	TXLEY INC	DETERGENT, SUPPLIES	DETENTION & CORRECTION	65.42
165275	ULINE	MAIL SORTER	POLICE PATROL	227.49
165276	UNITED RENTALS	CONTAINER RENTAL	PARK & RECREATION FAC	121.72
165277	USA BLUEBOOK	GLASS FIBER FILTERS	WASTE WATER TREATMENT	308.34
165278	UTILITIES SERVICE CO	PUMP #1 REBUILD	SEWER LIFT STATION	2,461.50
165279	VASCONI, DAVID	UNIFORM ALTERATIONS	COMMUNITY SERVICES UNIT	52.46
165280	WEBCHECK	WEBCHECK SERVICE - AUG 2023	UTILITY BILLING	1,362.03
165281	WET RABBIT EXPRESS	CAR WASHES	EQUIPMENT RENTAL	36.00
165282	WHISTLE WORKWEAR	UNIFORM - KAIPO	GENERAL	69.23
	WHISTLE WORKWEAR	UNIFORM - REMLE	GENERAL	69.23
165283	WILCOX, BEN & MEGAN	UB REFUND	WATER/SEWER OPERATION	542.90
165284	WOODLAND RESOURCE	SPRAY TREATMENT	WASTE WATER TREATMENT	1,941.85
165285	WYATT, WILLIAM	UTILITY REFUND	WATER/SEWER OPERATION	56.34
165286	YBARRA, CHRISTINE	REFUND - SEW TOGETHER	PARKS-RECREATION	50.00
165287	ZIPLY FIBER	FRONTIER POTS LINES	POLICE ADMINISTRATION	45.25
	ZIPLY FIBER		POLICE PATROL	45.25
	ZIPLY FIBER		COMMUNICATION CENTER	45.25
	ZIPLY FIBER		UTILITY BILLING	45.25
	ZIPLY FIBER		GENERAL	45.25
	ZIPLY FIBER		GOLF ADMINISTRATION	45.25
	ZIPLY FIBER		COMMUNITY	90.50
	ZIPLY FIBER		DETENTION & CORRECTION	90.50
	ZIPLY FIBER		OFFICE OPERATIONS	90.50
	ZIPLY FIBER		GOLF ADMINISTRATION	90.50
	ZIPLY FIBER		CITY HALL	135.76
	ZIPLY FIBER		RECREATION SERVICES	181.01
	ZIPLY FIBER		WASTE WATER TREATMENT	226.26
	ZIPLY FIBER		UTIL ADMIN	226.26

**WARRANT TOTAL: 880,433.97**

GRAY AND OBBORNE	VOID	164824	INITIATOR ERROR	4807.47
WILCOX, BEN & MEGAN	VOID	157671	CHECK LOST/DAMAGED	542.90

**REASON FOR VOIDS:**

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

**WARRANT TOTAL: 875,083.60**



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** September 25, 2023

**SUBMITTED BY:** Senior Planner Amy Hess, Community Development

**ITEM TYPE:** Public Hearing

**AGENDA SECTION:** **Public Hearings**

**SUBJECT:** Community Development Block Grant Coronavirus funds Closeout

**SUGGESTED ACTION:** Recommended Motion: Accept public comment, incorporate into Closeout Report as appropriate, and forward on to Department of Commerce to complete grant closeout.

**SUMMARY:** The purpose of the public hearing is to review and receive comments on the City's past performance using \$119,036.91 in Community Development Block Grant - Coronavirus (CDBG-CV) funds for subsistence payments and food insecurity.

**ATTACHMENTS:**  
[WA State Dept of Commerce - Covid Grant Closeout Report Signed.pdf](#)





**Community Development Block Grant – Coronavirus  
CONTRACT CLOSE OUT REPORT**

1. Contract Number: <b>20-6221C-158</b>
2. Grantee Jurisdiction: <b>City of Marysville</b>
3. Chief Administrative Official and Title: <b>Jon Nehring, Mayor</b>
4. CDBG Contract End Date or Project Completion Date: <b>June 30, 2023</b>
5. Final Public Hearing Date:
6. Brief project summary and results achieved: <b>Overall, the subrecipients were successful in expending funds and assisting those negatively impacted by the pandemic and associated financial crisis. As the amount of time since the lock-downs occurred extended, it was more difficult to find eligible individuals that needed rental/mortgage assistance. The amount of time within which funding had to be expended proved challenging as well. Given these two factors, the agency that received funding for subsistence payments was not able to expend all funds before the close of the contract. The agency that received funding for food assistance expended all funds within the contract term. Many City residences were assisted with these funds.</b>
7. Physical address and/or service area of the project/activity(s): <b>City of Marysville</b>


The chief administrative official of the grantee jurisdiction certifies that:

1. The financial information and data provided in this report is accurate as of the signature date indicated below.
2. The project was completed in accordance with the grant contract and scope of work.
3. A final public hearing was conducted to assess project performance.
4. Records supporting the information provided in this report will be maintained for a minimum of six (6) years from final close out and made available upon request.
5. The CDBG Program can use or reproduce all media material provided by the grantee.

In the event audits disclose disallowable costs, the Washington State Department of Commerce shall retain the right to recover an appropriate amount of costs after fully considering the recommendations on disallowed costs resulting from the final audit.

Signature:

  
**Chief Administrative Official**

  
 Date

## FINANCIAL SUMMARY

Budget Summary				
HUD IDIS Activity Number, Budget Code and Description (See the project A-19 invoice voucher information)		Expenditures		
IDIS Activity #	Budget Code and Description	Budget Amount	Funds Expended	Balance*
8558	05Q – Subsistence Payments	\$83,791.00	\$69,036.91	\$14,754.09
8559	05W – Food Banks	\$ 50,000	\$50,000	\$0.00
		\$	\$	\$
		\$	\$	\$
<b>Total CDBG</b>		\$ 133,791.00	\$ 119,036.91	*\$14,754.09
Other Funding				
		\$	\$	\$
		\$	\$	\$
<b>Total Project</b>		\$133,791.00	\$119,036.91	\$14,754.09

\*Any dollar amount reflected in the Total CDBG Balance column will be assumed as a de-obligation and returned to the CDBG Program.

## PROGRAM INCOME

<p>1. Will this project generate program income?</p> <p>2. If “Yes” to question 1, have you submitted a Program Income Reuse Plan to your CDBG-CV project manager?</p> <p>For detail on program income and content of a Program Income Reuse Plan, see Section 4 CDBG Management Handbook.</p>	<p><input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes    <input type="checkbox"/> No</p>
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## BENEFICIARY SUMMARY

At CDBG-CV application, the grantee identified how each project activity would benefit low- and moderate-income (LMI) persons as well as the estimated ethnic and racial breakdown. Actual beneficiary data was required during the project.

### BENEFICIARIES AT CLOSE OUT FORM

**Note:**

- General Administration (your admin) and planning budget codes do not require reporting.
- Totals for Lines 1, 2, and 3 should be the same.
- A separate report is required for each of your contract’s activity codes

**Budget Code: 05Q – Subsistence Payments**

**IDIS Activity Number: 8558**

#### Project Beneficiary – Persons Served

Service Year	2021	2022	2023
New Access (i.e. first in area)	0	2	16
Access to services/facility is no longer substandard	0	0	0
Improved access (i.e. improved proximity)	0	0	0
<b>1. Total Persons</b>	0	2	16

#### Racial/Ethnic Breakdown

Service Year	2021		2022		2023	
	# by Race	# of Hispanic	# by Race	# of Hispanic	# by Race	# of Hispanic
White	0	0	1	0	9	3
Black/African American	0	0	0	0	2	0
Asian	0	0	0	0	0	0
American Indian/Alaskan Native	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander	0	0	0	0	1	0
American Indian/Alaskan Native and White	0	0	0	0	0	0
Asian and White	0	0	0	0	0	0
Black /African American and White	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American	0	0	0	0	0	0
Other Multi-Racial	0	0	1	0	1	0
<b>2. Total</b>	0	0	2	0	13	3

### Low- and Moderate-Income Breakdown

Service Year	2021	2022	2023
Very Low Income (0-30% AMI)	0	0	0
Very Low to Low Income (31-50% AMI)	0	2	15
Low to Moderate Income (51-80% AMI)	0	0	1
<b>Sub-Total</b>	0	2	16
Non-LMI ( 81% AMI and above)	0	0	0
<b>3. Total</b>	0	2	16

**Budget Code: 05W – Food Banks**

**IDIS Activity Number: 8559**

### Project Beneficiary – Persons Served

Service Year	2021	2022	2023
New Access (i.e. first in area)	0	700	320
Access to services/facility is no longer substandard	0	0	0
Improved access (i.e. improved proximity)	0	0	0
<b>1. Total Persons</b>	0	700	320

### Racial/Ethnic Breakdown

Service Year	2021		2022		2023	
	# by Race	# of Hispanic	# by Race	# of Hispanic	# by Race	# of Hispanic
White	0	0	410	59	110	40
Black/African American	0	0	58	19	55	12
Asian	0	0	14	0	9	0
American Indian/Alaskan Native	0	0	0	0	27	5
Native Hawaiian/Other Pacific Islander	0	0	0	0	22	0
American Indian/Alaskan Native and White	0	0	0	0	0	0
Asian and White	0	0	0	0	0	0
Black /African American and White	0	0	0	0	8	0
American Indian/Alaskan Native & Black/African American	0	0	0	0	15	0
Other Multi-Racial	0	0	60	28	12	57
<b>2. Total</b>	0	0	542	106	258	114

### Low- and Moderate-Income Breakdown

Service Year	2021	2022	2023
Very Low Income (0-30% AMI)	0	700	320
Very Low to Low Income (31-50% AMI)	0	0	0
Low to Moderate Income (51-80% AMI)	0	0	0
<b>Sub-Total</b>	0	700	320
Non-LMI ( 81% AMI and above)	0	0	0
<b>3. Total</b>	0	700	320

#### BENEFICIARIES AT CLOSE OUT FROM INSTRUCTIONS:

This data is reported to HUD to document how CDBG funds are used in Washington State. HUD uses this data to report the use of CDBG funds nationally.

**Budget Code and Activity Number:** These are the same budget code(s) and activity numbers used on the budget summary. If in doubt, the Contract Data Sheet sent with the executed CDBG contract lists the budget code(s) and Activity Number(s). Complete columns for each year during which services were delivered under this grant.

NOTE: General Administration (Budget Code 21A) and Planning (Budget Code 20) do not require reporting.

**The totals for 1, 2, and 3 should be the same number.**

1. Project Beneficiary -- Persons Served: Choose the appropriate accomplishment and enter the total number of beneficiaries for each activity.
2. Racial/Ethnic Breakdown: Insert the race and ethnicity for the beneficiary served at project completion. Use the first column, labeled # by Race, to list the number of individuals by racial group. HUD has designated Hispanic as an ethnic group. A person can be identified as both a member of a racial group and an ethnic group, but cannot be designated only as an ethnic group. If an individual is also of Hispanic ethnicity, count the individual also in the second column labeled # of Hispanic. **Do not add the # by Race column and the # Hispanic columns together. # Hispanic is a subset of # by Race.**
3. Low- and Moderate-Income Breakdown: Enter the number of persons by income category. If the 30% and 50% breakdown are unknown, at a minimum, enter the total number of low- and moderate-income beneficiaries as a "Sub-total LMI served". The total of LMI served and non-LMI served should be the same as sections 1, 2, and 3.

The CDBG Income Limits showing 30%, 50%, and 80% levels of area median income (AMI) by county are available on our website at [www.commerce.wa.gov/cdbg](http://www.commerce.wa.gov/cdbg) under Guidance Materials.

**\*Projects meeting LM - the Presumed Benefit Activities:** If the activity qualified as exclusively benefiting clientele in special groups presumed by HUD to be principally LMI persons, report the number of persons benefiting under the following income categories unless you have information that supports reporting them under a different income category.

<b>Group</b>	<b>Income Level</b>
Abused children	Very low income
Battered spouses	Low income
Severely disabled adults	Low income
Homeless persons	Very low income
Illiterate adults	Low income
Persons with Aids	Low income
Migrant Farm workers	Low income
Elderly	Moderate income (If to acquire, construct, convert, and/or rehabilitate senior center)



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** September 25, 2023

**SUBMITTED BY:** Senior Planner Amy Hess, Community Development

**ITEM TYPE:** Public Hearing

**AGENDA SECTION:** **Public Hearings**

**SUBJECT:** CDBG – Program Year 2022 Consolidated Annual Performance and Evaluation Report (CAPER)

**SUGGESTED ACTION:** Recommended Motion: Approve the Community Development Block Grant Program Year 2022 Consolidated Annual Performance and Evaluation Report and direct Staff to provide a summary of, and response to any comments received during the public hearing into the Report, and forward to the U.S. Department of Housing and Urban Development.

**SUMMARY:**

As a recipient of CDBG Program funding, the City of Marysville is required to submit to the U.S. Department of Housing and Urban Development (HUD) a Consolidated Annual Performance and Evaluation Report (CAPER) for Program Year 2022, or the second year of the City's Five Year Consolidated Plan for 2020-2024. The City of Marysville Community Development Department is responsible for preparing and organizing the CAPER as administrator of the CDBG Program.

The CAPER provides HUD and the residents of the City an opportunity to evaluate the overall progress of the CDBG Program in carrying out priorities and specific objectives identified in the Consolidated Plan and PY2022 Annual Action Plan. It also describes actions, changes, and accomplishments during the PY2022 resulting from the CDBG Program funded through HUD.

On August 17, 2023 the Community Development Department provided notice that the City would be accepting written and oral comments from the public prior to and at the Public Hearing scheduled for September 25, 2023. Any additional comments received at the hearing will be incorporated as appropriate.

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**ATTACHMENTS:**

[DRAFT PY2022 CAPER.pdf](#)





# COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

## PROGRAM YEAR 2022 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)

Release Date: August 10, 2023  
Comments Due: September 25, 2023  
Public Hearing: September 25, 2023  
Council Approval: September 25, 2023

Community Development Department ♦ 501 Delta Avenue  
<http://marysvillewa.gov> ♦ 360.363.8000

## CR-05 - Goals and Outcomes

### **Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)**

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

Of the Public Services projects funded, all met or exceeded their goals. The Capital Facilities projects were completed in a timely manner, some completed under budget, and met goals.

To date, \$366,095.65 in CDBG funds have been expended by the City of Marysville CDBG Program for Program Year 2022 (PY2022). The activities and operations of these organizations have been vital to the City fulfilling its goals and objectives in assistance to Homeless Needs and Community Development Needs.

In the Non-Homeless Special needs category, the subrecipients nearly met or exceeded the expected outcomes. Feedback from the community on the services provided has been very positive. These services allow low income seniors and disabled adults to remain in their homes and retain their independence, provide in-home meals to those with food insecurity, and provides meals both during and after school to low income and homeless children throughout the schools which serve the City. The subrecipients track the number of individuals served to determine the accomplishments of the programs as well as surveying those served to determine the level of satisfaction and success of the programs. These programs often result in identifying and assisting clients in securing additional services.

Housing Hope, which provides housing and supportive services for homeless and at risk of homelessness families, met its goals for the ninth consecutive year. This subrecipient aids in preventing homelessness by providing low-income housing along with supportive services to ensure residents can obtain steady employment and stable finances, allowing them to obtain more permanent housing. As the cost of housing continues to rise, and families face high costs of living in almost every facet of their lives, this program and its services has become even more important in the community. Families and individuals are tracked by the subrecipient to determine whether outcomes and goals of the program are being met.

Overall, the goals and objectives outlined in the 2020-2024 Consolidated as well as the Program Year 2022 Annual Action Plan are being met or exceeded, but contending with an ever increasing need.

**Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)**

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee’s program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Community Development	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	5000	23919	478.38%	2500	23919	956.76%
Community Development	Non-Housing Community Development	CDBG: \$	Homeless Person Overnight Shelter	Persons Assisted	0	0		0	0	
Community Development	Non-Housing Community Development	CDBG: \$	Overnight/Emergency Shelter/Transitional Housing Beds added	Beds	0	0		0	0	
Homelessness	Homeless	CDBG: \$	Homelessness Prevention	Persons Assisted	70	69	98.57%	80	69	86.25%
Housing	Affordable Housing Public Housing Non-Homeless Special Needs	CDBG: \$	Homeowner Housing Rehabilitated	Household Housing Unit	75	63	84.00%	85	63	74.12%

Non-homeless Special Needs	Non-Homeless Special Needs	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	565	5603	991.68%	675	800	118.52%
Planning and Administration	Planning and Administration	CDBG: \$	Other	Other	1	1	100.00%	1	1	100.00%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

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**Assess how the jurisdiction’s use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.**

In pursuing the strategies and objectives outlined in the Consolidated Plan, the City anticipates increasing the affordability and condition of decent rental and owned housing units for Marysville’s low- and moderate-income residents, as well as the availability and accessibility of decent housing for people who are homeless or have special needs. The availability, accessibility, and sustainability of a suitable living environment for low- and moderate-income residents should increase due to infrastructure and public facilities improvements and support for public services, and support for employment-related public services. Collectively, these strategies should enhance the availability and accessibility of economic opportunities for those in need.

The City of Marysville allotted \$107,500 of its annual CDBG allocation for the rehabilitation of approximately 75 residential units. This activity supports the Affordable Housing strategy identified in the PY2022 Annual Action Plan (AAP).

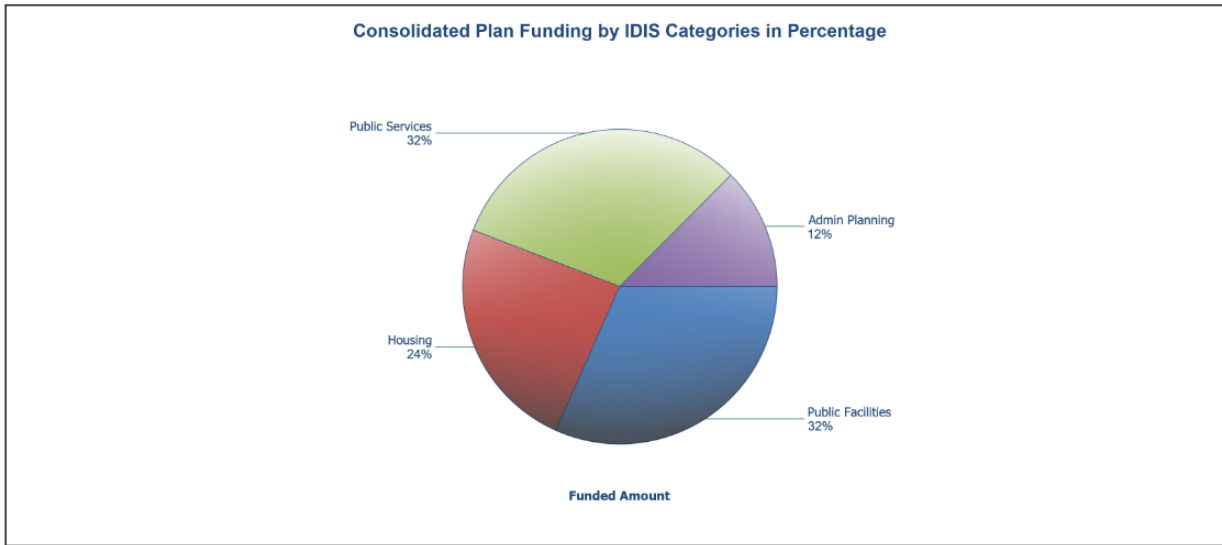
In support of the Homeless Needs strategy identified in the 2022 AAP, about \$16,000 was awarded to assist homeless and at risk of homelessness individuals and families with affordable housing and supportive services, which enable them to obtain and maintain stable housing and employment. In all, 25 families were assisted by these funds, meeting the programs goal of 25.

Capital projects, which will provide residents of a low-income areas with improved access to upgraded facilities, received funding in PY202, supporting the non-housing Community Development Need identified in the 2022 AAP. The projects were completed, one coming in under budget, and provide improved access to upgraded facilities.

About \$43,500 of the PY2022 allocation was awarded in support of the Non-Homeless Special Needs strategy to agencies that serve low-income seniors and persons with disabilities as well as youth. These funds provided low-income senior and disabled households services, which allowed them to retain their current housing, and reduce the feeling of isolation and assist in providing in-home meals. A program provided by the local food bank to provide meals to low income/homeless students has proven to fill an ever-growing need in the Marysville community. The program again met its expected goals. The City has seen the demand for these types of services increase as the cost of living and basic necessities continues to increase.

As housing prices continue to rise area wide, and we see homelessness becoming a bigger and bigger problem, we’ve seen supportvie agencies adapt their services to provide additional outreach and support to assist the residents most in need. There has been renewed effort to connect

those in need with services and assistance.



Graph

DRY

## CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	<b>CDBG</b>
White	12,047
Black or African American	333
Asian	1,171
American Indian or American Native	653
Native Hawaiian or Other Pacific Islander	19
<b>Total</b>	<b>14,223</b>
Hispanic	1,913
Not Hispanic	12,310

Table 2 – Table of assistance to racial and ethnic populations by source of funds

### Narrative

The City works to provide funding to agencies that serve racially and ethnically diverse individuals and families. The City encourages subrecipients to reach out to groups that may be isolated in ways such as translating informational materials to the languages other than English that are most commonly spoken in the area. Families served were all low-income or at risk of homelessness and/or of racially and ethnically diverse populations.

## CR-15 - Resources and Investments 91.520(a)

### Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	375,949	366,097

Table 3 - Resources Made Available

### Narrative

The City received a total of \$375,949.00 in CDBG funds for PY2022. The Cedar Field Capital Project from came in under budget for the activities for PY2022, and that balance will be forwarded to the projects remaining activities in PY2023. \$366,095.65 was expended for PY2022 projects and activities as of the date of this report. An additional \$587,033 was allocated to the City to prepare, prevent and respond to Coronavirus through the Federal CARES Act. During the 2022 Program Year, \$23,089.39 in CDBG-CV funds were expended. To date, \$571,105.33 of the CV funds have been expended.

### Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
City of Marysville	83		
Downtown Marysville	17		

Table 4 – Identify the geographic distribution and location of investments

### Narrative

The Homage Senior Services of Snohomish County Public Service and Capital Projects funded by CDBG funds serve individuals and families City-wide. The service provided by the Food Bank also serves students City-wide. Some of the residents served may be in the Downtown area, though it is not a requirement to be eligible for the service. The City does not track whether clients are located in Downtown Marysville, therefore, the percentages above may not provide an entirely clear representation. Only funds awarded to projects that are specific to the Downtown area are included in the numbers above. Much of the downtown area falls within low-moderate income census tracts.

The Beachwood apartments are located within the Downtown area. Housing Hope, which operates the facility, was awarded and expended \$16,119 at this location. The Boys and Girls Club Capital upgrade project and Cedar Field project were completed within the Downtown Area, expending about approximately \$48,000 collectively.



## Leveraging

**Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.**

The City actively seeks funding sources in addition to CDBG to leverage its resources. Grant funds from Highway Safety Improvement Program (HSIP), Surface Transportation Program (STP), Congestion Management and Air Quality Improvement (CMAQ), Transportation Benefit District, Marysville Sunrise Rotary, United Way, HUD- CoC, Older Americans Act, Nutrition Services Incentive Program, and others were used for multiple projects throughout the City. These sources helped fund, in part, projects such as Safe Routes to School, Pedestrian and Bike Safety corridors, pavement preservation, and more. By securing CDBG funds, subrecipients were able to leverage additional funds from a number of the above referenced resources, as well as others. Cedar Field is owned by the City, is located both within a low-mod census tract, and in the identified Downtown area.

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## CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	25	24
Number of Non-Homeless households to be provided affordable housing units	0	0
Number of Special-Needs households to be provided affordable housing units	0	0
<b>Total</b>	<b>25</b>	<b>24</b>

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	75	63
Number of households supported through Acquisition of Existing Units	0	0
<b>Total</b>	<b>75</b>	<b>63</b>

Table 6 – Number of Households Supported

**Discuss the difference between goals and outcomes and problems encountered in meeting these goals.**

An increase in costs of goods contributed to a lower over-all number of rehab of existing units. Additionally, the funding awarded to support homeless households was less than the applicant had originally requested.

**Discuss how these outcomes will impact future annual action plans.**

Based on prior performance and outcomes, the City will likely continue to work with these agencies as the goals and outcomes are being met, nearly met, or exceeded, and the need in the community continues to grow. The City anticipates the need for sustainable and affordable housing to continue to increase as housing prices continue to increase across the region, and the housing stock continues to fall short of the demand. The goals established by both the City and the subrecipients seem attainable based on the funding available, and the City will likely continue with similar goals assuming similar funding levels.

The limited amount of funds the City receives may limit the number of agencies that apply for City CDBG funds, so we generally see applications from the same agencies. These agencies serve a great need within the City, and their ability to not only meet but also exceed their goals lends itself to continued likely funding in the future. The City will work on outreach to connect with other agencies that may provide needed services in the City. The City will also continue to work with subrecipients on outreach to the public to increase awareness of the services and programs available.

**Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.**

<b>Number of Households Served</b>	<b>CDBG Actual</b>	<b>HOME Actual</b>
Extremely Low-income	43	0
Low-income	15	0
Moderate-income	5	0
<b>Total</b>	<b>63</b>	<b>0</b>

**Table 7 – Number of Households Served**

**Narrative Information**

The Public Service activities funded by CDBG funds have a requirement that recipients of services qualify as extremely low, low, or moderate-income. Capital projects completed are within low-moderate income census tracts and/or are presumed to serve low-mod clientele.

**CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)**  
**Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:**

**Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

The Marysville Police Department (MPD) visits homeless camps, reaching out to the homeless population regularly with the Embedded Social Worker program to assess needs and offer services/resources. The program has grown, hiring a Case Manager and an additional mental health social worker. The team focuses on a three-prong approach; mental health, homelessness, and addiction. They also assist with MPD patrol units to connect residents with mental health services.

Social workers/officers go into the field to identify, locate, and connect with homeless and vulnerable populations. The Social workers help individuals locate/navigate social and health services in an effort to foster long-term relationships and break the cycle of homelessness, mental health, and/or chemical dependency. Over 150 individuals have been placed in assessments for treatment, many have gotten in to treatment and have graduated. The team provides ORCA cards to individuals that are compliant with their treatment programs so that they can travel to and from appointments, jobs, etc.

The City works with Snohomish County, which has worked to refine its outreach aimed at engagement of persons living in encampments or other places not meant for human habitation, particularly those who are chronically homeless, with its partner agencies: the Compass Health PATH Program, Volunteers of America and Catholic Community Services. These agencies conduct coordinated entry intake and assessment for this population to ensure access to homeless housing and services. All persons reported as living in encampments or places not meant for habitation are assessed with common tools and entered into the coordinated entry HMIS. System enhancements include the addition of behavioral health navigators to increase outreach/engagement of homeless persons with current, problematic mental health and/or substance abuse barriers. 2-1-1 provides assistance and flexible funding to help first responders meet the needs of homeless persons in crisis situations. These additions result in increased expertise and system capacity to engage homeless persons as well as the availability of more services that are tailored to the unique needs of individual households.

The City distributes information to a large e-mail distribution list that includes agency staff serving homeless and other vulnerable populations. This provides a useful vehicle for agency staff and outreach workers to stay informed of community resources or other opportunities that might assist in their work connecting homeless persons with housing/services. Standardized assessment of needs occurs through the outreach/engagement team referenced above as well as homeless housing navigators specializing in different areas. Youth outreach workers engage and assess homeless youth throughout Snohomish County. Cocoon House opened a youth center in 2019 that provides resources for people ages 12-24 and their families. The facility provides direct access to mental health and substance abuse services,

educational opportunities and vocational resources.

The Veterans Homeless Committee and navigators provide assessment and outreach to homeless veterans. DVS of Snohomish County provides coordinated entry assessment and navigation to families experiencing domestic violence. Assessment allows referral and connection to tailored services based upon need and leads to individualized action plans that include housing stability, services tailored and specific to the identified needs, and more specialized assessments as needed.

The number of individuals and families at risk of homelessness or experiencing homelessness has risen as a result of exceptionally high housing costs. Agencies county and state wide are trying to adapt to the difficulties associated with the extremely high cost of housing and recent statewide zoning changes that will impact future development.

### **Addressing the emergency shelter and transitional housing needs of homeless persons**

Housing Hope received CDBG funds in PY2022 to provide not only low-income housing to homeless and at risk of homelessness persons and families, but supportive services that include adult education, life skills training, such as money management, cooking, parenting and decision making, and case management that aid in transitioning to stable, permanent housing. These services resulted in 69 individuals (24 families) maintaining current housing or moving on to permanent stable housing, increasing their ability to obtain and maintain employment, and completing steps towards securing disability related income where appropriate.

The City works with local agencies to operate Micro Extended Shelter Houses (MESH) throughout the City. These houses provide graduates of recovery programs, including graduates of the Embedded Social Worker Program, a safe place to go and offer vocational and life-skills training to assist formerly homeless persons transition back in to the community. Some houses are for women only, men only, and one house is for families. The City added a sixth MESH house to the community recently. These houses provide residents with a sense of community, connection, and support.

There is not an emergency shelter located in Marysville City limits. The City coordinates with the County, which has developed a centralized coordinated entry system for access to housing and services that has streamlined referrals to housing programs and ensures that those who are most vulnerable and have the highest service needs are prioritized and matched with appropriate interventions.

The inventory of emergency shelter includes facilities for families, single men, and single women as well as emergency motel vouchers, cold weather shelters and emergency shelter and services for households experiencing domestic violence. To ensure equitable and efficient access to housing and services, shelter residents are entered into coordinated entry.

The County and Continuum of Care (CoC) continues to work with shelter providers to strategize about how to decrease shelter stays and increase exits to permanent housing as well as assessing and

meeting the various service needs of shelter residents. One key strategy has been to expand housing assistance in shelters. A second key strategy that has been prioritized and promoted by the CoC is a housing-first policy for all funded rental assistance projects. Providers are expected to house all eligible households as quickly as possible and without program prerequisites or service requirements, helping to lower barriers to housing.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs**

Funds were awarded to Housing Hope, which provides transitional housing in conjunction with comprehensive supportive services and permanent supportive housing to families and individuals who are homeless or at risk of becoming homeless. In PY2022, Housing Hope expected to serve 25 families, and was able to serve 24. All of the 24 homeless or at risk of homelessness families served, maintained their current rental housing or moved to other permanent stable housing, exceeding the expected 20 of 25 families. Individuals also met expectations in the areas of increasing their ability to obtain and maintain employment as well as securing additional disability related income.

Supportive services provided by Housing Hope provide clients with education, skill building, parenting classes, job training, and more which allows them to obtain and maintain employment, stabilize family units, as well as secure income and future permanent housing.

Funds awarded to Homage Senior Services of Snohomish County provide services to low income seniors and disabled adults. Many of the repairs provided result in individuals being able to stay in their homes and retain their independence rather than becoming homeless or being forced into assisted living establishments. The Meals on Wheels program provided 11 unduplicated Marysville residents meals delivered to their homes, improving their health and independence. This program acts as another point of contact to put clients in touch with needed services to assist in retaining their housing and independence.

A small amount of remaining CDBG-CV funds continued to be expended for rental/mortgage assistance for those negatively impacted by COVID-19 in an effort to assist in maintaining current housing and to assist at risk populations negatively impacted by COVID-19 with rental assistance.

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals**

**and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

The City allocated approximately \$16,000 of CDBG funds that provided supportive services that address the needs of the homeless population. Specifically, funds were utilized by the organization for transitional housing with supportive services and permanent supportive housing to aid families in the transition to self-sufficiency. In PY2022, 100% of those served by these funds were able to maintain their housing or obtain other permanent stable housing. One hundred percent of those served increased their ability to obtain and maintain employment.

Case Managers meet with residents weekly at the Beachwood Apartment complex in Marysville. Case managers assist in addressing daily problems, reinforcing successes and offering guidance including basic education, access to child support, legal remedies, quality childcare, and preparation for employment. Residents can utilize rent subsidies they have earned during their successful stay in the Transitional Living Program when they move on to permanent housing. This program has been, and continues to be successful, continually exceeding its annual goals.

Using the CDBG funds available, the City will continue to work to reduce and work toward ending homelessness in Marysville by providing funds to nonprofit organizations such as Housing Hope that provide transitional housing with supportive services for families. The City will continue to encourage subrecipients of public service funding to educate clients and connect them with other appropriate services and support for continued success.

## **CR-30 - Public Housing 91.220(h); 91.320(j)**

### **Actions taken to address the needs of public housing**

The City works in conjunction with HASCO to achieve its public housing goals. HASCO owns about 350 rental units in the City, 84 of which serve senior/disabled households. HASCO transferred ownership of the group home, Maud's House, with eight beds of short-term transitional housing for homeless families with children in Marysville to Volunteers of America.

During the 2022 program year, the Housing Authority of Snohomish County (HASCO) continued to administer HUD Section 8 Voucher programs that provide rental assistance to very low-income and extremely low-income households in Snohomish County. HASCO completed disposition of its public housing units as described below and continued to manage other units of assisted affordable housing in Snohomish County.

In November 2015, HASCO completed a Section 18 disposition of its public housing unit. HASCO provided tenant protection vouchers to all of HASCO's public housing residents, who could choose to stay in their current unit or move with their voucher and continue to pay an affordable rent. HASCO operates the 30-unit development designated for people that are elderly and/ or have disabilities as rent-subsidized project-based voucher housing and operates the remaining units as affordable housing with below-market rents. The additional rental revenue received at those properties under that operating model allows HASCO to address the current and future capital needs of the properties, as well as increase the energy and water efficiency of the properties. In addition, HASCO plans to undertake property maintenance activities to provide safety, energy-efficiency, and accessibility.

The City is working with legislators to expand the low-income housing tax credit, designed to help finance affordable housing and lower housing costs. The City supports local efforts on the federal level of expanding the credit to apply not just for new construction, but refurbishing existing housing as well.

### **Actions taken to encourage public housing residents to become more involved in management and participate in homeownership**

During the 2022 program year, HASCO continued to undertake the following activities to encourage its program residents to become more involved in management and participate in homeownership programs:

- Continued to have a resident Commissioner on its six-member Board of Commissioners which



provides an important voice on the Board and represents the interests of residents. Continued to convene the Resident Advisory Board, comprised of Section 8 Housing Choice Voucher program participants, to assist in the development of the annual Public Housing Agency Plan. Continued to print and distribute quarterly newsletter for Section 8 Housing Choice Voucher Program participants. The newsletter is designed to inform residents of activities at HASCO and to provide information on ways residents can become involved in HASCO activities, such as the resident Board Commissioner position and the Resident Advisory Board. Newsletters also feature articles about home safety and available resources in the community, which could provide supplemental support to families who qualify. Continued to provide homeownership opportunities at three manufactured housing communities in Snohomish County. Continued to collaborate with HomeSight to provide purchase assistance and homeownership education and counseling for purchasers of homes at these properties. Continued to provide the Manufactured Home Replacement Program at two senior (55+) manufactured housing communities. The program replaces outdated pre-HUD code homes with HUD-code, energy-efficient manufactured homes. Continued to have its Community Services Department make referrals to classes on homeownership offered by HomeSight, Housing Hope, or other agencies.

#### **Actions taken to provide assistance to troubled PHAs**

The only PHA active in Marysville is Housing Authority of Snohomish County (HASCO). HASCO has proven to be a vital asset not only to Marysville, but also to the County as a whole in providing affordable housing and adapting to the changing needs of the populations it serves.

## **CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)**

**Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)**

During the 2022 program year, the City worked to reduce barriers to affordable housing by awarding CDBG funds to projects that help develop or maintain decent and safe affordable housing for low-to-moderate-income persons in our community. The City offers Residential Density Incentives, which allow developers increased density in exchange for rental housing permanently priced to serve nonelderly low-income households or designed and permanently priced to serve low-income senior citizens. These incentives are currently being reviewed to determine if revisions are necessary to encourage developers to take advantage of them or if alternative incentives should be developed. The City's Long Range Planning division is reviewing possible code revisions to address the ever-increasing need for affordable housing.

The City is closely monitoring the potential impacts of the passage of House Bill 1110, which will impact single-family development across the state.

The Snohomish County Assessor's Office administers a number of programs that help reduce property taxes for property owners with limited income. This includes a property tax exemption program for senior citizens and disabled persons with limited incomes and tax deferral programs for senior citizens, disabled persons, and other homeowners with limited incomes. Property tax exemptions are also available through the Washington State Department of Revenue for some types of affordable housing projects. The City offers discounts on utility bills for which it is a purveyor for low-income individuals, as well as tax rebates.

### **Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)**

The leading obstacle to meeting underserved needs continues to be the limited funding available to address the needs and population in the community. This has become an even greater obstacle in the past few years as the number of homeless and at risk of homelessness individuals and families has risen and availability of affordable housing has not increased proportionately. The affordable housing landscape proves to be a rapidly changing and difficult issue to address.

Lack of overnight and emergency shelters has been identified as an ongoing problem as has the lack of affordable housing. The City has explored options and worked with local stakeholders to determine the best way to address these needs. City staff are part of a committee that will evaluate and score proposed projects to be funded with the 9% Low Income Housing Tax Credit Incentive in Snohomish County to support increasing affordable housing options in the County and hopefully the City.

The City participates in the countywide Partnership to End Homelessness, which helps research, and identify trends and causes of homelessness and chronic homelessness. The Committee is working through its third year of a 5-year strategic plan. The committee has also been actively engaged in identifying the changing needs related to affordable housing and overall needs.

The Housing Authority of Snohomish County administers new rental housing vouchers Countywide that were awarded and brought on-line in the past few years for veterans and for families with children in, or at risk of being placed in foster care and for young adults exiting foster care.

### **Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)**

The City continues to pursue the Lead-based Paint Strategy and Anti-poverty Strategy as described in the Strategic Plan to evaluate and reduce the number of housing units containing lead-based paint hazards and reduce the number of poverty level families residing in them. The City has worked with Subrecipients to ensure that clients are provided information regarding Lead-based Paint upon application for services.

The City requires subrecipients to notify clients of hazards of lead-based paint. These requirements are outlined in the Subrecipient Agreement. The subrecipient achieves this by giving each client a Lead Based Paint pamphlet and having them sign an acknowledgment of receipt. These documents are available for review upon HUD's request. This document is added to each client's permanent file. In addition, each client file folder has the below acknowledgment for staff:

*Home built after 1978 - LBP Requirements are not required.*

*Home built before 1978 - Each work order will include the following statement:*

*"The repair work does not exceed the threshold necessary for additional LBP testing. (If the work exceeds the threshold, and CDBG funds will be utilized, the necessary requirements will be followed and documented.)"*

Included in their Program Guidelines Manual are specifics of the hazards lead-based paint poses, how it can become airborne, HUD's regulations, and the subrecipient's specific practices for dealing with lead-based paint. The City has access to these client files upon monitoring visits. The City continues to ensure that this information is provided to clients by the subrecipient and that safe practices are occurring.

### **Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)**

Public Service projects funded provide case management, employment and training support, and other supportive services that assist low-income and homeless persons obtain the skills, income, and other resources necessary to move towards self-sufficiency. Twenty-five families were served by CDBG funds during PY2022, 24 of whom were able to maintain their current housing or transition to permanent

housing and increase their ability to obtain and maintain employment.

Agencies are working more closely to ensure that families that do seek support are connected with the appropriate agencies and supportive services as this landscape continues to evolve post pandemic in the face of the mental health crisis gripping much of the country.

Supportive meals services also play a role in reducing the number of poverty-level families by allowing them to spend the limited income they have on housing rather than food and helping to connect them to other services and assistance.

### **Actions taken to develop institutional structure. 91.220(k); 91.320(j)**

Steps to increase communication and notice related to the CDBG application process have continued to be implemented this year. The City webpage has been recently updated to be more user friendly and easier to navigate. A brochure which highlights the ways in which CDBG funds have been utilized to enhance the community as well as how other private industry, nonprofit organizations, community and faith-based organizations, philanthropic organizations, and public institutions can apply for CDBG funds is developed and distributed annually. The City continues to add to its database of contacts to distribute CDBG related funding material to. The Mayor holds regular Coff Klatches where the City's involvement with helping the community members most in need is a regular topic.

### **Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)**

The City strives to continue local coordination efforts that link housing and service providers. Coordination is achieved through participation in various community partnerships and collaborative efforts, such as the Housing Authority of Snohomish County, and the Snohomish County Continuum of Care. The City has a representative on the Partnership to End Homelessness committee, which is dedicated to increasing coordination between housing, health, and Homeless liaison agencies. These partnerships and collaborations provide ongoing opportunities for public and private agencies to coordinate and align efforts around housing, homelessness, direct services, and enhancing systems coordination. The Systems Coordination Committee of the Partnership to End Homelessness Governance Board has worked to develop a 'Services Crosswalk' from a life domains matrix that is used by housing agencies to assess their clients' level of self-sufficiency in multiple areas such as mental health, employment, healthcare, etc. This crosswalk will ensure that housing agencies are connecting their clients to the services that are appropriate to meet their needs in the most efficient manner.

### **Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)**

The major impediments to fair housing opportunities identified in Snohomish County and the City of Marysville include the lack of information and referrals of housing complaints to appropriate agencies; a

likely pattern of discrimination against people with disabilities; limited transit options for low income, disabled, senior residents and refugees; and a likely pattern of mortgage lending discrimination against people of color. The City is working with Community Transit on adding additional routes and stops in areas of need and in areas with large expected population increase. The Bus Rapid Transit (BRT) lines will help to connect residents to employment and service areas.

The City works to raise public awareness and understanding of fair housing choice by posting brochures and resources in public City spaces, displaying educational posters, and providing information on the City's website. Social media is another tool the City has implemented for outreach. Outreach and education materials are also available thru the Housing Authority of Snohomish County's (HASCO) webpage.

The City continues to work to improve knowledge of and access to resources related to Fair Housing utilizing its website, public access cable channel, as well as in public buildings, social media, and at City Sponsored functions. The City is also looking to add a new position that will act as a housing and community needs advocate. This position is in the development stages as the City works to identify how best this position can serve the community.

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## **CR-40 - Monitoring 91.220 and 91.230**

**Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements**

Organizations selected to provide services utilizing CDBG funds sign an agreement, which outlines roles and obligations of the City and subrecipient, and provides a framework for monitoring. Organizations awarded funds are required to provide quarterly reports as well as other reports throughout the year as determined by the specific type of project. All CDBG funded activities, which qualify under Low/Mod Limited Clientele (LMC) benefit, are required to collect data and report the number of clients served by income, race/ethnicity, and head of household.

Quarterly reports are analyzed upon receipt to ensure that the subrecipients are progressing toward their goals and expected outcomes in a timely manner. During PY2022, all quarterly reports received demonstrated that subrecipients were progressing in a timely manner towards meeting their goals and expending funds, often times well before the end of the program year.

The City provides technical assistance throughout the completion of the activity to ensure that program requirements are being met and funds are expended in a timely way. Staff reaches out to subrecipients if it does not appear that they are making progress towards their goals, or if an extended amount of time passes with no requests for reimbursement are received.

Based upon review of the City's performance and accomplishments during the past year, the City is meeting the objectives outlined in the 2020-2024 Con. Plan. Staff has taken an active role addressing the special needs populations within the community and actively pursued the resources identified in its 2020-2024 Con. Plan and 2022 AAP that it would use to carry out the programs and activities. Target populations were assisted in ways which allowed them to increase the safety and livability of their homes, increase food security, as well the availability of training and resources to enable them to obtain and maintain jobs and more permanent income and housing. Gaps in infrastructure and safety in key areas were addressed as were improvements to public facilities. Assistance to those negatively impacted by the COVID-19 pandemic took place early in the year.

The City funded agencies that assist low-moderate income and special needs populations. Based on reports obtained as a result of monitoring, we were able to see that many of the agencies funded continue to surpass their goals and serve an ever growing and changing need in the community. Some of the agencies are expending all funds in the third quarter or earlier in the program year, affirming the growing need in the community. The City routinely receives inquiries from subrecipients on availability of additional funding sources.

The minor home repair program was very successful in serving senior and special needs populations and

enabling them to remain in their homes and feel less isolated and more independent. The Meals on Wheels program assisted low-income seniors and disabled adults in improving their health and maintaining their independence and increasing safety for these vulnerable populations. Food security for local low-income students by providing meals during school closures was improved. The Boys and Girls Club, Cedar Field, and Food Bank capital projects improved access, safety, and availability to improved facilities in low-income neighborhoods.

Staff has continued to work with subrecipients to ensure timely submittal of required reports. Review of these reports gives staff the opportunity to ensure that the City is progressing towards the goals and objectives outlined in the 2020-2024 Consolidated Plan as well as the 2022 Annual Action Plan.

#### **Citizen Participation Plan 91.105(d); 91.115(d)**

##### **Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.**

Notice of a public comment period and public hearing were posted in the local paper, on the City's webpage, social media pages, and a 'News Flash' was released inviting comments and participation leading up to and at the scheduled public hearing. Those signed up for notifications from the City webpage will also receive an email. Notice of the public comment period and public hearing were provided in accordance with the Citizen Participation Plan and City public hearing notice requirements.



## CDBG PY2022 DRAFT CAPER RELEASED

Community Development Department – 501 Delta Avenue Marysville, WA 98270  
(360) 363-8000 – Office Hours: Mon – Fri 8:00 AM – 4:30 PM

Notice is hereby given that the Community Development Block Grant (CDBG) Program Year (PY) 2022 Consolidated Annual Performance and Evaluation Report (CAPER) is available for public review and comment.

**PY2022 Consolidated Annual Performance Evaluation Report (CAPER):** The CAPER provides HUD and the residents of the City an opportunity to evaluate the overall progress of the CDBG Program in carrying out the priorities and specific objectives identified in the Consolidated Plan and PY2022 Annual Action Plan (AAP). It also describes actions, changes and accomplishments during PY2022 resulting from the CDBG Program funded through HUD.

**How to obtain copies:** Copies of the DRAFT PY2022 CAPER are available for review at the City of Marysville's web page <http://marysvillewa.gov/> Copies will be made available in a format accessible to persons with disabilities, upon request.

**Public Comments:** The City of Marysville invites comments from all interested persons. Both oral and written comments will be accepted at the public hearing. Written comments from persons who are unable to attend the public hearing are also welcome and must be received by **Monday, September 25, at 4:00 PM** in order to be included in the CAPER.

Please send written comments to Amy Hess via e-mail at [ahess@marysvillewa.gov](mailto:ahess@marysvillewa.gov), or Kathryn Bird at [kbird@marysvillewa.gov](mailto:kbird@marysvillewa.gov) or, or by mail to 501 Delta Avenue, Marysville, WA 98270. All comments received will be taken into consideration during the public hearing and included in the FINAL CAPER.

**Additional Information:** For additional information, please contact Amy Hess [ahess@marysvillewa.gov](mailto:ahess@marysvillewa.gov), 360.363.8215, or Kathryn Bird [kbird@marysvillewa.gov](mailto:kbird@marysvillewa.gov), 360.363.8232.

## Notice



**CR-45 - CDBG 91.520(c)**

**Specify the nature of, and reasons for, any changes in the jurisdiction’s program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.**

No changes are proposed for the program objectives. The result of recent experiences has proven that those receiving Marysville CDBG funds are expending them in a timely fashion, and supporting populations and needs identified in the 2020-2024 Consolidated plan and 2022 Annual Action Plan. Subrecipients have also proven that they can adapt and identify vulnerable populations amid the ever-changing landscape of record high inflation and housing costs.

**Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?**

No

**[BEDI grantees] Describe accomplishments and program outcomes during the last year.**

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**CR-45 - CDBG 91.520(c)**

**Specify the nature of, and reasons for, any changes in the jurisdiction’s program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.**

No changes are proposed for the program objectives. The result of recent experiences has proven that those receiving Marysville CDBG funds are expending them in a timely fashion, and supporting populations and needs identified in the 2020-2024 Consolidated plan and 2022 Annual Action Plan. Subrecipients have also proven that they can adapt and identify vulnerable populations amid the ever-changing landscape of record high inflation and housing costs.

**Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?**

No

**[BEDI grantees] Describe accomplishments and program outcomes during the last year.**

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### CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

<b>Total Labor Hours</b>	<b>CDBG</b>	<b>HOME</b>	<b>ESG</b>	<b>HOPWA</b>	<b>HTF</b>
Total Number of Activities	0	0	0	0	0
Total Labor Hours					
Total Section 3 Worker Hours					
Total Targeted Section 3 Worker Hours					

**Table 8 – Total Labor Hours**

<b>Qualitative Efforts - Number of Activities by Program</b>	<b>CDBG</b>	<b>HOME</b>	<b>ESG</b>	<b>HOPWA</b>	<b>HTF</b>
Outreach efforts to generate job applicants who are Public Housing Targeted Workers					
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.					
Direct, on-the job training (including apprenticeships).					
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.					
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).					
Outreach efforts to identify and secure bids from Section 3 business concerns.					
Technical assistance to help Section 3 business concerns understand and bid on contracts.					
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.					
Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.					
Held one or more job fairs.					
Provided or connected residents with supportive services that can provide direct services or referrals.					
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.					
Assisted residents with finding child care.					
Assisted residents to apply for, or attend community college or a four year educational institution.					
Assisted residents to apply for, or attend vocational/technical training.					
Assisted residents to obtain financial literacy training and/or coaching.					
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.					
Provided or connected residents with training on computer use or online technologies.					
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.					
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.					

Other.					
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**Table 9 – Qualitative Efforts - Number of Activities by Program**

**Narrative**

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**Attachment**

**Cover Page**

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## COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

### PROGRAM YEAR 2022 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)

Release Date: August 10, 2023  
Comments Due: September 25, 2023  
Public Hearing: September 25, 2023  
Council Approval: September 25, 2023

Community Development Department ♦ 501 Delta Avenue  
<http://marysvillewa.gov> ♦ 360.363.8000



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

- DATE:** September 25, 2023
- SUBMITTED BY:** CAO Gloria Hirashima, Executive
- ITEM TYPE:** Agreement
- AGENDA SECTION:** **New Business**
- SUBJECT:** Agreement by and between Snohomish County and City of Marysville for Micro Enterprise Supported Housing (MESH) Project.
- SUGGESTED ACTION:** Recommended Motion: Authorize Mayor to sign the CLFR Loan Agreement with Snohomish County for the MESH project providing the City of Marysville with a forgivable loan of \$475,645.45 for property acquisition.
- SUMMARY:** The City of Marysville received approval of an ARPA grant from Snohomish County in 2022. The City identified property at 1095 Alder to acquire to provide housing to add to the City's MESH program. The City acquired the house in 2023. The agreement with Snohomish County would provide a forgivable loan in the amount of \$475,645.45 to support the purchase. This would fully reimburse the City for this acquisition. The contract provides conditions for use of the house, which is to support bridge housing for Snohomish County households with incomes at or below 65% AMI who are at risk of homelessness. The City has contracted with Everett Gospel Mission to oversee the housing occupancy compliant with the contract conditions.

- 
- ATTACHMENTS:**  
[HCS-22-AR-2106-200.pdf](#)  
[MESH program overview\\_2023.pdf](#)

CLFR LOAN AGREEMENT

by and between

SNOHOMISH COUNTY, WASHINGTON

and

CITY OF MARYSVILLE

For

MICRO ENTERPRISE SUPPORTED HOUSING (MESH) PROJECT



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## EXHIBITS

### Attachment 1 to Loan Agreement, Legal Description

- A. Project Description
- B. Contract Budget
- C. Form of Promissory Note
- D. Form of Deed of Trust
- E. Form of Use Restriction Covenant Agreement
- F. Specific Terms and Conditions
  - Attachment F.1. Cost Certification Form
  - Attachment F.2. Certification Regarding Lobbying AMERICAN RESCUE PLAN ACT OF 2021, Section 9901
  - Attachment F.3 Lobbying Disclosure Form
  - Attachment F.4. Civil Rights Certification, American Rescue Plan Act of 2021, Section 9901
- G. Request for Reimbursement/Actual Expenditure Report
- H. Report of Actual Expenditures
- I. Federal Funding Addendum

**CITY OF MARYSVILLE MICRO ENTERPRISE SUPPORTED HOUSING (MESH)  
SUPPORTED BRIDGE HOUSING PROJECT  
LOAN AGREEMENT  
(CLFR)**

This **CITY OF MARYSVILLE MICRO ENTERPRISE SUPPORTED HOUSING (“MESH”) HOUSING** Loan Agreement (this “**Loan Agreement**”) is made by and between **SNOHOMISH COUNTY**, a political subdivision of the State of Washington, (hereinafter “the **County**”); and **CITY OF MARYSVILLE**, a Washington municipal corporation, (hereinafter the “**Agency**”);

**WHEREAS**, on March 10, 2021, the United States Congress passed the American Rescue Plan Act of 2021 (“ARPA”),

**WHEREAS**, Section 9901 of ARPA created a Coronavirus State Fiscal Recovery Fund and a Coronavirus Local Fiscal Recovery Fund; and

**WHEREAS**, the United States Department of Treasury provided direct relief to units of local government through the Coronavirus Local Fiscal Recovery Funds (“CLFR”); and

**WHEREAS**, Snohomish County has received CLFR funds from the United States Department of Treasury; and

**WHEREAS**, Snohomish County chose to distribute some of its CLFR funds to smaller jurisdictions in Snohomish County for projects the fit an eligible use category under the ARPA statute and Department of Treasury regulations; and

**WHEREAS**, the Agency, applied for (application signed January 28, 2022), and was selected to receive \$250,000 of the County’s CLFR funds for the purpose of acquisition of property to provide supported bridge housing (“MESH Housing Project”) to Snohomish County households with incomes at or below 65% AMI who are experiencing or at risk of homelessness and are at increased risk of contracting COVID-19 as a result of housing instability, located at 1095 Alder Street, Marysville, WA 98270, legally described in Attachment 1 attached hereto and incorporated herein by this reference, (“the Property”); and

**WHEREAS**, the Agency, applied for (application signed June 27, 2022) and was selected to receive an additional \$250,000 of the County’s CLFR funds for the purpose of the MESH Housing Project located at the Property.

**NOW, THEREFORE**, in consideration of the mutual promises and agreements contained herein, the parties have entered into this Loan Agreement, on this date of \_\_\_\_\_, 2023, and agree as follows:

## I. GENERAL AGREEMENT

The Agency hereby agrees, for the purpose of providing supported bridge housing to Snohomish County households with incomes at or below 65% AMI who are experiencing or at risk of homelessness and are at increased risk of contracting COVID-19 as a result of housing instability, to receive and utilize CLFR funds in the amount of Four Hundred Seventy-Six Thousand, Six Hundred Forty-Five Dollars, and Forty-Five Cents (\$476,645.45), for the acquisition, for that certain supported, bridge housing project referred to as the City of Marysville MESH Housing project and more fully described in **Attachment 1** and **Exhibit A** hereto (hereinafter, the “**Project**”), which is incorporated herein by this reference. Failure to comply with any of the terms and conditions of this Agreement may lead to suspension or termination of CLFR funding to the Agency.

### A. Designation

As consideration for receiving the CLFR funds, the Agency expressly agrees to undertake the MESH Housing Project.

The undertaking of the Project shall be in full accord with Section 9901 of ARPA, and all rules and regulations promulgated by Department of Treasury at 31 CFR Part 35, as amended; Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions promulgated by the U.S. Department of the Treasury, as amended; and Compliance and Reporting Guidance – State and Local Fiscal Recovery Funds as promulgated by the U.S. Department of the Treasury, as amended. The Agency agrees to comply fully with all applicable federal, state, and local laws, ordinances, and regulations in activities funded in whole or in part with funds provided through this Loan Agreement and in carrying out the Project described in Exhibit A, and with all other terms of this Loan Agreement.

### B. The Loan, Loan Terms; Project Budget

The Agency is hereby provided a forgivable loan in the amount of **Four Hundred Seventy-Six Thousand, Six Hundred Forty-Five Dollars, and Forty-Five Cents (\$476,645.45)**, (the “**Loan**”) for the full undertaking and performance of the Project. The loan shall bear no interest and have a term of 20 years after Project Completion (“Completion Date”, defined as the date the Project is available for occupancy). Principal and interest payments on the loan shall be deferred. PROVIDED, that the Agency has fully complied with the provisions of the Loan Agreement, the Loan shall be eligible for forgiveness twenty (20) years from the date of initial occupancy.

The Loan may be amended from time to time in the manner described elsewhere in this Loan Agreement, so long as the same remains consistent with the object of Exhibit A, as now or hereafter amended. The sum of any amendments to the Loan and this Loan Agreement may only be expended in accordance with the budget contained in Exhibit B attached hereto or any amendments thereto which is incorporated herein by reference, (as may hereafter be amended the “**Project Budget**”).

The Agency shall manage the Project so that Project activity costs do not exceed the Project Budget. Further, the Agency shall absorb all costs in excess of the authorized Loan amount.

**C. Promissory Note; Deed of Trust**

The Loan shall be evidenced by a nonrecourse Promissory Note executed by Agency in the form of Exhibit C attached hereto and incorporated herein by this reference.

The Promissory Note shall be secured by the Deed of Trust (hereinafter, "Deed of Trust"), which the Agency shall execute in the form of Exhibit D attached hereto and incorporated herein by this reference. The Deed of Trust shall secure repayment of all funds provided under this Loan Agreement for acquisition of real property pursuant to the terms of this Loan Agreement and shall be recorded against the real property to be acquired under this Loan Agreement.

Prior to execution of the Deed of Trust for real property to be acquired under this Loan Agreement, the Agency shall submit to the County verification of ownership interest in the property and of mortgage balances and recorded liens against the real property to be improved.

**D. Assignment of Obligations**

The Agency shall not assign any of its obligations under this Loan Agreement, but shall remain obligated at all times to perform according to the terms of this Loan Agreement.

**E. Covenant Agreement; Priority Agreement**

The Agency shall execute and record the Use Restriction Covenant Agreement ("**Covenant Agreement**") in the form of Exhibit D attached hereto and incorporated herein by this reference, for a term not less than the term of the Loan Agreement.

Except as otherwise provided herein, the Agency shall cause any subsequent mortgagee or lienholder on the Project to be approved in writing by the County and shall require such mortgagee or lienholder to agree to subordinate the lien of its security instruments, if any, to the Covenant Agreement. Notwithstanding the foregoing, the County acknowledges and agrees that the lien of its Deed of Trust shall initially be in the lien position set forth in the Priority Agreement.

**F. [Intentionally Deleted]**

**G. Term of Agreement**

The Effective Date (“**Effective Date**”) of this Agreement shall be the date first written above.

The term of this Agreement begins on the Effective Date of the Agreement and expires twenty (20) years from the Completion Date.

The Agency shall provide supported bridge housing to Snohomish County residents with incomes at or below 65% AMI who are experiencing or at risk of homelessness, commencing on the execution of the Loan Agreement, and remain in effect through the term of the Loan Agreement, and shall continue for 20 years from the date of initial occupancy, which shall expire on date December 31, 2043 (“**County Compliance Period**”), as set forth in Exhibit A of the Agreement.

**H. Agency Operations**

The Agency shall provide or cause to be provided administrative, fiscal, and management services; employ staff; and purchase, rent, and use supplies and materials as needed to operate, maintain, and protect the Project in accordance with this Loan Agreement.

**I. Obligations Following Termination**

Following expiration or termination of this Loan Agreement subject to the applicable notice and cure periods, the Agency’s obligations to the County shall remain in full force and effect until all closeout requirements are completed. Closeout requirements comprise all actions required to demonstrate to the County’s satisfaction that all terms and conditions of the Agreement have been fulfilled, including, but not limited to, disposition of tangible property and provision of reports and data.

**J. [Intentionally Deleted]**

**K. [Intentionally Deleted]**

**L. Title Insurance**

Within twenty (20) days after the Financing Closing, the Agency shall provide the County with an ALTA Extended Lender’s title insurance policy on the Property in an amount not less than the Loan Amount, as may be amended. In the event additional funds are advanced to the Agency or Owner under this Loan Agreement, prior to the disbursement of those funds, the Agency shall provide the County with an endorsement to the foregoing title insurance policy that increases the amount of the insurance to include the amount of the additional funds.

Said title insurance policy shall show at the time of Financing Closing no liens, encumbrances, or financing instruments secured by or in any way associated with the Property except:

- 1. Schedule B general exceptions listed on the title insurance policy;

2. Any Schedule B special exceptions, if any, listed on the title insurance policy;
3. Those documents identified in the Deed of Trust as having a lien prior and superior to the lien of the County's documents; and
4. Such other liens or encumbrances as may be approved by the County.



## II. USE OF PROPERTY

The provisions in this Section II apply to the real property acquired through, and as set forth in, this Loan Agreement and Exhibit A. The County-Assisted Units shall be operated consistent with the terms of this Section, or such other similar program requirements as may be required by the County.

### A. Beneficiaries

1. Populations Served. The Project shall serve the populations identified in Exhibit A of the Loan Agreement.
2. Income Restrictions. The Agency shall operate the Property with residential units leased to income-eligible households at the time of initial occupancy, as affordable housing for households experiencing homelessness, or at-risk of homelessness, with incomes at or below 65% of Area Median Income (“AMI”), as further defined in the Use Restriction Covenant Agreement.
3. The project shall include “County-Assisted Units” more fully described herein and in Exhibit A of this Loan Agreement. A total of a two-bedroom, single-family residence, , shall be the “County-Assisted Units”, throughout the duration of the term of this Loan Agreement, until twenty (20) years from the date of initial occupancy.
4. The Agency agrees that the County-Assisted Units (“County-Assisted Units”) shall, subject to the provisions of Section I.B and Section II, and Exhibit A of this Agreement, and shall be used as housing to benefit households experiencing homelessness, or at risk of homelessness, with incomes at or below 65% AMI, from the date of initial occupancy, and throughout the term of this Loan Agreement.
5. The Agency will verify income eligibility as specified in Section 4 of the Use Restriction Covenant Agreement (Exhibit E).
6. Prior to project close-out, the Agency shall make available or submit to the County for review and approval, income verification documentation to establish the eligibility of the initial tenants in the County-Assisted units.

### B. Period of Affordability

The County-Assisted Units shall remain affordable consistent with the provisions of 24 CFR 92.252, or such other affordable housing program standard as the County may determine, throughout the County Compliance Period, and Term of this Loan Agreement, without regard to the term of any loan or mortgage, repayment of the County investment, or the transfer of ownership.

### C. Rent Restriction

1. The Agency shall establish a rent schedule for the County-Assisted Units that complies affordability requirements set forth in this Loan Agreement. The Agency shall provide to the County for its review and approval, a rent schedule for the Property that identifies

the monthly allowances for tenant paid utilities and services (excluding telephone), prior to the commencement of marketing or initial occupancy.

2. Maximum Rents for tenants of the County-Assisted Units, shall not exceed rents as specified in Section 6 of the Use Restriction Covenant Agreement (Exhibit E).
3. Agency shall submit, at least annually, proposed changes in rents for County-assisted units, along with supporting utility allowance documentation, in a form acceptable to the County.
4. Rent Increases: Subject to the provisions of Section II.C. of the Loan Agreement, rents may be increased to cover reasonable increases in operating costs, including property management, repair and maintenance, necessary services, project reserves, debt service costs, and other reasonable expenses. The Agency shall provide to the County annually, documentation of rents and occupancy, as well as annual operating expenses.
5. Rent Overcharges: If at any time during the period of this Loan Agreement the Agency charges rents higher than those set forth in the rent restriction provisions included in Exhibit A, the Agency will take remedial corrective actions including refunding any overcharges to residents, correcting lease terms and other such actions necessary to bring the project into compliance with the terms and covenants of this Loan Agreement. Repayment for tenant overcharges will be due within thirty (30) days from the date of a written notice of violation delivered to the Agency by the County.

**D. [Intentionally Deleted]**

**E. [Intentionally Deleted]**

**F. [Intentionally Deleted]**

**G. Maintenance**

The Agency shall maintain units and common areas in a safe and sanitary manner in accordance with all applicable local codes (including health, building and housing codes), rehabilitation standards, ordinances and zoning ordinances at the time of Project Completion, and the Management Plan provided for in this Agreement.

The Agency agrees to keep the Property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building that may be constructed, damaged, or destroyed, and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting the Property or requiring any alterations or improvements to be made; not to commit or permit waste thereof; not to commit, suffer, or permit any act upon the Property in violation of law; and to do all other acts which from the character or use of the Property may be reasonably necessary to preserve and conserve its value. The Agency shall maintain the Property as decent, safe, and sanitary housing in good repair in conformance with the Uniform Property Condition Standards, or such other on-going property standards as the County may require.

## **H. Taxes, Assessments, and Encumbrances**

The Agency agrees to pay before delinquency all taxes, assessments, and any other charges affecting the Property when due, and all encumbrances, charges, and liens, with interest, on the Property or any part, subject to the Agency's right to contest such taxes, assessments and other charges in good faith.

## **I. Eligibility for Admission**

An applicant is eligible for admission to the Project if he or she meets all of the following criteria:

1. For County-Assisted Units: The applicant meets the income eligibility requirements as set forth in this Agreement or such other affordable housing program income eligibility requirements as the County may designate, such as the income eligibility requirements of any other funding sources providing funds for the Project, which sources and eligibility requirements have been approved by the County.
2. The Agency may determine that an applicant is not eligible for admission if, on the basis of substantial, factual evidence of that person's prior actions, there is good cause to believe that the applicant will repeatedly fail to pay rent, will create a substantial threat to the health and safety of other residents, or will repeatedly breach material requirements of the lease. Unsubstantiated oral statements will not be deemed substantial factual evidence.

## **J. Resident Selection Procedures; Management Plan**

The Agency shall rent housing units in the Project to eligible residents, in accordance with the Management Plan approved by, and on file with the County. The Management Plan shall include at least the following:

1. Detailed actions to be taken by the Agency to affirmatively market and rent all units in a manner which ensures equal access to all persons in any category protected by federal, state, or local laws governing discrimination, and without regard to any arbitrary factor;
2. Specific reasonable criteria for determination of resident eligibility, including occupancy standards;
3. A requirement that eligible residents be selected based on the order of application, lottery, or other reasonable method approved by the County;
4. A requirement that eligible applicants be notified of eligibility and, based on turnover history, be notified of when a unit may be available;
5. A requirement that ineligible applicants be notified in writing of the reason for their ineligibility;

6. Specific procedures through which applicants deemed to be ineligible may appeal this determination;
7. A requirement for maintenance of a waiting list of eligible applicants;
8. Prohibition of discrimination against any prospective resident on the basis of race, religion, ethnic or national origin, gender, sexual orientation, age, disability, marital status, familial status, or any other arbitrary factor in violation of any state, federal, or local law governing discrimination in rental housing;
9. All amendments to the Management Plan shall be provided to the County with the Annual Report.

#### **K. Lease and Occupancy Procedures**

Each eligible applicant selected to occupy a unit shall enter into a written occupancy agreement or lease with the Agency, and which shall contain those provisions as are required by this Loan Agreement and state law.

The Agency shall establish reasonable rules of conduct and occupancy which shall be consistent with state, local and federal law. The rules shall be in writing and shall be given to each resident.

Leases governing the landlord-tenant relationship shall be subject to Washington law, applicable local landlord-tenant ordinances, and the provisions of this Loan Agreement.

#### **L. Damage/Replacement Charges**

The charges to residents covering damages to the Project Property attributable to the resident shall be made in accordance with a schedule of replacement costs which shall be adopted by the Agency, posted in the management office of the Project, and shown to each applicant at the time the lease is signed.

#### **M. Termination of Lease**

The minimum initial term of each residential lease shall be six (6) months, unless otherwise mutually agreed upon by the resident and the Agency. Notice of termination of tenancy, refusal to renew the lease, and refund of any rent and/or security deposit shall be in strict conformance with all applicable federal, state, and local laws, regulations, and ordinances.

The Agency may, in addition to pursuit of remedies provided by law, give written notice to the resident of substantial noncompliance by the resident of obligations contained in RCW 59.18.130 or RCW 59.18.140, and may commence an action for unlawful detainer to terminate the tenancy in accordance with the provisions of Chapter 59.12 RCW.

#### **N. Management and Maintenance**

The Agency is responsible for operating the Project in accordance with the Management Plan developed by the Agency pursuant to this Section II of the Loan Agreement.

The Agency is specifically responsible for all maintenance, repair, and management functions, including, without limitation, the following: selection of residents, occupancy standards, complaint and grievance proceedings, evictions, collection of rents and security deposits, routine and extraordinary repairs, and replacement of capital items. The Agency shall maintain units and common areas in a safe and sanitary manner in accordance with all applicable local codes (including health, building and housing codes), rehabilitation standards, ordinances and zoning ordinances at the time of Project completion, and the Management Plan provided for in this Loan Agreement.

The Agency may, with the prior written approval of the County, contract with a management agent for the performance of the services or duties required above. However, such an arrangement does not relieve the Agency of responsibility for the proper performance of these duties. Such a management contract shall be subject to prior written approval by the County and shall contain a provision allowing the Agency to terminate the management contract upon thirty (30) day's written notice, without penalty. Upon a determination by the County, and written notice to the Agency thereof, that the management agent performing the required functions has failed to operate the Project in accordance with this Loan Agreement and the approved Management Plan the Agency shall make immediate arrangements, which shall be subject to County approval, for continuing performance of the required functions.

Upon a determination by the County, and written notice to the Agency thereof, that the Agency has failed to operate the Project in accordance with this Loan Agreement, the County may require the Agency to contract with a qualified management agent to operate the Project, or to make such other arrangements as the County deems necessary to ensure performance of the required functions.

The Agency agrees to assume full financial and management responsibility for all operating and maintenance costs, including all repairs, corrections, and replacements necessary to maintain and preserve the Project in a safe and sanitary condition in accordance with standards prescribed by the County, all obligations of this Loan Agreement, and all applicable state laws and local ordinances.

To the extent that a permanent lender or grantor imposes requirements that are substantially different than the County's, the County may agree to adopt those requirements or allow that entity to have primary responsibility for monitoring management and maintenance.

## **O. Covenants**

1. Where assistance under this Loan Agreement is provided in the form of real property or an interest in the property transferred from the County, the instrument effecting or recording this transfer shall contain a covenant running with the land to assure nondiscrimination for the period during which the real property is used for a purpose for which the assistance under this Loan Agreement is extended or for another purpose involving the provision of similar services or benefits.
2. Where no transfer of property is involved, but property is purchased or improved with financial assistance under this Loan Agreement, the Agency shall execute and record the Use Restriction Covenant Agreement in substantially the form set forth on Exhibit E attached hereto.

## **P. Project Restructuring, Transfer, Sale, Change of Use**

1. **County Review.** In the event of a proposed restructuring of the project, which may include sale, refinancing, change of use, transfer of ownership interests and/or the ownership, the Agency shall submit to the County for review and approval, such information as the County deems necessary to review and approve the proposed terms of the transaction, including the proposed ownership entity, and information sufficient to ensure the continued viability of the project for which the funding was provided, or such alternate plan acceptable to the County that provides on-going viability of the project.

Except as otherwise provided herein, County review and approval is required for such events, which may include, but are not limited to:

- a. Refinancing, or restructuring of existing financing, with or without a change of ownership;
  - b. Sale or transfer of ownership or ownership interests; and
  - c. Proposed change of use, including populations served.
2. No Permitted Transfer, approved by the County will be deemed to be an event of default or grounds for acceleration of the Loan.

## **III. PROGRAM REQUIREMENTS**

### **A. Uniform Administrative Requirements**

The Agency shall conform its performance under this Agreement to the requirements of the 2 CFR Part 200, as they relate to the acceptance and use of federal funds under this Agreement.

**B. [Intentionally Deleted]**

**C. Certification Regarding Lobbying**

The Agency shall comply with the Certification Regarding Lobbying, Exhibit G-2, attached hereto and incorporated herein by this reference, concerning prohibitions and requirements for disclosure and certification related to lobbying.

**D. [Intentionally Deleted]**

**E. [Intentionally Deleted]**

**F. [Intentionally Deleted]**

**G. [Intentionally Deleted]**

**H. [Intentionally Deleted]**

**I. [Intentionally Deleted]**

**J. Non-Discrimination**

It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Agency shall comply with Chapter 2.460 SCC, which is incorporated herein by this reference. Execution of this Loan Agreement constitutes a certification by the Agency of the Agency's compliance with the requirements of Chapter 2.460 SCC. If the Agency is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to Chapter 2.460 SCC, this Loan Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Agency's obligations under other federal, state, or local laws against discrimination.

**K. Environmental Review**

**1. SEPA**

The Agency retains responsibility for fulfilling the requirements of the State Environmental Policy Act ("SEPA") and regulations and ordinances adopted thereunder, as may be applicable.

## 2. Compliance as a Pre-Condition

Performance by the Agency under this Loan Agreement shall include satisfaction of all applicable environmental requirements.

## 3. Contracting Requirements

- a. This Loan Agreement is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. § 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1351 et seq., and the regulations of the Environmental Protection Agency with respect thereto, as amended from time to time. In compliance with said regulations, the Agency shall enforce and cause or require to be inserted in full in all contracts and subcontracts, with respect to any nonexempt transaction thereunder funded with assistance provided under this Loan Agreement, the following requirements:
  - 1) A stipulation by the contractor or subcontractor that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (“EPA”) pursuant to 40 CFR § 15.20, as amended;
  - 2) Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. § 1857c-8), and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1318), relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114, Section 308, and all regulations and guidelines issued thereunder;
  - 3) A stipulation that, as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities; and
  - 4) Agreement by the contractor that it will include or cause to be included the criteria and requirements referred to in this section in every non-exempt subcontract, and that it will take all appropriate actions to enforce these requirements.
- b. In no event shall any amount of the assistance provided under this Loan Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(l) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

## L. Displacement, Relocation, and Acquisition

Any displacement of persons, businesses, or non-profit organizations occurring as the result of demolition, conversion in use, rehabilitation or acquisition of real property for an activity assisted by this Loan Agreement shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970,



as amended (42 U.S.C. § 4201 et seq.) and its implementing regulations at 49 CFR Part 24. In the event any occupant is deemed by the County or by a higher authority to have been displaced due to assistance provided under this Agreement and thereby to be entitled to relocation assistance under these authorities, the Agency shall be solely responsible for providing the required assistance and paying all costs thereof, and the Agency shall hold the County harmless from any liability for such assistance. If there is displacement or relocation the Agency shall follow the temporary relocation plan for current residents of the Property that has been approved by the County prior to any displacement or relocation of residents.

**M. Lead-Based Paint**

The Project shall be conducted and administered in compliance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§ 4851-4856), and implementing regulations at 24 CFR Part 35, subparts A, B, J, K, M, and R, and with any and all applicable laws, regulations or standards hereafter enacted or issued with regard to lead-based paint.

**N. Architectural and Construction Standards**

Any facility constructed or rehabilitated pursuant to this Loan Agreement shall comply with applicable design requirements of the Federal Architectural Barriers Act of 1968; Chapter 70.92 RCW; Section 8 Existing Housing Standards, 24 CFR Part 882; the Model Energy Code published by the Council of American Building Officials; Cost Effective Energy Conservation Standards, 24 CFR Part 39; and the Uniform Federal Accessibility Requirements, as required by 24 CFR Part 8. The Agency shall condition any lower tier transactions made with assistance under this Loan Agreement to compliance with those applicable standards.

**O. [Intentionally Deleted]**

**P. Architectural and Engineering Services**

With regard to the capital improvements specified in Exhibit A under this Loan Agreement, the Agency shall administer the Project in such a way as to ensure completion of the Project satisfactory to the County. In the event the project includes substantial rehabilitation, the Agency shall use the services of a professional architect or engineer to perform Project design and contract administration. The Agency shall require that all architectural or engineering firms subcontracted for services certify that they are authorized to do business in the state of Washington and that they are in full compliance with the requirements of the Board of Professional Registration, and applicable requirements under Washington state law. The Agency shall require that all architectural or engineering firms be covered by Professional Liability Errors and Omissions Insurance in an amount not less than the \$1,000,000 Occurrence/\$1,000,000 Aggregate. The Agency shall cause the subcontractor to provide the County with a 45-day prior written notice of cancellation issued by the insurance company.

## **Q. Procurement Contracts**

1. The following provisions apply to procurements of supplies, equipment, construction, or other services financed in whole or part under this Loan Agreement:
  - a. The Agency is a subrecipient subject to federal procurement requirements contained in the applicable uniform administrative requirements as set forth at Section III-A of this Loan Agreement but is encouraged to comply with those standards.
  - b. Bid procedures and bid documents must be reviewed by ORR prior to award of any contracts for construction services for capital improvements financed in whole or in part under this Loan Agreement, which approval will not be unreasonably withheld.
    - 1) In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable, as referenced in Appendix II to 2 CFR Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.
    - 2) Records: The Contractor agrees to provide duly authorized representatives of the Agency, Snohomish County, and federal and state agencies access to any books, documents, papers, and records of the Agency which are pertinent to contract performance for the purpose of making audit examination, excerpts, and transcriptions.
2. The Agency shall procure all materials, property, supplies, or services in accordance with the requirements in the Snohomish County Environmentally Preferable Purchasing and Product Utilization Policies.

## **R. Labor Standards**

1. Agency shall pay its laborers and mechanics at wage rates not less than those prevailing on similar construction in the locality in accordance with 39.12 RCW pertaining to payment of state prevailing wages on public works projects. For work financed under this Agreement, Agency shall require all contractors and subcontractors to comply with RCW 49.28.060 and 49.28.065. Agency shall file and ensure that any subcontractor file with Department of Labor and Industries a Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid. Compliance with this section is material to this Agreement, any breach of this Section is cause for County termination under Section VI. B. of this Loan Agreement.
2. Agency will comply with applicable prevailing wage rules set forth in Chapter 39.12 RCW, including the filing of the “Statement of Intent to Pay Prevailing Wages” and “Affidavit of Wages Paid” by RCW 39.12.040, if required under Chapter 39.12 RCW. Agency shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, if applicable, and shall make such records available for the County’s review upon request.

## **S. Debarred and Suspended Parties**

No portion of the Loan made under this Loan Agreement shall be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund, any contractor or subcontractor during any period of debarment, suspension, voluntary exclusion or placement in ineligibility status of such contractor or subrecipient under the provisions of 24 CFR Part 24. The Agency represents and warrants that the Agency is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federal assistance programs under such regulations or Executive Orders Nos. 12549 and 12689, "Debarment and Suspension." The Excluded Parties List System can be checked at the following web-site: [www.sam.gov](http://www.sam.gov).

## **T. Personal Interest**

The Agency agrees that it will incorporate into every lower tier contract required to be in writing and made pursuant to the Project assisted under this Loan Agreement substantially the following provisions:

### **1. Interest of Agency and Employees**

The Agency warrants that no person who presently exercises any functions or responsibilities in connection with the Project has any personal financial interest, direct or indirect, in the Loan Agreement.

The Agency further represents and covenants that he/she/it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of his/her/its service hereunder. The Agency further covenants that in the performance of this contract no person having any conflicting interest shall be employed. Any interest on the part of the Agency or his/her/its employees must be disclosed in writing to the Agency or the County.

### **2. Covenant Against Contingent Fees**

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

## **U. [Intentionally Deleted]**

## **V. Certain Acts Prohibited**

The Agency shall not make any sale, encumbrance, assignment, or conveyance, or transfer in any other form, of the Property or Project or any part thereof or of any of its

interest therein other than in accordance with the terms of this Loan Agreement. The Agency shall not, without the prior approval of the County:

1. Make any distribution not permitted by the terms of this Loan Agreement;
2. Assign or transfer any right to operate or manage the Project, except pursuant to the terms of this Loan Agreement;
3. After the construction of the Project, except with respect to replacements of personal property and fixtures for the normal operations of Project, remodel, remove, add to, reconstruct, or demolish any part of the Project, or impair any real or personal property of the Project, without prior written approval by the County;
4. Require, as a condition of the occupancy or leasing of any dwelling unit in the Project, any consideration or deposit in excess of that permitted by the County to guarantee the performance of the covenants of the lease. Any funds collected as security deposits shall be kept separate and apart from all other funds of the Project in a trust account with a depository insured by the Federal Deposit Insurance Corporation and shall be held and disbursed in accordance with Washington law and this Loan Agreement. The balance of such account shall at all times equal or exceed the aggregate of all outstanding obligations under said account, plus accrued interest thereon;
5. Permit the use of the units in the Project for any purpose except that which was approved by the County;
6. Incur any liability or obligation in connection with the Project, contingent or otherwise (other than liabilities and obligations in connection with the financing of the acquisition, payment of loans, development, construction of and operations of the Project);
7. Enter into any contract or contracts for supervisory or managerial services except as permitted by this Loan Agreement; or
8. Invest any funds from the Project in any property, real or personal, for use on other properties of the Agency, except as authorized by this Loan Agreement or by the County.

**W. [Intentionally Deleted]**

**X. Religious or Faith-Based Organizations**

Agency may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as a part of the programs or services funded this Loan Agreement. If the Agency conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this Loan Agreement, and participation must be voluntary for the beneficiaries of the -funded programs or services.

#### **IV. FISCAL MANAGEMENT**

##### **A. Eligible Costs**

No payment shall be made by the County for any expenditure made or service rendered by the Agency except for expenditures made and services rendered within the scope of a category set forth in the Project Budget in Exhibit B of this Agreement, and all funds received must be used for expenditures and services as identified in this Agreement.

##### **B. Payment and Disbursements**

The Agency may not request disbursement of funds under this Loan Agreement until the funds are needed for the payment of eligible Project costs. The amount of each request shall be limited to the amount needed.

Disbursements by the County pursuant to this Loan Agreement shall be on a reimbursement basis, covering Project obligations incurred but not paid by the Agency.

1. The Agency's Project staff will prepare the Request for Reimbursement/Actual Expenditure Report (attached hereto as **Exhibit G** and incorporated herein by this reference) together with a Report of Actual Expenditures (attached hereto as **Exhibit H**, as may be modified by the County, and incorporated herein by this reference) and a Cost Certification Form attached hereto as **Attachment F-1** and incorporated herein by this reference. The Agency shall submit them to the County with adequate notice to allow processing by the County.

##### **C. Budget Revisions and Other Adjustments**

1. The County reserves the right to reduce the amount of the Project Budget established by this Loan Agreement if the Agency is not undertaking the Project activity at a level consistent with the terms and conditions, including but not limited to Exhibit A, of this Loan Agreement. In addition, the County reserves the right to withhold payments pending delivery of Project reports or documents as may be required under this Loan Agreement. All disbursements under this Loan Agreement shall be subject to audit and recovery of disallowed costs.
2. The Agency acknowledges that the County will not provide additional financial assistance to the Agency in the form of operational or capital subsidies for the Project under this Loan Agreement. If Project income, including rents (if any) charged, is insufficient to cover operating, maintenance, and capital costs, the Agency agrees to assume full financial responsibility for the operating and maintenance of the Project throughout the term of this Loan Agreement.

##### **D. [Intentionally Deleted]**

##### **E. [Intentionally Deleted]**

##### **F. [Intentionally Deleted]**

## **G. Budget Surplus**

All County funds and authorization of funds remaining in the Project Budget upon closeout of the Project, subject to applicable notice and cure periods, shall, unless otherwise agreed to by the County revert to Snohomish County. The Agency shall, upon closeout of the Project subject to applicable notice and cure periods, expiration or termination of this Loan Agreement, transfer to the County:

1. Any County CLFR funds on hand; and
2. Its rights in any accounts receivable attributable to the use of County CLFR funds.

## **H. [Intentionally Deleted]**

## **I. [Intentionally Deleted]**

## **J. Use of Income from Operations**

The Agency or the Agency's management agent shall promptly deposit all operating income in a segregated account established in the Agency's name exclusively for the Project. There shall be no commingling of the Project funds with other funds controlled by the Agency.

Withdrawals from this account shall be made only in accordance with the provisions of this Loan Agreement, and shall be disbursed, applied, or reserved and set aside for payment when due, to the extent available:

1. All charges incurred in the operation of the Project in connection with utilities, real estate taxes and assessments, and liability, fire, and other hazard insurance;
2. Salaries, wages, and other compensation due and payable to the employees or agents of the Agency employed on site and off site in connection with the management, maintenance, administration, or operation of the Project, along with all withholding taxes, insurance premiums, Social Security payments, and other payroll taxes or payments required in connection with such employees;
3. Payments of required interest, principal, impounds, fees, and charges, if any, on loans secured by the Property;
4. All other expenses incurred to cover operating costs, including the fee of the managing agent and any extraordinary expenses;
5. Deposits to reserve accounts, if applicable;
6. Distributions to the Agency or other person or entity; and
7. Services to support tenants in remaining in stable housing.

If other funding entities have differing requirements, the County may amend this paragraph in writing to be consistent with those other requirements. In addition, the Agency may depart from the foregoing categories of payment with notification to the County. If there are any questionable costs, the County will discuss this with the Agency to determine next steps for the Agreement to be back in compliance.

## **K. Insurance**

### **INSURANCE REQUIREMENTS – GENERAL**

#### **1. Insurance Required**

By the date of execution of this Loan Agreement, the Agency shall procure and maintain for the duration of this Loan Agreement, insurance against claims for injuries to persons or damages to Property which may arise from, or in connection with, the performance of work hereunder by the Agency, its agents, representatives, employees and/or contractor/subcontractors, and successors and assigns. The Agency or contractor/subcontractor shall pay the costs of such insurance. The Agency shall furnish separate certificates of insurance and policy endorsements from each contractor/subcontractor as evidence of compliance with the insurance requirements of this Loan Agreement.

The Agency is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the Agency, its agents, employees, officers, contractor/subcontractors, providers and/or provider subcontractors to comply with the insurance requirements stated herein shall constitute a material breach of this Agreement.

Each insurance policy shall be written on an “occurrence” form; except that insurance on a “claims made” form may be acceptable with prior County approval. If coverage is approved and purchased on a “claims made” basis, the Agency warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of Loan Agreement termination, and/or conversion from a “claims made” form to an “occurrence” coverage form.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded by said policies, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained in this provision shall affect and/or alter the application of any other provision contained within this Loan Agreement.

#### **2. Risk Assessment by Agency**

By requiring such minimum insurance, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Agency under this Agreement, nor shall such minimum limits be construed to limit the limits available under any insurance coverage obtained by the Agency. The Agency shall assess its own risks

and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

### 3. Minimum Scope of Insurance

Coverage shall be at least as broad as the following:

- a. General Liability: Insurance Services Office form number (CG 00 01) covering COMMERCIAL GENERAL LIABILITY.
- b. Professional Liability, Errors and Omissions Coverage: In the event that services delivered pursuant to this Agreement either directly or indirectly involve or require professional services, Professional Liability, Errors and Omissions coverage shall be provided. "Professional Services", for the purpose of this Loan Agreement section, shall mean any services provided by a licensed professional or those services that require a professional standard of care.
- c. Automobile Liability: Insurance Services Office form number (CA 00 01) covering BUSINESS AUTO COVERAGE, symbol 1 "any auto"; or the appropriate coverage provided by symbols 2, 7, 8, or 9.
- d. Workers' Compensation: Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable federal or "Other States" state law.
- e. Stop Gap/Employers Liability: Coverage shall be at least as broad as the protection provided by the Workers' Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the general liability policy.
- f. Property Insurance: Insurance Services Office form number (CP 00 10) covering BUILDING AND PERSONAL PROPERTY COVERAGE and Insurance Services Office form number (CP 10 30) CAUSES OF LOSS – SPECIAL FORM or project appropriate equivalent. Property insurance shall become effective immediately upon expiration of the Builders Risk/Installation Floater.
- g. National Flood Insurance: The use of HOME funds for acquisition or construction purposes in identified special flood hazard areas shall be subject to Agency mandatory purchase of flood insurance as required by Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub L. 93-237).
- h. Builder's Risk/Installation Floater: Prior to commencement of building construction and until construction is complete, including any period for the correction of the work, if applicable, and approved by the County, the Agency or Contractor shall procure and maintain "All Risk" Builders Risk Insurance at least as broad as ISO form number CP0020 (Builders Risk Coverage Form) with ISO form number CP0030 (Causes of Loss—Special Form) including coverage for collapse, theft and property in transit. The coverage shall insure for direct physical loss to Property of the entire construction project, for one hundred percent of the



replacement value thereof. The policy shall be endorsed to cover the interests, as they may appear, of Snohomish County, Owner, Contractor and subcontractors of all tiers with Snohomish County listed as a loss payee.

4. Minimum Limits of Insurance – Capital Projects

The Agency shall maintain limits no less than the following:

- a. Commercial General Liability: \$1,000,000 combined single limit per occurrence by bodily injury, personal injury, and property damage; and for those policies with aggregate limits, a \$2,000,000 aggregate limit.
- b. Professional Liability, Errors, and Omissions: \$1,000,000, Per Claim and in the Aggregate.
- c. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage if the use of motor vehicles is contemplated.
- d. Builder's Risk Insurance: One hundred percent replacement cost value.
- e. Workers' Compensation: Statutory requirements of the state of residency.
- f. Stop Gap /Employers Liability: \$1,000,000.
- g. Property Insurance: One hundred percent replacement value of funded structure.

5. Minimum Limits of Insurance – Building Construction Period

Prior to commencement of building construction and until construction is complete, including any period for the correction of the work, if applicable, and approved by the Agency, the Agency shall cause the construction contractor and related professionals to procure and maintain insurance against claims for injuries to persons or damages to Property which may arise from, or in connection with the activities related to this Agreement. The Agency and County shall be named as additional insureds on liability policies except Workers Compensation and Professional Liability, and as insureds on Builders Risk policies. The cost of such insurance shall be paid by the Agency and/or any of the Agency's contractors/ subcontractors. The Agency shall maintain limits no less than the following:

- a. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage and \$2,000,000 in the aggregate.
- b. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- c. Professional Liability, Errors & Omissions: \$1,000,000, Per Claim and in the Aggregate.

- d. Builder's Risk Insurance: One hundred percent replacement cost value.
  - e. Workers Compensation: Statutory requirements of the State of residency.
  - f. Stop Gap or Employers Liability Coverage: \$1,000,000.
6. Minimum Limits of Insurance – Services Agreements
- The Agency shall maintain limits no less than the following:
- a. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage and \$2,000,000 in the aggregate.
  - b. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
  - c. Professional Liability, Errors & Omissions: \$1,000,000, Per Claim and in the Aggregate.
  - d. Workers Compensation: Statutory requirements of the State of Residency.
  - e. Stop Gap or Employers Liability Coverage: \$1,000,000.

7. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the County. The deductible and/or self-insured retention of the policies shall not apply to the Agency's liability to the County and shall be the sole responsibility of the Agency.

8. Other Insurance Provisions

The insurance policies required in this Loan Agreement are to contain, or be endorsed to contain, the following provisions:

- a. All Liability Policies except Professional and Workers Compensation
  - 1) The County, its officers, officials, employees, and agents are to be covered as Additional Insureds as respects liability arising out of activities performed by or on behalf of the Agency/Contractor in connection with this Agreement. Such coverage shall include Products-Completed Operations.
  - 2) To the extent of the Agency's/Contractor's negligence, the Agency's Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees, or agents shall not contribute with the Agency's insurance or benefit the Agency in any way.

- 3) The Agency's insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

b. Property Coverage Policies

- 1) The County shall be added to all Property Coverage Policies as a loss payee as its interests may appear.
- 2) The County shall be added as an Additional Insured as their interests may appear to all Builders Risk policies.

c. All Policies

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after 45 days prior written notice has been given to the County.

9. Acceptability of Insurers

Unless otherwise approved by the County, insurance is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests, with minimum surpluses the equivalent of Bests' surplus size VIII.

Professional Liability, Errors, and Omissions insurance may be placed with insurers with a Bests' rating of B+VII. Any exception must be approved by the County.

If, at any time, the foregoing policies shall fail to meet the above requirements, the Agency shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with appropriate certificates and endorsements, for approval.

10. Verification of Coverage

The Agency shall furnish the County with certificates of insurance and endorsements required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on forms approved by the County prior to the commencement of activities associated with the Agreement. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

11. Subcontractors

The Agency shall include all subcontractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. If the Agency is relying on the insurance coverages provided by subcontractors as evidence of compliance with the insurance requirements of this

Agreement, then such requirements and documentation shall be subject to all of the requirements stated herein.

#### 12. Municipal or State Agency Provisions

If the Agency is a municipal corporation or an agency of the state of Washington and is self-insured for any of the above insurance requirements, a certification of self-insurance shall be provided for the self-insured requirements and attached hereto and be incorporated by reference and shall constitute compliance with this Section. If the certificate of self-insurance does not cover all mandatory requirements, the Agency shall provide separate certificates and endorsements that document coverage.

#### 13. Casualty & Condemnation.

In the event of any fire or other casualty to the Property or eminent domain proceedings resulting in condemnation of the Property or any part thereof, the Owner shall have the right to rebuild the Property, and to use all available insurance or condemnation proceeds therefor, provided that:

- a. such proceeds are sufficient to keep the Loan in balance and rebuild the Property in a manner that provides adequate security to the County for repayment of the Loan, or, if such proceeds are insufficient, then the Owner shall have funded any deficiency;
- b. the County shall have the right to approve plans and specifications for any major rebuilding and the right to approve disbursements of insurance or condemnation proceeds for rebuilding under a construction escrow or similar arrangement; and
- c. no material default then exists under the Loan Documents.

If the casualty or condemnation affects only part of the Property and total rebuilding is infeasible, then proceeds may be used for partial rebuilding and partial repayment of the Loan in a manner that provides adequate security to the County for repayment of the remaining balance of the Loan.

## V. RECORDS AND REPORTS

The Agency agrees to maintain the following records and submit the following reports in order to assist the County in meeting its recordkeeping and reporting requirements.

### A. Records

The Agency agrees to generate and maintain sufficient records to enable the County to determine whether the Agency has met the requirements of this Loan Agreement, which records shall include the following:

1. Financial management records in the form of separate accounts, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all

direct and indirect costs of any nature and all services performed under this Loan Agreement;

2. Records that demonstrate compliance with income restrictions set for the Exhibit A;
3. Equal Opportunity and fair housing records containing:
  - a. Data on the extent to which each racial and ethnic group and single-headed families (by gender of family head) have applied for, participated in, or benefited from, any program or activity funded in whole or in part with County CLFR funds;
  - b. Records which demonstrate compliance with environmental review requirements;
4. Records demonstrating that each project meets the lead-based paint requirements of 24 CFR § 92.355 and of 24 CFR Part 35, subparts A, B, J, K, M and R;
5. Records demonstrating compliance with the requirements of this Loan Agreement
6. Retention. The above records and all other financial records, supporting documents, statistical records and all other records pertinent to this Agreement shall be retained for a period of seven (7) years after close out or termination of this Agreement, except as follows:
  - a. Records that are the subject of audit, litigation, claims, negotiations or other actions shall be retained until the completion of the actions and resolution of all issues or for seven (7) years, whichever occurs later;
  - b. Records for non-expendable property shall be retained for seven (7) years after its final disposition; and
  - c. Records for any displaced person shall be retained for seven (7) years after the person has received final payment.

## **B. Reports**

The Agency agrees to submit to the County such reports as the County requests pursuant to the requirements of state or federal law. As a minimum, the Agency shall submit, in a format prescribed by the County, the following:

### **1. Project Close Out Reports/Submittals**

The Agency shall provide close out documentation required by this Loan Agreement and as may be required by the County, which may include, but is not limited to the following: evidence of required insurance coverages; copies of occupancy permits; architect's certificate of final completion; final lien releases from contractors in the full amount of the construction contract; affidavits that state prevailing wage have been paid; copies of the general contractor's 1 year warranty; Capital Needs Assessment; copies of final executed property management agreements and final management plan, electronic copies of all final executed financing documents (including any senior or subordinate loan documents that have been revised or amended after the

Snohomish County loan closing); a final accounting of total project costs, including final sources and uses; and if available, cost certification audits.

## 2. Quarterly Reports

During the construction of the Project and through December 31, 2026, Quarterly reports shall be due when requested by the County (but no sooner than thirty (30) days following the end of the subject quarter); shall cover the preceding three-month period; shall indicate progress made in undertaking the Project; and shall provide such financial management information as is required by the County.

## 3. Annual Reports

The Agency shall file with the County, each year annually, an annual report as the County may require, covering the preceding fiscal year, the first such report to be due on June 30<sup>th</sup> of the year following initial occupancy of the project, and the last such report to be due ninety (90) days after the end of the fiscal year following the expiration or termination of this Agreement. The report shall contain such information as the County may then require, including, but not limited to, the following:

- a. A financial accounting of the fiscal condition of the Project, required whenever financial assistance is provided by the County. This financial accounting, which may include an audit, if so required by the County, shall include financial statements indicating surplus or deficits in operating accounts, a detailed itemized listing of income and expenses, and the amounts of any fiscal reserves, and others such information as may be required by the County to determine the financial condition and financial viability of the project. Such financial report shall be prepared in accordance with the requirements of the County and if an audit is required, the audit shall be certified by an independent certified public accountant licensed in the State of Washington or other accountant acceptable to the County;
- b. A description of any substantial physical defects in the Project, including a description of any major repair or maintenance work undertaken in the reporting year; and
- c. The occupancy of the Project, indicating:
  - 1) Each tenant's annual income, family size and composition, race, length of tenancy, and actual monthly rent paid;
  - 2) A rent roll to demonstrate that rents for the County-Assisted units comply with the rent limits and do not result in undue increases from the previous year;
  - 3) Records demonstrating the Agency's efforts to comply with its Fair Housing Marketing and Equal Opportunity Plan;
  - 4) The number of residents actually occupying the Project;

- 5) General management performance, including tenant relations and other relevant information;
- 6) A description of any fiscal or Program difficulties related to the operation of the Project consistent with the Program requirements;

#### 4. Other Reporting Requirements

- a. Any reports as may be required by the CLFR program requirements, or as identified in Exhibit A and Exhibit G of this Loan Agreement. Each such report shall be subject to the approval of the County.
- b. The County may perform or cause to be performed audits of any and all phases of the Agency's activities related to the Project. At the County's request, the Agency shall provide, at its own expense, an audit of the Project certified by an independent certified public accountant.
- c. The County may request any other information that it deems necessary to monitor compliance with requirements set forth in this Loan Agreement. Such information shall be provided promptly by the Agency.
- d. In addition to the annual report required above, if required by the County, the Agency shall file with the County an operating report including such information as the County may reasonably require and submit it at intervals as directed by the County, but in no case more often than on a monthly basis.

#### 5. Other Information

The County may request any other information that it deems necessary to monitor compliance with the requirements set forth in this Agreement. Such information shall be provided promptly by the Agency.

#### 6. Inspections

At any time during the term of this Loan Agreement, upon reasonable prior notice to the Agency and during normal business hours and subject to the legal rights of tenants, the County or its designee may enter and inspect the physical premises of the Agency's office and inspect all accounting and other records pertaining to the CLFR assistance activities and operation of the Project. Upon request by the County, the Agency shall notify tenants of upcoming inspections of their units or records in order to ensure compliance with CLFR funding rules and requirements of this Loan Agreement, in accordance with state law. Prior to or contemporaneously with the tenants' execution of their leases, the Agency shall inform tenants in writing of, and require tenants to acknowledge by their signatures thereon, the County's reserved right to inspect their rental units and records. The Agency shall retain the acknowledged notices with the tenants' leases." Inspections of residential units will be conducted in compliance with applicable landlord-tenant laws.

The County shall inspect the Project periodically for compliance to certain property standards to ensure the Property is maintained as decent, safe, sanitary, in good repair and habitable housing.

## **VI. ENFORCEMENT OF THE AGREEMENT**

### **A. Disputes**

Any dispute concerning questions of fact in connection with the obligations covered by this Agreement and not disposed of by the terms herein shall be referred for determination to the Director of the County department in which ORR is located, or his/her designee, whose decision in the matter shall be final and binding upon the parties, PROVIDED, that if an action is brought challenging the decision, the matter shall be subject to *de novo* judicial determination. Nothing contained herein shall excuse either party from otherwise complying with the terms of this Loan Agreement to the extent reasonably possible pending final resolution of the dispute.

### **B. Breach by Agency; Termination by County**

1. Curing of Monetary Default. If a monetary event of default occurs under the terms of any of the Loan Documents, before exercising any remedies thereunder, County shall give Agency written notice of such default at the notice address determined pursuant to this Agreement. Agency shall have a period of ten (10) days after such notice is given within which to cure the default before exercise of remedies by County under the Loan Documents, or such longer period of time as may be specified in the Loan Documents.
2. Curing of Nonmonetary Default. If a nonmonetary event of default occurs under the terms of any of the Loan Documents, prior to exercising any remedies thereunder, County shall give Agency written notice of such default at the notice address determined pursuant to this Agreement. If the nonmonetary default is reasonably capable of being cured within thirty (30) days, Agency shall have such period to effect a cure prior to exercise of remedies by County under the Loan Documents, or such longer period of time as may be specified in the Loan Documents. If the default is such that it is not reasonably capable of being cured within thirty (30) days or such longer period if so specified, and if Agency in the reasonable determination of County (a) initiates corrective action within said period, and (b) diligently, continually, and in good faith works to effect a cure as soon as possible, then Agency shall have such additional time as County determines is reasonably necessary to cure the default prior to exercise of any remedies by County. In no event shall County be precluded from exercising remedies if its security becomes or is about to become materially jeopardized by any failure to cure a default or if the default is not cured within sixty (60) days after the first notice of default is given, or such longer period of time as may be specified in the Loan Documents.

If an event of default is not corrected to the satisfaction of the County within the applicable time period set forth above, the County may, without further prior notice, terminate or suspend this Loan Agreement. The County also may, if it deems it appropriate, apply to any court, state or federal, for remedy for breach of contract; for



specific performance of this Loan Agreement; for an injunction against any violation by the Agency of this Loan Agreement; for the appointment of a receiver to take over and operate the Project in accordance with the terms of this Agreement; or for such other relief as may be appropriate, it being agreed by the Agency that the injury to the County arising from a default under and of the terms of this Loan Agreement would be irreparable and that it would be extremely difficult to ascertain the amount of compensation to the County which would afford adequate relief. As an alternative, the County may, in its sole discretion, submit the matter to arbitration.

### **C. Non-Waiver of Breach**

The County's failure to insist upon strict performance of any provision of this Loan Agreement, or to exercise any rights or remedies herein, or its acceptance of any defective performance, shall not be construed to be a waiver or relinquishment of any rights, and shall not prevent the County from pursuing that or any other right at any future time, unless stated in a writing signed by an authorized representative of the County and attached to the original Loan Agreement.

### **D. Governing Law and Venue Stipulation**

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

Any action at law, suit in equity, or judicial proceeding for the enforcement of this Loan Agreement or any provision hereof, shall be instituted and maintained only in any of the courts of competent jurisdiction at Everett in Snohomish County, unless the County determines a federal forum is appropriate to the issue raised.

## **VII. MISCELLANEOUS PROVISIONS**

### **A. Relationship of the Parties**

The parties intend that an independent contractor/county relationship will be created by this Agreement. Except to the extent specific Agency performance is required by this Loan Agreement or by applicable provisions of law, the County is interested only in the results to be achieved and the implementation of services will lie solely with the Agency. No agent, officer, employee, servant or representative of the Agency shall be deemed to be an agent, officer, employee, servant or representative of the County for any purpose, and none of the Agency's employees shall be entitled to any benefits or rights enjoyed by employees of the County. The Agency will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, contractors and subcontractors during the performance of this Loan Agreement. Nothing in this Loan Agreement shall be construed to render the parties partners or joint venturers.

## **B. Hold Harmless and Indemnification**

The Agency agrees that it is subject to audit and recovery for any audit exception which occurs due to its negligence or failure to comply with the terms of this Agreement. The Agency further agrees to protect, save harmless, indemnify, and defend, all at its own expense, the County, its elected and appointed officials, officers, employees, and agents, from any loss or claim for damages of any nature whatsoever, arising out of the performance of this Loan Agreement by the Agency, its officers, employees, agents or subcontractors, including claims by the Agency's employees or third parties and including litigation costs and reasonable attorneys' fees, except for those damages solely caused by the negligence or willful misconduct of the County, its elected or appointed officials, officers, employees, or agents.

## **C. Recording of Documents**

The Deed of Trust (Exhibit D), and the Use Restriction Covenant Agreement (Exhibit E in a form acceptable to the County, shall be acknowledged by each of the parties thereto and shall be recorded, at the expense of the Agency and in the name of the Agency, in the official records of the county in which the Project is situated.

## **D. Rights in Data**

The County may duplicate, use, and disclose in any manner and for any purposes whatsoever, and have others so do, all data delivered under this Loan Agreement. The Agency hereby grants to the County a royalty-free, nonexclusive, and irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others so to do, all data now or hereafter covered by copyright, PROVIDED, that with respect to data not originated in the performance of this Loan Agreement, such license shall be only to the extent that the Agency has the right to grant such license without becoming liable to pay compensation to others because of such grant. The Agency shall exert all reasonable effort to advise the County, at the time of delivery of data furnished under this Loan Agreement, of all invasions of right of privacy contained therein and of all portions of such data copied from work not composed or produced in the performance of this Loan Agreement and not licensed under this clause. The Agency shall report to the County promptly, and in written detail, each notice of claim of copyright infringement received by the Agency with respect to all data delivered under this Loan Agreement. The Agency shall not affix any restrictive markings upon any data, and if such markings are affixed, the County shall have the right at any time to modify, remove, obliterate, or ignore such markings.

## **E. Evaluation**

The Agency agrees to participate with the County in any evaluation or audit of the Project conducted by the County, the State, or the Department of Treasury, and to make available all information in its possession relevant to such evaluation or audit.

**F. Severability**

It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by a court to be invalid or void, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall remain in full force and effect and shall be construed and enforced as if the Loan Agreement did not contain the particular provision held to be invalid.

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

**G. Entire Agreement – Modification**

This Loan Agreement constitutes the entire agreement between the parties as to the subject matter hereof and supersedes all prior discussions and understandings between them. This Agreement may not be amended or modified in any manner except by an instrument in writing signed by a duly authorized officer or representative of each of the parties hereto.

**H. Notices**

Written notices and other written communications by and between the parties hereto shall be in writing, shall be personally delivered or sent by certified mail, return receipt requested, postage prepaid, and shall be deemed given when so delivered or received.

All notices shall be addressed as follows:

<p>COUNTY:</p> <p>Snohomish County Office of Housing and Community Development 3000 Rockefeller Avenue, M/S 305 Everett, WA 98201</p>	<p>AGENCY:</p> <p>City of Marysville 501 Delta Avenue Marysville, WA 98270</p>
---	--

Either party may change the address to which notices shall be sent by notice to the other party in the manner and with the effect set forth in this Section VII-H.

**I. Gender**

The use of the plural in this Loan Agreement shall include the singular and the singular shall include the plural; and the use of one gender shall be deemed to include either gender.

**J. Captions**

The captions used in this Loan Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of the intent of this Loan Agreement.

**K. Time of the Essence**

Time is of the essence in the performance of each party's obligations under this Agreement. Each party will carry out its obligations under this Loan Agreement diligently and in good faith.

**L. Oral Agreements**

Oral agreements or oral commitments to loan money, to extend credit or to forbear from enforcing repayment of a debt are not enforceable under Washington law.

SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the parties hereto have executed and delivered by their duly authorized representatives this Loan Agreement as of the day and year written above.

COUNTY:

**SNOHOMISH COUNTY**, a political subdivision of the State of Washington

By: \_\_\_\_\_  
Mary Jane Brell Vujovic,  
Director, Human Services Department

Date: \_\_\_\_\_

ACKNOWLEDGEMENT

STATE OF WASHINGTON        )  
  )SS.  
COUNTY OF \_\_\_\_\_     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, to me personally known (or proved on the basis of satisfactory evidence), appeared before me, **Mary Jane Brell Vujovic**, and said person acknowledged that s/he executed the foregoing instrument on oath and stated that s/he was authorized to execute the instrument as the **Director, Human Services Department, SNOHOMISH COUNTY**, a political subdivision of the State of Washington, and acknowledged said instrument to be the free and voluntary act and deed of said jurisdiction on behalf of said jurisdiction for the uses and purposes therein mentioned.

By \_\_\_\_\_

\_\_\_\_\_  
(Print Name)

My appointment expires: \_\_\_\_\_



**ATTACHMENT 1**

**Property Legal Description**

**Real property in the City of Marysville, County of Snohomish, State of Washington, described as follows:**

**LEGAL DESCRIPTION:**

THAT PORTION OF SOUTHEAST QUARTER OF NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 30 NORTH, RANGE 5 EAST, W. M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID SOUTHEAST QUARTER OF NORTHWEST QUARTER WITH THE CENTER LINE OF ALDER STREET IN THE TOWN OF MARYSVILLE, WASHINGTON;

THENCE SOUTH ALONG THE CENTER LINE OF ALDER STREET FOR 363.34 FEET;

THENCE WEST 20 FEET TO THE WEST LINE OF ALDER STREET, TO TRUE POINT OF BEGINNING;

THENCE WEST PARALLEL TO THE NORTH LINE OF SAID SOUTHEAST QUARTER OF NORTHWEST QUARTER FOR 137.5 FEET;

THENCE NORTH PARALLEL TO ALDER STREET FOR 60 FEET;

THENCE EAST PARALLEL TO THE NORTH LINE OF THE SAID SOUTHEAST QUARTER OF NORTHWEST QUARTER FOR 137.5 FEET TO THE WEST LINE OF ALDER STREET;

THENCE SOUTH 60 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPTING THEREFROM THE WEST 10 FEET AS CONVEYED BY QUIT CLAIM DEED RECORDED UNDER AUDITOR'S FILE NO. 1832347.

TAX PARCEL NO(S): 30052800214700

Situs Address: 1095 Alder Street Marysville, WA 98270

**EXHIBIT A**

**PROJECT DESCRIPTION**

**CITY OF MARYSVILLE  
MICRO ENTERPRISE SUPPORTED HOUSING (MESH) PROJECT**

**I. PROJECT SUMMARY**

**Project Name:** Marysville MESH Project

**Identification Number:** HCS-22-AR-2106-200

**Project Expenditure Category (EC)** [from Attachment 1]: 2.16

**Project Demographics** [Check all that apply]:

For non-profit agency beneficiaries:

- The beneficiary agency provides services at a physical location(s) in a Qualified Census Tract(s) Number(s): \_\_\_\_\_
- The beneficiary agency serves individuals and/or households from one or more of the following categories (check as many as apply):

X	Impacted	X	Disproportionately Impacted
	Low- or moderate- income households <sup>1</sup>		Low-income households and populations <sup>3</sup>
	Households that experienced unemployment		Households and populations residing in Qualified Census Tract(s) Number(s) Specify:
	Households that experienced food or housing insecurity		Households that qualify for certain federal programs <sup>4</sup> Specify:
	Households that qualify for certain federal programs <sup>2</sup> Specify:		Households receiving services provided by Tribal governments
	For services to address lost instructional time in K-12 schools: any students that lost access to in-person instruction for a significant period of time		Households residing in U.S. territories or receiving services from these governments Specify:
	Other households or populations that experienced a negative economic impact other than those listed above Specify:		For services to address education disparities, Title I eligible schools
		Other households or populations that experienced a disproportionate negative impact other than those listed above Specify:	



For individual/household beneficiaries:

The intended beneficiaries will be from one or more of the following categories (check as many as apply):

X	Impacted	X	Disproportionately Impacted
X	Low- or moderate- income households <sup>1</sup>		Low-income households and populations <sup>3</sup>
	Households that experienced unemployment		Households and populations residing in Qualified Census Tract(s) Number(s) Specify:
X	Households that experienced food or housing insecurity		Households that qualify for certain federal programs <sup>4</sup> Specify:
	Households that qualify for certain federal programs <sup>2</sup> Specify:		Households receiving services provided by Tribal governments
	For services to address lost instructional time in K-12 schools: any students that lost access to in-person instruction for a significant period of time		Households residing in U.S. territories or receiving services from these governments Specify:
	Other households or populations that experienced a negative economic impact other than those listed above Specify:		For services to address education disparities, Title I eligible schools
			Other households or populations that experienced a disproportionate negative impact other than those listed above Specify:

<sup>1</sup> Low- or moderate-income households and Qualified Census Tracts are those with (i) income at or below 300 percent of the Federal Poverty Guidelines for the size of the household or (ii) income at or below 65 percent of the Area Median Income for the county and the size of household.

<sup>2</sup> These programs are: Children’s Health Insurance Program; Childcare Subsidies through the Child Care and Development Fund Program; Medicaid; National Housing Trust Fund for affordable housing programs only; and Home Investment Partnerships Program for affordable housing programs only.

<sup>3</sup> Low-income households and Qualified Census Tracts are those with (i) income at or below 185 percent of the Federal Poverty Guidelines for the size of the household or (ii) income at or below 40 percent of the Area Median Income for the county and the size of household.

<sup>4</sup> These program are: Temporary Assistance for Needy Families; Supplemental Nutrition Assistance Program; Free- and Reduced-Price Lunch Program, School Breakfast Program; Medicare Part D Low-Income Subsidies; Supplemental Security Income; Head Start and Early Head Start; Special Supplemental Nutrition Program for Women, Infants, and Children; Section 8 and PHA Project Based Vouchers; Low-Income Home Energy Assistance Program; and Pell Grants.

**Project Overview** [50-250 words] including type of assistance and approach to ensuring that the aid responds to a negative public health or economic impact through an eligible use that either addresses the needs of an impacted or disproportionately impacted population or community OR is in proportion to an identified harm:

The City of Marysville will purchase a two-bedroom, single family residence to be used to provide supported bridge housing to residents with incomes at or below 65% AMI who are experiencing or at risk of homelessness and are at increased risk of contracting COVID-19 as a result of their housing instability. Resident households will receive services from Everett Gospel Mission which will also manage the property.

**Evidence Base/Evaluation** [provide a citation for strong (experimental) or moderate (quasi-experimental) level of evidence for project or describe the evaluation process]:

Dohler, Bailey, Rice, and Katch (2016). *Supportive Housing Helps Vulnerable People Live and Thrive in the Community*. Center on Budget and Policy Priorities. Retrieved from <https://www.cbpp.org/research/housing/supportive-housing-helps-vulnerable-people-live-and-thrive-in-the-community>.

**Data Elements to Be Collected:** Include all data elements required by the Final Rule and the Compliance and Reporting Guidance

Data elements for heads of households will be disaggregated by race, ethnicity, and gender. The number of households served will be disaggregated and reported by the following demographics:

- Experiencing homelessness and at-risk of homelessness.

The number of households served will be disaggregated and reported by the following AMI cohorts:

- 0-40% AMI and 41-65% AMI.

All funds are being allocated to the evidence-based intervention described above.

## II. STATUTORY ELIGIBLE USE

The Project complies with the following Statutory Eligible Use: to respond to the COVID-19 public health emergency or its negative economic impacts, including assistance to households, small businesses, and non-profits, or to aid impacted industries such as tourism, travel, and hospitality.

## III. REPORTING

The Agency shall submit to the County such reports as the County requests pursuant to the requirements of federal, state, and local law, regulations, and guidance as applicable. At a

minimum, the Agency shall submit reports quarterly through 12/31/2026, and thereafter, in a format prescribed by the County, the following reports:

Report Title	Affordable units created	Demographics of Heads of Households	Housing Status of Households	Income of Households	Household Outcomes
Description	Report of number of affordable units created and occupied	Report of the number of heads of households served by race, ethnicity, and gender	Report of the number of households served that were experiencing homeless and at-risk of homelessness upon entry	Report of the number of households served that were 0-40 AMI and 41-65% AMI upon entry.	Report of the number of households served who remained housed at the property and the number who moved to other housing.
Due Date	1/31/24 and annually thereafter for 20 years	1/31/24 and annually thereafter for 20 years	1/31/24 and annually thereafter for 20 years	1/31/24 and annually thereafter for 20 years	1/31/24 and annually thereafter for 20 years

#### IV. PROJECT DESCRIPTION

The project service area is the City of Marysville, Washington which includes zip codes 98270 and 98271.

The funds provided will be used to purchase a property to be used as supported bridge housing for a period of not less than 20 years to serve the target population which is at increased risk of exposure to the negative economic impacts of COVID-19. All households will be impacted and some households served will be disproportionately impacted by this public health emergency.

The property to be purchased is a two-bedroom, single family residence at 1095 Alder Street, Marysville, WA 98270, located in Snohomish County, Washington, Census Tract 529.03, which is an IRS designated Qualified Census Tract. The property site will be the primary housing and services location. The demographics for Census Tract 529.03 include the following:

- 2021 Estimated Tract Median Family Income is \$53,187, which is 46% of the Estimated MSA/MD/non-MSA/MD Median Family Income of \$115,700.
- Is a Low Income Census Tract, with 25% of households below the Poverty Line
- Has a minority population of 29%

The target population will be Marysville households experiencing and at-risk of homelessness, with incomes at or below 65% AMI.

The target population will be made aware of the services available by Everett Gospel Mission, which operates a local shelter and by local housing navigators who work within the local homeless housing system. They will be assessed by Everett Gospel Mission for income eligibility and homelessness and at-risk of homelessness, and placed into housing and supported with a comprehensive array of services to meet their individual needs.

The key performance indicators are the number of eligible households served and the number of households who successfully retain housing or transition to other housing through this program.

These indicators will be documented in reports submitted to the County on an annual basis.

- For non-profit beneficiaries: a description of the Qualified Census Tract(s) and/or impacted/disproportionately impacted individuals and households served; OR
- For those non-profit and individual/household beneficiaries that are not impacted or disproportionately impacted, how the investment responds to an identified harm in a reasonably proportional manner;
- Other requirements
  - for Household Assistance and Housing Support Programs, must document the following as applicable: (1) the number of individuals or households receiving eviction prevention including legal representation and (2) the number of affordable units preserved or developed;
  - for Negative Economic Impacts Programs, must document the following as applicable: (1) number of workers enrolled in sectoral job training, (2) number of workers completing sectoral job training, and (3) number of youth participating in summer youth employment programs;
  - for Education Assistance Programs, number of students participating in evidence-based tutoring programs;
  - for Healthy Childhood Environments Programs, must document the following as applicable: (1) number of children served by childcare and early learning and (2) number of families served by home visiting.
  
- For Assistance to Non-Profits, must document the number of non-profits served.

**Project Expenditure Category (EC)** [Check the primary category

- Green indicates a new category,

Yellow indicates changed number for an existing category with former category in ( )

- \* indicates that the subrecipient must identify the amount of the total funds that are allocated to evidence-based interventions

- # indicates that the subrecipient must report on whether the project is primarily serving a disproportionately impacted community] :

Public Health

1.12 (1.10) Mental Health Services\*#

1.13 (1.11) Substance Use Services\*#

Negative Economic Impacts

- 2.1 Household Assistance: Food Programs\*#
- 2.2 Household Assistance: Rent, Mortgage, and Utility Aid\*#
- 2.4 Household Assistance: Internet Access\*#
- 2.10 (2.7) Assistance to Unemployed or Underemployed Workers including job training, subsidized employment, employment supports, and/or incentives\*#
- 2.11 (3.6) Healthy Childhood Development: Child Care\*#
- 2.12 (3.7) Healthy Childhood Development: Home Visiting\*#
- 2.13 (3.8) Healthy Childhood Environments: Services to Foster Youth or Families Involved in Child Welfare System\*#
- 2.14 (3.1) Healthy Childhood Environments: Early Learning\*#
- 2.15 (3.10) Long-term Housing Security: Affordable Housing\*#
- 2.16 (3.11) Long-term Housing Security: Services to Unhoused Persons
- 2.17 Housing Support: Housing Vouchers and Relocation Assistance for Disproportionately Impacted Communities\*#
- 2.18 Housing Support: Other Housing Assistance\*#
- 2.19 (3.14) Social Determinants of Health: Community Health Workers or Benefits Navigators\*#
- 2.22 Strong Healthy Communities: Neighborhood Features that Promote Health and Safety\*
- 2.24 (3.2) Addressing Educational Disparities: Aid to High-Poverty Districts#
- 2.25 (3.3) Addressing Educational Disparities: Academic, Social, and Emotional Services\*#
- 2.26 (3.4) Addressing Educational Disparities: Mental Health Services\*#
- 2.27 Addressing Impacts of Lost Instructional Time
- 2.34 (2.10) Aid to Non-Profit Organizations (Impacted or Disproportionately Impacted#
- 2.37 (3.9) Economic Impact Assistance: Other\*#
- Administrative
- 7.1 Administrative Expenses
- 7.2 (7.3) Transfer to Other Units of Government

**EXHIBIT B**

**CONTRACT BUDGET - COST REIMBURSEMENT  
[CLFR]**

**AGENCY NAME:** City of Marysville, Marysville MESH Project

**CONTRACT PERIOD:** 6/15/2023 to 12/31/2024

**FUNDS AWARDED UNDER CONTRACT:**

REVENUE SOURCE	FUNDING PERIOD	AMOUNT	AMENDMENT	TOTAL AMOUNT
American Rescue Plan Act	6/15/2023-12/31/2024	\$ 476,645.45		\$ 476,645.45
Coronavirus State and Local Fiscal Recovery Funds				-
				-
				-
				-
TOTAL FUNDS AWARDED:		\$ 476,645.45	\$ -	\$476,645.45

**MATCHING RESOURCES:**

City of Marysville (see Note 1 below)

\_\_\_\_\_

\_\_\_\_\_

TOTAL MATCHING RESOURCES: \_\_\_\_\_

**MATCH REQUIREMENTS FOR CONTRACT:**      % \_\_\_\_\_      AMOUNT: \_\_\_\_\_

**OTHER PROGRAM RESOURCES (Identify):**

SOURCE	FUNDING PERIOD	AMOUNT

TOTAL OTHER RESOURCES: \$ \_\_\_\_\_

Note 1: The City of Marysville matching funds requirement for this MESH project is satisfied by the City's expenditure of City funds in the amount of \$679,369.10, for the separate purchase of a triplex located at 1926 4th St, Marysville, as an additional facility for their MESH program.

**EXHIBIT B (cont)**

CATEGORY	FUND SOURCE	FUND SOURCE	FUND SOURCE	FUND SOURCE	TOTAL	MATCHING RESOURCES	OTHER RESOURCES
	CLFR						
Salaries/Wages					\$		
Benefits							
Supplies/Minor Equip.							
Prof. Services							
Postage							
Telephone							
Mileage/Fares							
Meals							
Lodging							
Advertising							
Leases/Rentals							
Insurance							
Utilities							
Repairs/Maint.							
Client Flex Funds							
Client Rent							
Printing							
Dues/Subscrip.							
Regis./Tuition							
Machinery/Equip.							
Administration							
Indirect							
Occupancy							
Miscellaneous							
Misc. Construction							
Acquisition	\$476,645.45				\$476,645.45		
Relocation							
Closing/Title/Recording							
Legal							
Consultant Reports							
Construction/Rehabilitation							
Appraisal							
Other							
Other							
<b>TOTAL</b>	<b>\$476,645.45</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$476,645.45</b>	<b>\$ -</b>	<b>\$ -</b>





**EXHIBIT B (cont)**

**DETAIL SALARIES / WAGES**

POSITION	FUND SOURCE	% OF TIME TO FUND SOURCE	TOTAL MONTHLY	MONTHLY CHARGE TO FUND SOURCE	# OF MONTHS	TOTAL CHARGE TO FUND SOURCE

TOTAL: \$0

NOTE: Above figures may reflect rounding

**EXHIBIT C**

**Form of Promissory Note  
CITY OF MARYSVILLE  
MARYSVILLE MICRO ENTERPRISE SUPPORTED HOUSING (MESH) PROJECT  
(CLFR)**

\$476,645.45

Everett, Washington

1. Promise to Pay. This Promissory Note, (this "NOTE"), made this \_\_\_\_ day of \_\_\_\_\_, 2023, in consideration for the financial assistance provided by Snohomish County ("Holder") pursuant to the CLFR Loan Agreement entered into between Maker and Holder on the \_\_\_\_ day of \_\_\_\_\_, 2023 ("Loan Agreement"), **CITY OF MARYSVILLE**, a municipal corporation of the State of Washington, ("Maker"), hereby promises to pay to the order of Holder, at such place as Holder may designate in writing, in lawful money of the United States of America, the principal sum of **Four Hundred Seventy-Six Thousand, Six Hundred Forty-Five Dollars, and Forty-Five Cents (\$476,645.45)**, on the terms and conditions set forth herein and in the Loan Agreement (the "Grant").

2. Term. This Note shall be due on (20 years from the date of initial occupancy).

3. Payment of Principal; Forgiveness. The principal shall be deferred and shall become due under this Note upon completion of the term of the Loan Agreement. The principal is forgivable. The Holder shall forgive the amount due under this Note, twenty (20) years from the date the Project is certified for occupancy, provided the Maker has fully complied with the provisions of this CLFR Loan Agreement.

4. Interest. No interest shall accrue, pursuant to and during the term of the Loan Agreement on the unpaid principal balance, unless penalty interest is imposed pursuant to Section 6 of this Promissory Note.

5. Prepayment. Maker shall have the right to prepay this Note in full or in part at any time and from time to time without payment of a prepayment fee or penalty.

6. Default. This Note shall be in default (a) if payment is not made when due, and such default shall continue for a period of ten (10) days after any written notice to the Maker from Holder hereof specifying such default and requiring the same to be remedied; or (b) if Maker fails to fully comply with any covenants, terms, or provisions of the Loan Agreement or any instruments relating to or securing this Note executed by Maker (collectively, the "Loan Documents"), and such default continues after notice to Maker and the expiration of any period granted to Maker for curing such default as set forth below.

Upon such a default the whole sum of principal hereunder shall become immediately due and payable according to the terms herein. As long as this Note is in default, then, at the option of the Holder, without prior notice, this Note shall bear interest at the rate of ten percent (12%) per annum.

A. Curing of Monetary Default. If a monetary event of default occurs under the terms of any of the Loan Documents, before exercising any remedies thereunder, Holder shall give Maker written notice of such default. Maker shall have a period of ten (10) days after such notice is given within which to cure the default before exercise of remedies by Holder under the Loan Documents, or such longer period of time as may be specified in the Loan Documents.

A default in payment of any amount due hereunder may be cured only by payment in full of such amount plus the interest accrued from the date of default, as stated above, on the unpaid principal balance as of the date of default until the date of payment resulting from application of a default rate of interest as provided herein, if any, that may be due hereunder or under any instrument relating to or securing this Note, plus any attorneys' fees incurred by the Holder by reason of such default.

B. Curing of Nonmonetary Default. If a nonmonetary event of default occurs under the terms of any of the Loan Documents, prior to exercising any remedies thereunder, Holder shall give Maker written notice of such default.

If the nonmonetary default is reasonably capable of being cured within thirty (30) days, Maker shall have such period to effect a cure prior to exercise of remedies by Holder under the Loan Documents, or such longer period of time as may be specified in the Loan Documents. If the default is such that it is not reasonably capable of being cured within thirty (30) days or such longer period if so specified, and if Maker in the reasonable determination of Holder (a) initiates corrective action within said period, and (b) diligently, continually, and in good faith works to effect a cure as soon as possible, then Maker shall have such additional time as Holder determines is reasonably necessary to cure the default prior to exercise of any remedies by Holder. In no event shall Holder be precluded from exercising remedies if its security becomes or is about to become materially jeopardized by any failure to cure a default or if the default is not cured within sixty (60) days after the first notice of default is given, or such longer period of time as may be specified in the Loan Documents.

7. Nonwaiver. Failure to exercise any right the Holder may have or be entitled to in the event of any default hereunder shall not constitute a waiver of such right or any other right in the event of any subsequent default.

8. Waiver of Presentment. The Maker and all guarantors and endorsers hereof hereby severally waive presentment for payment, protests, and demand, notice of protest, demand, dishonor, and nonpayment of this Note, and consent that the Holder hereof may extend the time of payment or otherwise modify the terms of payment of any part or the whole of the debt evidenced by this Note, by agreement between the Holder and Maker and such consent shall not alter or diminish the liability of any person or the enforceability of this Note. Each and every party signing or endorsing this Note binds itself as a principal and not as a surety. This Note shall bind the undersigned and its successors and assigns, jointly and severally.

9. Security for Note. This Note is secured by a Deed of Trust (the "Deed of Trust") of even date herewith granted by **CITY OF MARYSVILLE** a municipal corporation of the State of Washington, ("Owner"). Owner will undertake the obligations of this Promissory Note and the CLFR Loan Agreement referenced in Paragraph 1, covering certain real property in Snohomish

County, Washington, together with the buildings and improvements now or hereafter erected thereon (the "Property").

10. Collection Costs. Maker agrees to pay all costs, including reasonable attorneys' fees, incurred by Holder hereof in any suit, action, or appeal therefrom, or without suit, in connection with collection hereof, foreclosure of the Deed of Trust, or enforcement of any instrument securing payment hereof or otherwise relating to or securing this Note.

11. Maximum Interest. Neither this Note nor any instrument securing payment hereof or otherwise relating to the debt evidenced hereby shall require the payment or permit the collection of interest in excess of the maximum permitted by any applicable usury statute or any other law (the "Maximum Rate"). If this Note or any other such instrument does so provide, the provisions of this paragraph shall govern, and neither Maker nor any endorsers of this Note nor their respective heirs, personal representatives, successors, or assigns shall be obligated to pay the amount of interest in excess of the Maximum Rate. In such event, the interest rate in excess of the Maximum Rate shall be reduced by appropriate credits to the balance owing at maturity hereunder so that the Maximum Rate shall not be exceeded.

12. Notice. Any demand or notice to be made or given under the terms hereof or any instrument now or hereafter relating to or securing this Note by the Holder to Maker shall be effective when mailed, emailed, or delivered by registered mail, postage prepaid, to the Maker to the addresses set forth in the Loan Agreement.

13. Governing Law. This Note shall be governed by and construed in accordance with the laws of the State of Washington and applicable federal law.

14. Nonrecourse. Notwithstanding any other provision hereof or of any other instrument relating to or securing this Note, the Maker, their managers, members, officers and employees shall not have any personal liability for the indebtedness evidenced hereby or any deficiency judgment, and upon the occurrence of a default or event of default hereunder, the Holder hereof shall look solely to the instruments by which this Note is secured and the Property constituting the security, together with the rents, issues, and profits thereof for satisfaction of the indebtedness, and resort shall not be made to any other property of the Maker; PROVIDED, HOWEVER, that nothing herein contained shall limit or be construed to limit or impair the enforcement against said Property of the rights and remedies of the Holder hereof, including the joinder of the Maker in any action to foreclose the liens and security interests securing this Note, and PROVIDED, FURTHER, that nothing herein shall diminish Maker's liability for damages or deficiencies resulting from theft, waste, fraud, material misrepresentation or misuse of rents.

15. Loan Agreement. This Note is subject to the terms and conditions of the Loan Agreement between the Maker and Holder dated as of the \_\_\_\_ day of \_\_\_\_\_, 2023. Disbursement of the funds evidenced by this Note is to be made subject to the terms and conditions of said Loan Agreement.

**ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN OR GRANT MONEY, TO  
EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE  
NOT ENFORCEABLE UNDER WASHINGTON LAW.**

SIGNATURE PAGE FOLLOWS



**EXHIBIT D**

**Form of  
DEED OF TRUST**

**WHEN RECORDED RETURN TO:**

Snohomish County  
3000 Rockefeller Ave., M/S 305  
Everett, WA 98201  
Attention: Robei Broadous

**DEED OF TRUST**

**CITY OF MARYSVILLE  
MARYSVILLE MICRO ENTERPRISE SUPPORTED HOUSING (MESH) PROJECT  
(CLFR)**

**GRANTOR:** **CITY OF MARYSVILLE**, a municipal corporation of the State  
of Washington

**BENEFICIARY:** **SNOHOMISH COUNTY**, a political subdivision of the State  
of Washington

**TRUSTEE:** CHICAGO TITLE COMPANY OF WASHINGTON

**LEGAL DESCRIPTION:** PTN SE 1/4 OF NW 1/4, STR 28-30N-05E, SNOHOMISH  
COUNTY, WA

(Additional Legal Description on Attachment 1)

**TAX PARCEL NUMBERS:** 30052800214700

## DEED OF TRUST

### CITY OF MARYSVILLE MARYSVILLE MICRO ENTERPRISE SUPPORTED HOUSING (MESH) PROJECT (CLFR)

THIS DEED OF TRUST ("DEED OF TRUST"), made this \_\_\_\_ day of \_\_\_\_\_, 2023, by and among **CITY OF MARYSVILLE**, a municipal corporation of the State of Washington, whose mailing address is 501 Delta Avenue, Marysville, WA 98270, as grantor ("GRANTOR"); Chicago Title Company of Washington, a Washington corporation whose mailing address is 3002 Colby Ave., Suite 200, Everett, WA 98201, as trustee ("TRUSTEE"); and Snohomish County, a political subdivision of the State of Washington, ("GRANTEE" or "BENEFICIARY"), whose address is 3000 Rockefeller Avenue, MS 305, Everett, WA 98201.

WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in trust, with power of sale, the real property in Snohomish County, Washington described in Attachment 1 attached hereto and incorporated herein by this reference ("the Property"), which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof.

This Deed of Trust is for the purpose of securing performance of each agreement of Grantor contained herein and in the Loan Agreement between the Grantor and the Beneficiary (hereinafter the "Loan Agreement") dated the \_\_\_\_\_ day of \_\_\_\_\_, 2023, and payment of the sum of **Four Hundred Seventy-Six Thousand, Six Hundred Forty-Five Dollars, and Forty-Five Cents (\$476,645.45)**, in accordance with the terms of a Promissory Note of even date herewith (the "Note"), payable to Beneficiary or order, made by **CITY OF MARYSVILLE**, a municipal corporation of the State of Washington rights in, and obligations under, the Loan Agreement, and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or granted by Beneficiary to Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

1. To keep the Property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building that may be constructed, damaged, or destroyed, and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting the Property or requiring any alterations or improvements to be made; not to commit or permit waste thereof; not to commit, suffer, or permit any act upon the Property in violation of law; and to do all other acts which from the character or use of the Property may be reasonably necessary to preserve and conserve its value.
2. To pay before delinquent all taxes, assessments and any other charges affecting the Property when due; and to keep the Property free and clear of all other encumbrances, charges, and liens impairing the security of this Deed of Trust, subject to the Grantor's right to contest such taxes, assessments and other charges in good faith.



3. To keep all buildings now or hereafter erected on the Property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. The Beneficiary shall be an additional insured under all such insurance policies, which shall be issued by such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantor. Except as otherwise set forth in the Loan Agreement or the Note, the amount collected under any insurance policy may be applied to any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.
4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorneys' fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.
5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligations secured hereby and Trustee's and reasonable attorneys' fees actually incurred, as provided by statute.
6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the Property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the Note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

1. Except as otherwise set forth in the Loan Agreement or the Note, in the event any portion of the Property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.
2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.
3. The Trustee shall reconvey all or any part of the Property covered by this Deed of Trust to the person entitled thereto on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.
4. Upon the occurrence of default by Grantor in the payment of any indebtedness secured hereby ("Monetary Default") or in the performance of any agreement contained herein ("Non-Monetary Default") (after the expiration of any applicable cure period), all sums secured hereby shall immediately become due and payable in accordance with the Grant Documents (at the option of the Beneficiary). In such event and upon written request of Beneficiary, Trustee shall sell the trust Property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of

the sale, including a reasonable Trustee's fee and attorneys' fee; (2) to the obligation secured by this Deed of Trust; and (3) the surplus, if any, shall be distributed to the persons entitled thereto.

- a. Curing of Monetary Default. If a monetary event of default occurs under the terms of any of the Loan Documents, before exercising any remedies thereunder, Grantee shall give Grantor written notice of such default and provide for a cure period of ten (10) calendar days after such notice is given, or such longer period of time as may be specified in the Grant Documents, within which to cure the default before exercise of remedies by Grantee under this Deed of Trust or the Loan Documents.
  - b. Curing of Non-Monetary Default. If a non-monetary event of default occurs under the terms of any of the Loan Documents, prior to exercising any remedies thereunder, Grantee shall give Grantor written notice of such default and provide for a cure period of thirty (30) calendar days after such notice is given, or such longer period of time as may be specified in the Loan Documents, within which to cure the default before exercise of remedies by Grantee under this Deed of Trust or the Loan Documents. If the default is such that it is not reasonably capable of being cured within thirty (30) calendar days or such longer period if so specified, and if Grantor, in the reasonable determination of Grantee, (a) initiates corrective action within said period and (b) diligently, continually, and in good faith works to effect a cure as soon as possible, then Grantor shall have such additional time as Grantee determines is reasonably necessary to cure the default prior to exercise of any remedies by Grantee. In no event shall Grantee be precluded from exercising remedies if its security becomes or is about to become materially jeopardized by any failure to cure a default.
5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the Property which Grantor had or had the power to convey at the time of its execution of this Deed of Trust, and such as it may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchasers and encumbrancers for value.
  6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.
  7. In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.
  8. This Deed of Trust applies to and inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors and assigns. The term Beneficiary shall mean the holder and owner of the Note secured hereby, whether or not named as Beneficiary herein.

9. Notwithstanding any provision contrary in any Loan Documents, Beneficiary acknowledges and agrees that (a) the Property is or will be subject to a Use Restriction Covenant Agreement (as defined below), (b) the recordation of the Use Restriction Covenant Agreement against the Property is permitted under the terms of the Loan Documents.

GRANTOR FURTHER AGREES:

1. Grantor will perform each and every obligation contained in the Loan Agreement and any amendments thereof.
2. Grantor will charge rent to tenants of the Property described herein according to the (i) Rent Restriction Provisions contained in Section II.C. to the Loan Agreement and (ii) the Use Restriction Covenant Agreement attached as Exhibit E to the Loan Agreement and to be recorded against the Property.
3. Grantor will ensure that the Property will remain affordable pursuant to the terms of the foregoing Loan Agreement without regard to the term of any other deed of trust or the transfer of ownership, for not less than the term of this Deed of Trust, except that, upon foreclosure of the Property described herein by another lender or other transfer in lieu of such a foreclosure, the affordability period of this Deed of Trust shall be terminated if that foreclosure or other transfer recognizes any contractual or legal rights of public agencies, nonprofit sponsors, or others to take actions that would avoid the termination of low-income affordability. However, the affordability restrictions of this Deed of Trust shall be revived according to the original terms set forth herein if, during the period hereunder, the owner of record before foreclosure under any other deed of trust or deed of trust or other transfer, or any entity that includes the former owner or those with whom the former owner has or had family business ties, obtains an ownership interest in the Property described herein, in which event the affordability period shall be revived according to its original terms as set hereunder.
4. If Grantor shall fail to perform any obligation hereunder and the Beneficiary elects to perform the same and expends any monies therefor, such expenditure shall be deemed in addition to the amount secured by this Deed of Trust and be immediately due and payable in accordance with the Loan Documents.
5. If an event of default occurs under the foregoing Loan Agreement or Note (after the expiration of any applicable notice and cure period), the whole indebtedness secured thereby shall be due and payable in accordance with the Loan Documents and the Beneficiary may proceed to foreclose this Deed of Trust. If the Beneficiary shall incur any costs and expenses, including reasonable attorneys' fees and costs of any title reports, in connection with the performance of any of its rights hereunder including foreclosure, such costs and expenditures shall remain secured by this Deed of Trust and shall be immediately due and payable by Grantor.

IN WITNESS WHEREOF, the parties hereto have executed and delivered by their duly authorized representatives this Deed of Trust as of the day and year written above.

GRANTOR: **CITY OF MARYSVILLE**, a municipal corporation of the State of Washington

By: \_\_\_\_\_  
Jon Nehring / Mayor

ACKNOWLEDGEMENT

STATE OF WASHINGTON     )  
  )SS.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, to me personally known (or proved on the basis of satisfactory evidence), appeared before me, **Jon Nehring**, and said person acknowledged that s/he executed the foregoing instrument on oath and stated that s/he was authorized to execute the instrument as the **Mayor** of the **CITY OF MARYSVILLE**, a municipal corporation of the State of Washington, and acknowledged said instrument to be the free and voluntary act and deed of said corporation on behalf of said company, on behalf of said company, for the uses and purposes therein mentioned.

By: \_\_\_\_\_

\_\_\_\_\_  
(Print Name)

My appointment expires: \_\_\_\_\_

**REQUEST FOR FULL RECONVEYANCE**

*Do not record. To be used only when note has been paid.*

TO: TRUSTEE.

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust ("Deed of Trust"). Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**ATTACHMENT 1**

**Property Legal Description**

**Real property in the City of Marysville, County of Snohomish, State of Washington, described as follows:**

**LEGAL DESCRIPTION:**

THAT PORTION OF SOUTHEAST QUARTER OF NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 30 NORTH, RANGE 5 EAST, W. M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID SOUTHEAST QUARTER OF NORTHWEST QUARTER WITH THE CENTER LINE OF ALDER STREET IN THE TOWN OF MARYSVILLE, WASHINGTON;  
THENCE SOUTH ALONG THE CENTER LINE OF ALDER STREET FOR 363.34 FEET;  
THENCE WEST 20 FEET TO THE WEST LINE OF ALDER STREET, TO TRUE POINT OF BEGINNING;  
THENCE WEST PARALLEL TO THE NORTH LINE OF SAID SOUTHEAST QUARTER OF NORTHWEST QUARTER FOR 137.5 FEET;  
THENCE NORTH PARALLEL TO ALDER STREET FOR 60 FEET;  
THENCE EAST PARALLEL TO THE NORTH LINE OF THE SAID SOUTHEAST QUARTER OF NORTHWEST QUARTER FOR 137.5 FEET TO THE WEST LINE OF ALDER STREET;  
THENCE SOUTH 60 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPTING THEREFROM THE WEST 10 FEET AS CONVEYED BY QUIT CLAIM DEED RECORDED UNDER AUDITOR'S FILE NO. 1832347.

TAX PARCEL NO(S): 30052800214700

Situs Address: 1095 Alder Street, Marysville, WA98270

**EXHIBIT E**

Form of  
**USE RESTRICTION COVENANT AGREEMENT**

**WHEN RECORDED RETURN TO:**

Snohomish County  
3000 Rockefeller Ave., M/S 305  
Everett, WA 98201  
Attention: Robei Broadous

**USE RESTRICTION COVENANT AGREEMENT**

**CITY OF MARYSVILLE**  
**MARYSVILLE MICRO ENTERPRISE SUPPORTED HOUSING (MESH) PROJECT**  
**(CLFR)**

**GRANTOR:** **CITY OF MARYSVILLE**, a municipal corporation of the State of Washington

**BENEFICIARY:** **SNOHOMISH COUNTY**, a political subdivision of the State of Washington

**LEGAL DESCRIPTION:** PTN SE 1/4 OF NW 1/4, STR 28-30N-05E, SNOHOMISH COUNTY, WA

(Additional Legal Description on Attachment 1)

**TAX PARCEL NUMBERS:** 30052800214700

## USE RESTRICTION COVENANT AGREEMENT

### CITY OF MARYSVILLE MARYSVILLE MICRO ENTERPRISE SUPPORTED HOUSING (MESH) PROJECT (CLFR)

This Use Restriction Covenant Agreement (this “Covenant Agreement”), made this \_\_\_\_\_ day of \_\_\_\_\_, by and between **CITY OF MARYSVILLE**, a Washington municipal corporation, (the “Grantor” or the “Owner”) and **SNOHOMISH COUNTY** (the “Grantee” or the “County”), a political subdivision of the State of Washington, is part of the consideration for the financial assistance provided by County pursuant to the CLFR Loan Agreement (the “Loan Agreement”) entered into by the County and the Owner, dated \_\_\_\_\_, 2023, and as may be amended, for the acquisition of a portion of certain real property legally described on Attachment 1 attached hereto (“the “Property”), together with all tenements, privileges, reversions, remainders, irrigation and water rights, and stock, oil and gas rights, royalties, minerals and mineral rights, hereditaments and appurtenances belonging or in any way pertaining to the Property, and the rents, issues, and profits thereof.

This Covenant Agreement will be filed and recorded in the official public land records of Snohomish County, Washington, and shall constitute a restriction upon the use of the Property described herein, subject to and in accordance with the terms of this Covenant Agreement, throughout the Compliance Period of the Loan Agreement (“County Compliance Period”), ending on (date 20 years from occupancy).

The covenants contained herein are to be taken and construed as covenants running with the land and shall pass to and be binding upon the Owner, its successors and assigns, heirs, grantees, or lessees of the Property, beginning on the date of this Covenant Agreement. Each and every contract, deed, or other instrument covering or conveying the Property, or any portion thereof, shall be conclusively held to have been executed, delivered, and accepted subject to such covenants, regardless of whether such covenants are set forth in such contract, deed, or other instrument.

This Covenant Agreement shall survive any payment, release, satisfaction or cancellation of the Note, the Loan or the Deed of Trust occurring prior to the expiration of the term of the Covenant. The covenants herein are independent of and in addition to the covenants in the Deed of Trust and Loan Agreement. No transfer of the Property shall operate to relieve Grantor or any successor of its obligations hereunder unless expressly so agreed in writing by the County.

NOW, THEREFORE, it is hereby covenanted as follows:

1. **Populations Served.** The Owner shall operate the Property with residential units remaining affordable to provide bridge and permanent supportive housing to community residents with incomes at or below 65% AMI who are experiencing or at risk of homelessness and are at increased risk of housing instability, including from contracting COVID-19 as a result of their housing instability. Extremely Low-Income, Very Low-Income, or Low-Income affordability levels as specified in the Loan Agreement throughout the County Compliance Period.
2. **Income Restrictions.**



Income limits are those set and revised periodically by the U.S. Department of Housing and Urban Development and are based upon median incomes in the Seattle-Bellevue, WA HUD Metro Fair Market Rent (“FMR”) area and adjusted to household size. The Owner shall be responsible for utilizing the current annually adjusted income limits. The County shall make the current year’s income limits available to the Owner upon written request. The HUD Income Limits are found on the HUD website: <https://www.huduser.gov/portal/datasets/il.html>

The Owner shall provide units affordable to households with Area Median Incomes (AMI), for the Seattle-Bellevue, WA HUD Metro FMR area, as identified in Section III herein. If at any time HUD no longer estimates median income, the income standard shall be based on a program selected by the County. The Owner shall verify Property residents’ income only in accordance with methods prescribed by or agreed to by the County.

The Owner shall operate the Property with residential units remaining affordable to Extremely Low-Income and Very-Low Income affordability levels as specified in the Loan Agreement, throughout the County Compliance Period (described below).

3. County Assisted Units: The Owner shall provide County-Assisted Units, for the term of the County Compliance Period, pursuant to the provisions of the Loan Agreement.

The County-Assisted Units shall include: one (1) unit including three-bedroom units, at the Area Median Income (“AMI”) levels below, for the Seattle-Bellevue, WA HUD Metro FMR (“Fair Market Rents”) area.

COUNTY-ASSISTED UNITS								
TYPE OF COUNTYUNITS	SRO/ Beds	Studio	1 BR	2 BR	3 BR	4 BR	5 BR	Total Units
<b>% of Median Income</b>								
30%								
50%								
60%								
65%				1				1
80%								
Other								
<b>TOTALS</b>				1				1

4. Income Eligibility.

The determination, at the time of initial occupancy, of Extremely Low-Income, defined as households with incomes at or below 30% Area Median Income (“AMI”), and Very Low-Income, defined as households with incomes at or below 50% AMI, and Low Income households with incomes at or below 65% AMI, as identified in Exhibit A of the Loan Agreement, shall be made by application of the income limits set and revised periodically by the U.S. Department of Housing and Urban Development (“HUD”) based upon median incomes in the Seattle-Bellevue, WA HUD Metro Fair Market Rents (“FMR”) area and adjusted for household size. If at any time HUD no longer estimates median income, the income standard shall be based on a program selected by the County. The Owner shall verify Property residents’ income only in accordance with methods prescribed by or agreed to by the County.

The Owner will use the 24 CFR 5.609 (commonly referred to as “Part 5-Section 8 Housing”) standards in determining income eligibility for households to be assisted, or other income verification method acceptable to the County.

5. County Compliance Period.

For the term of the County Compliance Period, as defined in Loan Agreement, the commitment to serve the target population in County-Assisted Units, per the terms of this Agreement, will commence on the Effective Date of the Loan Agreement and remain in effect through the term of the Loan Agreement, and shall continue for 20 years from the date of Project Completion which shall expire on December 31, 2043.

6. County Rent Limits:

The maximum monthly rent and utility allowance for County-Assisted Units is a rent that does not exceed 30 percent of the income of the applicable target population AMI limit by unit size, based on the median income for the area, as determined and revised periodically by the U.S. Department of Housing and Urban Development (“HUD”) establishing rent limits for Snohomish County per the Seattle-Bellevue, WA HUD Metro Fair Market Rents (“FMR”) area and adjusted for unit size, or such other standards as the County may determine. Rents shall be established annually by the Owner in conformance with, and rents not to exceed, the AMI limits set forth in Exhibit A of the Loan Agreement. Maximum rents are determined by the number of bedrooms in each unit minus the monthly allowance for utilities (excluding telephone, cable television and other telecommunications), paid by the tenant.

The Agency shall provide to the County for its review and approval, a rent schedule for the Property that does not exceed the current HUD established ARPA rent limits, and that identifies the monthly allowances for tenant paid utilities and services (excluding telephone).

From the date of initial occupancy for the Project, through the County Compliance Period, the Agency shall charge only those rents approved by the County and established pursuant to federal, state and CLFR Program statutes and regulations.

7. The Owner shall provide safe and sanitary housing and will comply with all state and local housing codes, nondiscrimination, licensing requirements, and other requirements regarding the condition of the structure and the operation of rental housing in the jurisdiction in which the housing is located.
8. The Owner shall keep any records and make any reports relating to compliance with this Covenant Agreement that the County may reasonably require. The Owner will make annual reports and certifications to the County in such form and with such accompanying documentation, and on such dates as the County may require.
9. Upon providing reasonable notice to the Owner, the County and its agents and employees, for the duration of this Covenant Agreement, may enter the Property during business hours on reasonable notice, subject to the rights of residential tenants and applicable landlord-tenant law, to inspect the condition of the Property, to interview tenants of the Property and verify income information and any other matters relevant to this Covenant Agreement, and to inspect

and copy any documents maintained by Owner or its agents relevant to this Covenant Agreement.

10. If the Owner violates any of the foregoing covenants, and upon providing notice and the opportunity to cure, fails to correct the violation for a period of thirty (30) calendar days, or such additional time as may be reasonably necessary to cure the violation, after Owner's receipt of written notice of such violation from the County, the County may institute and prosecute any proceeding at law or equity to abate, prevent, or enjoin any such violation or to compel specific performance by the Owner of its obligations hereunder; PROVIDED that the Owner shall not be required by any provision herein to evict a residential tenant. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage, or waive the right of any party entitled to enforce the provisions hereof or to obtain relief against or recover for the continuation or repetition of such breach or violations or any similar breach or violation hereof at any later time.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed and delivered by their duly authorized representatives this Covenant Agreement as of the day and year written above.

OWNER: **CITY OF MARYSVILLE**, a municipal corporation of the State of Washington

By: \_\_\_\_\_  
Jon Nehring / Mayor

ACKNOWLEDGEMENT

STATE OF WASHINGTON )  
 )SS.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, to me personally known (or proved on the basis of satisfactory evidence), appeared before me, **Jon Nehring** and said person acknowledged that s/he executed the foregoing instrument on oath and stated that s/he was authorized to execute the instrument as the **Mayor** of **CITY OF MARYSVILLE**, a municipal corporation of the State of Washington, and acknowledged said instrument to be the free and voluntary act and deed of said corporation on behalf of said company, on behalf of said company, for the uses and purposes therein mentioned.

By: \_\_\_\_\_

\_\_\_\_\_  
(Print Name)

My appointment expires: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed and delivered by their duly authorized representatives this Covenant Agreement as of the day and year written above.

COUNTY:

**SNOHOMISH COUNTY**, a political subdivision of the State of Washington

By: \_\_\_\_\_  
Mary Jane Brell Vujovic,  
Director, Human Services Department

Date: \_\_\_\_\_

ACKNOWLEDGEMENT

STATE OF WASHINGTON )  
 )SS.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, to me personally known (or proved on the basis of satisfactory evidence), appeared before me, **Mary Jane Brell Vujovic**, and said person acknowledged that s/he executed the foregoing instrument on oath and stated that s/he was authorized to execute the instrument as the **Director, Human Services Department, SNOHOMISH COUNTY**, a political subdivision of the State of Washington, and acknowledged said instrument to be the free and voluntary act and deed of said jurisdiction on behalf of said jurisdiction for the uses and purposes therein mentioned.

By \_\_\_\_\_

\_\_\_\_\_  
(Print Name)

My appointment expires: \_\_\_\_\_

**ATTACHMENT 1**

**Property Legal Description**

**Real property in the City of Marysville, County of Snohomish, State of Washington, described as follows:**

**LEGAL DESCRIPTION:**

THAT PORTION OF SOUTHEAST QUARTER OF NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 30 NORTH, RANGE 5 EAST, W. M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID SOUTHEAST QUARTER OF NORTHWEST QUARTER WITH THE CENTER LINE OF ALDER STREET IN THE TOWN OF MARYSVILLE, WASHINGTON;  
THENCE SOUTH ALONG THE CENTER LINE OF ALDER STREET FOR 363.34 FEET;  
THENCE WEST 20 FEET TO THE WEST LINE OF ALDER STREET, TO TRUE POINT OF BEGINNING;  
THENCE WEST PARALLEL TO THE NORTH LINE OF SAID SOUTHEAST QUARTER OF NORTHWEST QUARTER FOR 137.5 FEET;  
THENCE NORTH PARALLEL TO ALDER STREET FOR 60 FEET;  
THENCE EAST PARALLEL TO THE NORTH LINE OF THE SAID SOUTHEAST QUARTER OF NORTHWEST QUARTER FOR 137.5 FEET TO THE WEST LINE OF ALDER STREET;  
THENCE SOUTH 60 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPTING THEREFROM THE WEST 10 FEET AS CONVEYED BY QUIT CLAIM DEED RECORDED UNDER AUDITOR'S FILE NO. 1832347.

TAX PARCEL NO(S):                   30052800214700

Situs Address:                       1095 Alder Street, Marysville, WA98270

## EXHIBIT F

### SPECIFIC TERMS AND CONDITIONS

#### CLFR TERMS AND CONDITIONS

The County has appropriated funds from its portion of Coronavirus Local Fiscal Recovery Funds (“CLFR”) pursuant to the American Rescue Plan Act (ARPA), PL 117-2, section 9901, codified at 42 U.S.C. Section 802 *et seq.* to be used to pay for City of Marysville MESH Project as set forth in Exhibit A of the Loan Agreement. These CLFR Terms and Conditions apply to the City of Marysville’s (the “Subrecipient”) acquisition of property for the City of Marysville MESH Project, for which the County has agreed to pay an amount not to exceed \$476,645.45. In case of conflict between these CLFR Terms and Conditions and the Loan Agreement, the following order of priority shall be used: (1) CLFR Terms and Conditions and (2) the Loan Agreement.

Prior to receiving payment under this Loan Agreement, the Subrecipient shall provide the County the following documents completed to the County’s satisfaction:

- Cost Certification, in the form attached hereto as Attachment G-1, to be submitted with each invoice in which the Subrecipient seeks payment.
- Lobbying Certification, in the form attached hereto as Attachment G-2
- If activity occurs, Lobbying Disclosure Form, in the form attached hereto as Attachment G-3
- Civil Rights Certification, in the form attached hereto as Attachment G-4

#### I. TERMS AND CONDITIONS

Subrecipient agrees to comply with Section 603(c) of the Social Security Act, regulations as promulgated by the Department of Treasury (31 CFR Part 35) as amended; Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions promulgated by the U.S. Department of the Treasury, as amended; and Compliance and Reporting Guidance – State and Local Fiscal Recovery Funds as promulgated by the U.S. Department of the Treasury, as amended. The Subrecipient shall also comply with regulatory requirements under the Uniform Guidance at 2 CFR Part 200.

##### A. Compliance with Specific Laws, Regulations, and Agreements.

The Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and the Subrecipient shall require compliance of the same in any contract it enters into with other parties relating to this Agreement. Federal regulations applicable to the funding provided in this Agreement include, without limitation, the following:

1. 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation, including, Subpart A (Acronyms and Definitions), Subpart B (General Provisions), Subpart C (Pre-Federal Award Requirements and Contents of Federal

- Awards) [excluding 204 (Notices of Funding Opportunities), 205 (Federal awarding agency review of merit of proposal), 210 (Pre-Award Costs), 213 (Reporting a determination of a non-federal entity is not qualified for a federal award)], Subpart D (Post Federal Award Requirements) [excluding 305(b)(8) and (9) regarding Federal Payment, 308 (Revision of budget or program plan), 309 (modification to period of performance)], Subpart E (Cost Principles), and F (Audit Requirements).
2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  3. Reporting Subaward and Executive Compensation Information, 2 C.F.R., Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a requirement in all lower tier covered transactions that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulations at 31 C.F.R. Part 19.
  5. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  6. Governmentwide Requirement for Drug-Free Workplace, 31 CFR Part 20.
  7. New Restrictions on Lobbying, 31 CFR Part 21.
  8. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 USC §§ 4601-4655) and implementing regulations.
  9. Generally applicable federal environmental laws and regulations. The Subrecipient shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended.
  10. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. 1501 and 7324-7328), which limits certain political activities of federal employees as well as certain other employees who work with federal funding programs.
  11. The Subrecipient shall include the clauses 1 through 10 in this Section I.A., adapted for the proper parties, in any subcontract, subject to the terms and conditions of Exhibit G and its attachments.



## **B. Protections for Whistleblowers.**

1. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an agreement) or grant.
2. The list of persons and entities referenced in the paragraph above includes the following:
  - a. A member of Congress or a representative of a committee of Congress;
  - b. An Inspector General;
  - c. The Government Accountability Office;
  - d. A Treasury employee responsible for agreement or grant oversight or management;
  - e. An authorized official of the Department of Justice or other law enforcement agency;
  - f. A court or grand jury; or
  - g. A management official or other employee of Contractor or its subcontractors who has the responsibility to investigate, discover, or address misconduct.
3. Subrecipient shall inform its employees in writing of the rights and remedies provided under this subsection, in the predominant native language of the workforce.
4. The Subrecipient shall include the above clauses 1-3, adapted for the proper parties, in any subcontract, subject to the terms and conditions of Exhibit G and its attachments.

## **C. Increasing Seat Belt Use in the United States.**

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

The Subrecipient shall include the above clause, adapted for the proper parties, in any subcontract, subject to the terms and conditions of Exhibit G and its attachments.

#### **D. Reducing Text Messaging While Driving.**

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient is encouraged to adopt and enforce policies that ban text messaging while driving, and to establish workplace safety policies to decrease accidents caused by distracted drivers.

The Subrecipient shall include the above clause, adapted for the proper parties, in any subcontract, subject to the terms and conditions of Exhibit G and its attachments.

#### **E. Nondiscrimination**

The Subrecipient shall comply with the following statutes and regulations prohibiting discrimination:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under program or activities receiving federal financial assistance.

By execution of this Agreement, Subrecipient certifies:

*Subrecipient shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

2. The Fair Housing Act, Title VII-IX of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;
3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
4. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis or age in programs or activities receiving federal financial assistance; and
5. The American with Disabilities Act of 1990, as amended (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities and

services provided or made available by state and local governments or instrumentalities or agencies thereto.

#### **F. Conflicts**

The Subrecipient's employees, subcontractors and board or committee members shall not use, or give the appearance of using, their positions for the personal gain of themselves or those with whom they have family, business or other ties. The Subrecipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. 200.318(c). The Subrecipient shall disclose to the County any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. 200.112.

The Subrecipient shall include the above clause, adapted for the proper parties, in any subcontract, subject to the terms and conditions of Exhibit G and its attachments.

#### **G. Public Records**

This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Subrecipient are needed for the County to respond to a request under the Act, as determined by the County, the Subrecipient agrees to make them promptly available to the County. If the Subrecipient considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Subrecipient shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Subrecipient and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Subrecipient (a) of the request and (b) of the date that such information will be released to the requester unless the Subrecipient obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Subrecipient fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Subrecipient to claim any exemption from disclosure under the Act. The County shall not be liable to the Subrecipient for releasing records not clearly identified by the Subrecipient as confidential or proprietary. The County shall not be liable to the Subrecipient for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

#### **H. Capacity**

The Subrecipient, by signing this Agreement, acknowledges that it has the institutional, managerial, and financial capability to ensure proper planning, management, and provision of the services funded. If at any time, the Subrecipient believes its capacity is compromised or Subrecipient needs technical assistance, it shall immediately notify the County. The County will make best efforts to provide timely technical assistance to the Contractor to bring the Agreement into compliance.

The Subrecipient shall include the above clause, adapted for the proper parties, in any subcontract, subject to the terms and conditions of Exhibit G and its attachments.

**I. Remedial Action**

In the event of the Subrecipient's noncompliance with the U.S. Constitution, federal statutes, regulations, or the terms and conditions of the federal award funding this Agreement, Treasury or the County may take remedial action as set forth in 2. C.F.R. 200.339.

**J. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment; Compliance with 2 C.F.R. 283**

The Subrecipient shall comply with 2 C.F.R. 200.216 and shall require compliance with 2 C.F.R. 200.216 in any subcontract.

Subrecipient shall exercise due diligence to ensure that none of the funds, including supplies and services, received under this Agreement are provided directly or indirectly (including through subcontracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities. The Subrecipient must terminate or void in whole or part any subcontract with a person or entity listed in the System Award Management Exclusions (SAM) as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless the Federal awarding agency provides written approval to continue the subcontract.

**K. Preferences for Procurements**

As appropriate and to the extent consistent with law, the Subrecipient should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracting agreements and purchase orders for work or products under this Agreement.

For purposes of this Subsection:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting state through the application of coatings, occurred in the United States.
2. "Manufactured products" means items and construction material composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

## **II. FISCAL MANAGEMENT**

Every subcontract approved by the County and entered into by the Subrecipient under this Agreement shall be in writing and shall incorporate all of the clauses in this Section II, with word changes where appropriate to properly identify the parties to the subcontract. If the Subrecipient is a non-federal entity as defined in 2 CFR Part 200.69 and expends \$750,000.00 or more in Federal awards during its fiscal year, the Subrecipient shall comply with the audit requirements of 2 CFR Part 200 Subpart F.

### **A. Accounting Standards**

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

### **B. Audit and Recovery**

All disbursements of funds to the Contractor under this Agreement shall be subject to audit and recovery of disallowed costs from the Contractor. In the event of Contractor's noncompliance with Section 603 of the Social Security Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, the County may impose additional conditions or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of Section 603(c) of the Social Security Act regarding the use of funds, funds shall be subject to recoupment.

1. The Subrecipient shall maintain its records and accounts so as to facilitate the County's audit requirement and shall ensure that subcontractors also maintain auditable records.
2. The Subrecipient is responsible for any audit exception incurred by its own organization or that of its subcontractors.
3. The County reserves the right to recover from the Subrecipient all disallowed costs resulting from the audit.
4. The Subrecipient shall follow-up on and develop corrective action plans for all audit findings.

### **C. Accounting for Funds**

In the event of an audit, the Subrecipient shall account for all funds provided under this Agreement and demonstrate that the funds have only be used as provided for in this Agreement.

#### **D. Repayment of Funds to County/Recoupment**

The Subrecipient shall return funds disbursed to it by the County under this Agreement for return by the County to the U.S. Department of the Treasury, upon the occurrence of any of the following events:

1. If Subrecipient has any unspent funds on hand as of the earlier of the end date of this Agreement or the termination of this Agreement, Subrecipient shall return all unspent funds to the County within ten (10) calendar days of end date or termination.
2. If overpayments are made; or
3. If an audit of the Project by the U.S. Department of the Treasury, the State, or the County determines that the funds have been expended for purposes not permitted by the Section 603 of the Social Security Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, the U.S. Department of the Treasury, the County, or this Agreement.

To exercise recoupment or repayment, the County shall make a written demand upon the Subrecipient for repayment, the Contractor shall be obligated to repay to the County the funds demanded within sixty (60) calendar days of the demand. No exercise of the County of the right to demand repayment of funds by the Subrecipient shall foreclose the County from making an additional demand for repayment if a return of additional funds is required by the U.S. Department of the Treasury; the County's right to demand repayment from the Subrecipient may be exercised as often as necessary to recoup from the Subrecipient all funds required to be returned by the County to the U.S. Department of the Treasury.

The Subrecipient is solely responsible for seeking repayment from any subcontractor in conformance with its debt collection policy.

#### **E. Debts Owed the Federal Government.**

1. Any funds paid to Subrecipient in excess of the amount to which Subrecipient is finally determined to be authorized to retain under the terms of this Agreement, that are determined by the Treasury Office of Inspector General to have been misused or that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Subrecipient shall constitute a debt to the federal government.
2. Any debts determined to be owed the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 1 of this subsection, Treasury will take any actions available to it to collect such a debt.
3. Any debts determined to be owed to the County must be promptly paid by Subrecipient. A debt is delinquent if it has not been paid by the date specified in

County's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt. The County will take any actions available to it to collect such a debt.

#### **F. Cost Principles**

The Subrecipient shall administer its provision of services in conformance with OMB Uniform Guidance and 2 CFR part 200. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding under this Agreement. The Subrecipient is not required to provide cost sharing or matching funds under this Agreement.

#### **H. No Advance Payment**

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

#### **I. Debarment and Suspension Certification**

The Subrecipient is required to comply with the provisions of Executive Order 12549, Executive Order 12689, 2 CFR 180. The Subrecipient, by signing the Agreement, certifies that to the best of its knowledge and belief that:

1. The Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any Federal department or agency;
2. That the Subrecipient has not within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offenses in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or state antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
3. The Subrecipient is not presently indicted for or otherwise criminal or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses enumerated in paragraph 2 of this subsection; and
4. The Subrecipient has not within a three (3) year period preceding the signing of this Agreement had one or more public transaction (Federal, state, or local) terminated for cause of default.

The Subrecipient agrees to include the following required language in all subcontracts into which it enters resulting directly from the Subrecipient's duty to provide services under this Agreement:

The lower tier subcontractor certified, by signing this Agreement, that neither it nor its principals is presently debarred, suspended, proposed

for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

When the lower tier subcontractor is unable to certify to any of the statements in the contract, such subcontractor shall attach an explanation to the Agreement.

### **III. ADDITIONAL REQUIREMENTS**

#### **A. Procurement**

Unless specified otherwise in this Agreement, the Subrecipient shall procure all materials, property, supplies, or services in accordance with the requirements of 2 C.F.R. § 200.318; Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act; 24 C.F.R. § 135; and 24 C.F.R. § 576.404. The Subrecipient, in subcontracting, shall comply with 2 C.F.R. § 321(b)(1-5).

#### **B. Political Activities**

The Subrecipient agrees that no funds provided, nor personnel employed, under this Agreement shall be in any way or to any extent be applied to, or engaged in, the conduct of political activities in violation of 24 CFR § 570.207(a)(3).

#### **C. Public Information**

1. The Subrecipient shall ensure recognition of the role of the County in providing services through this Agreement. All activities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source.
2. Any publication produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP0194 awarded to Snohomish County by the U.S. Department of Treasury."
3. The Subrecipient shall include clause 2 of this subsection in any subcontract, subject to the terms and conditions of Exhibit G and its attachments.

### **IV. Records**

In addition to the Records requirements set forth in the elsewhere in this Agreement, Subrecipient shall comply with the following:

- A. The Subrecipient shall maintain records and financial documents sufficient to evidence compliance with Section 603(c) of the Social Security Act, Treasury's implementing



regulations implementing that section, and guidance issued by Treasury regarding the foregoing. The Subrecipient shall also maintain:

1. Records used for data collection for reports as required
  2. Records of compliance with conflict of interest requirements
  3. Records of compliance with the nondiscrimination requirements
  4. Financial Records, including supporting documentation for all costs submitted via Invoice
  5. Any other reporting obligations established by the U.S. Department of the Treasury as they relate to this award.
- B. The Treasury Office of the Inspector General and the Government Accountability Office, or their authorized representatives, and the County shall have the right of access to records required under the Agreement (electronic and otherwise) of the Subrecipient in order to conduct audits.
- C. The Subrecipient shall include the clauses A and B above, adapted for the proper parties, in any subcontract, subject to the terms and conditions of Exhibit G and its attachments.

## **V. AFTER-THE-AGREEMENT/CLOSE-OUT REQUIREMENTS**

The Subrecipient's obligation to the County shall not end until all close-out requirements are completed. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over American Rescue Plan Section 9901 Coronavirus State and Local Fiscal Recovery Funds dollars. The County will close-out the award when it determines, in its sole discretion, that all applicable administrative actions and all required work has been completed.

## **VI. False statements**

Subrecipient understands that making false statements or claims with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreement, and/or any other remedy available by law.

The Subrecipient shall include the above clause, adapted for the proper parties, in any subcontract, subject to the terms and conditions of Exhibit G and its attachments.

## **VII. Disclaimer**

The United States has expressly disclaimed any and all responsibility or liability to the County or third persons for the actions of the County or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of the award of Federal funds

to the County under section 603(c) of the Act, or any Agreement or subcontract under such award.

The County expressly disclaims any and all responsibility or liability to the Subrecipient or third persons for the actions of the Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Agreement or any other losses resulting in any way from the performance of the Agreement, or any subcontract thereto.

The Agreement does not in any way establish an agency relationship between or among the United States, the County, and Subrecipient.

The Subrecipient shall include the above Disclaimer clauses, adapted for the proper parties, in any subcontract, subject to the terms and conditions of Schedule D and Attachments.

**ATTACHMENT F-1  
COST CERTIFICATION FORM**

1. I have the authority and approval from the governing body of the Subrecipient to request reimbursement from Snohomish County from the County's allocation of the CLFR as created in Section 9901 of the American Rescue Plan Act of 2021 ("ARPA") for eligible expenditures included on the corresponding invoice for the reporting period from March 3, 2021 through December 31, 2024.
2. I understand Snohomish County will rely on this certification as a material representation in processing this reimbursement.
3. I certify the use of funds submitted for reimbursement from CLFR funds under this Agreement were used only to cover those costs in accordance Section 9901 of the American Rescue Plan Act of 2021, regulations promulgated by Department of Treasury at 31 CFR Part 35, and Department of Treasury FAQs and guidance.
4. I understand the use of funds pursuant to this certification must adhere to official federal guidance issued. I have reviewed the Section 9901 of the American Rescue Plan Act of 2021, the regulations at 31 CFR Part 35, and Department of Treasury (Treasury) FAQs and guidance and certify costs meet the parameters set forth therein. Any funds expended by the Subrecipient or its subcontractor(s) in any manner that does not adhere to the Section 9901 of the American Rescue Plan Act of 2021, the regulations at 31 CFR Part 35 and Treasury FAQs and guidance shall be returned to the County for return to the Treasury.
5. I understand the Subrecipient receiving funds pursuant to this certification shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts in a manner consistent with §200.333 Retention requirements for records of 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Such documentation shall be produced for the County upon request and may be subject to audit by state and/or federal representatives.
6. I understand any funds provided pursuant to this certification cannot be used as a revenue replacement for lower than expected tax or other revenue collections.
7. I understand funds received pursuant to this certification cannot be used for expenditures for which the Subrecipient has received any other funding (whether state, federal or private in nature) for the same expense.

**By signing this document, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false**

statements, or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Section 3729-3730 and 3801-3812).

SUBRECIPIENT NAME

By: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT F-2, CERTIFICATION REGARDING LOBBYING  
AMERICAN RESCUE PLAN ACT OF 2021, SECTION 9901**

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

**I hereby certify that I have read and understood the obligations described above, that the Subrecipient is in compliance with the above-described requirements, and by my signature on this document, acknowledge my understanding that any intentional or negligent misrepresentation or falsification of any information submitted in conjunction with this document could subject me to punishment under federal, civil liability and/or in criminal penalties, including but not limited to fine or imprisonment or both under Title 18, United States Code, Sec. 1001, et seq. and punishment under federal law.**

SUBRECIPIENT NAME

By:

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**Attachment F-3**  
**INSTRUCTION FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

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

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

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

**DISCLOSURE OF LOBBYING ACTIVITIES**  
CONTINUATION SHEET

Approved by OMB  
0348-0046

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

**ATTACHMENT F-4**

Exhibit F  
City of Marysville  
HCS-22-AR-2106-200  
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**CIVIL RIGHTS CERTIFICATION  
AMERICAN RESCUE PLAN ACT OF 2021, SECTION 9901**

The funds provided to Subrecipient are available under section 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act.

The Subrecipient understands and acknowledges that:

As a condition of receipt of federal financial assistance from the Department of the Treasury, with monies distributed through Snohomish County, the Subrecipient named below provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of Treasury.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above

The Subrecipient certifies the following:

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where

necessary, to ensure effective communication in the Recipient's programs, services, and activities.

3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between Subrecipient and Subrecipient's subgrantees, contractors, subcontractor, successor, transferees, and assignees:

*The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.
7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.
  
9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
  
10. The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

**I hereby certify that I have read and understood the obligations described above, that the Subrecipient is in compliance with the above-described nondiscrimination requirements, and by my signature on this document, acknowledge my understanding that any intentional or negligent misrepresentation or falsification of any information submitted in conjunction with this document could subject me to punishment under federal, civil liability and/or in criminal penalties, including but not limited to fine or imprisonment or both under Title 18, United States Code, Sec. 1001, et seq. and punishment under federal law.**

SUBRECIPIENT NAME

By:

---

Title:

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Date:

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**EXHIBIT G**  
**SNOHOMISH COUNTY**  
**CLFR PROJECTS**  
**REQUEST FOR REIMBURSEMENT / ACTUAL EXPENDITURE REPORT**

Date: \_\_\_\_\_

Project Title: **MARYSVILLE MESH PROJECT**      Project Number: HCS-22-AR-2106-200

Contracting Organization/Agency: **CITY OF MARYSVILLE**

Report Period: \_\_\_\_\_ Draw #: \_\_\_\_\_

Amount of Request: \_\_\_\_\_

**CERTIFICATIONS:**

I, the undersigned, do hereby certify under penalty of perjury:

1. That I am duly authorized to submit this claim for reimbursement on behalf of the above Contract Organization/Agency;
2. That the enclosed Report of Actual Expenditures and documentation accurately reflects materials furnished, services rendered, and/or labor performed in furtherance of the above Project;
3. That payment has been made or is currently due or obligated for such materials, services and/or labor;
4. That such expenditures or current obligation constitute allowable costs under the principles in applicable Office of Management and Budget Circulars and conform to the approved Project Budget; and
5. That the materials, services, and/or labor for which reimbursement from HUD grant funds is requested by this document have not and will not be paid for or reimbursed by any other agency, corporation, partnership, firm or individual, OTHER THAN the Contracting Organization/Agency, its officers, agents, and/or employees.

<b><u>Compliance</u></b>	
<input type="checkbox"/> Authorized Signature	<input type="checkbox"/> Within Budget
<input type="checkbox"/> Allowable/Eligible Cost	<input type="checkbox"/> Meets Contract Terms
G.A. _____	Date _____
<input type="checkbox"/> Sufficient Funds	<input type="checkbox"/> Documentation
<input type="checkbox"/> Allowable/Eligible Costs	
Financial _____	Date _____
IDIS #: _____	

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Typed Name)

\_\_\_\_\_  
 (Position)

**EXHIBIT H**

**REPORT OF ACTUAL EXPENDITURES**

(To accompany Request for reimbursement)

Project Name: **MARYSVILLE MESH PROJECT**

Project Number:

Agency: **CITY OF MARYSVILLE**

Report Period: \_\_\_\_\_ to \_\_\_\_\_

<b>CATEGORY</b>	<b>County Budget (CLFR)</b>	<b>County CLFR Expenditure (This Draw)</b>	<b>Total County CLFR Drawn (incl. this Draw)</b>	<b>Total Disbursed to Date (all Sources incl. this Draw)</b>
Salaries/Wages				
Benefits				
Supplies/Minor Equip.				
Prof. Services				
Postage				
Telephone				
Mileage/Fares				
Meals				
Lodging				
Advertising				
Leases/Rentals				
Insurance				
Utilities				
Repairs/Maint.				
Client Flex Funds				
Client Rent				
Printing				
Dues/Subscrip.				
Regis./Tuition				
Machinery/Equip.				
Administration				
Indirect				
Occupancy				
Miscellaneous				
Misc. Construction				
Acquisition	\$476,645.45			
Relocation				
Closing/Title/Recording				
Legal				
Consultant Reports				
Construction/Rehabilitation				
Appraisal				
Other				
Other				
<b>TOTAL</b>	<b>\$ 476,645.45</b>		<b>\$ -</b>	<b>\$ -</b>

**EXHIBIT I**

**FEDERAL FUNDING ADDENDUM**

**ACKNOWLEDGEMENT OF FEDERAL FUNDING:**

Federal Funding #1: Coronavirus State and Local Fiscal Recovery Funds

Federal Agency:	U.S. Treasury
Federal Award Identification Number (FAIN):	21.027
Federal Award Date:	5/11/2021
Total Amount of Federal Award:	\$159,679,985

Federal Funding #2: n/a

Federal Agency:	n/a
Federal Award Identification Number (FAIN):	n/a
Federal Award Date:	n/a
Total Amount of Federal Award:	n/a

Federal Funding #3: n/a

Federal Agency:	n/a
Federal Award Identification Number (FAIN):	n/a
Federal Award Date:	n/a
Total Amount of Federal Award:	n/a

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

*This project was supported by grants awarded by federal agency(ies) listed above. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the above. Grant funds are administered by the (name of funding sources).*

# MESH Program

City leadership envisions Marysville as a safe community with abundant opportunity where every person is valued.

In support of its vision, the City Council established the **Micro Extended Shelter Program** (MESH) as one strategy to address homelessness. As a high-level priority, MESH provides opportunity and hope to for those endeavoring to find a pathway to escape homelessness.

*MESH assists those who have demonstrated efforts in stabilizing their life and gives them the opportunity to successfully transition from shelter to permanent housing as they focus on employment, skill development and, when necessary, treatment.*

In 2016 the City Council utilized existing city-owned houses acquired for future transportation needs to pilot the MESH program. The initial pilot program involved transitioning residents from group shelter into single family homes using volunteers to provide social support from the host community. These buildings served as transitional housing for chronically homeless individuals who successfully complete life skill classes through the non-profit Everett Gospel Mission (EGM) program. Two of the homes were removed in 2018 due to the transportation project moving forward. Due to the success of the initial pilot program, the City replaced these units with new homes. Additional funding was developed as a result of 2020 legislation authorizing a sales tax in support of affordable housing. The City Council approved its use for continuing the MESH program. The City further expanded its program in 2023 with matching funds from a Snohomish County American Recovery Plan Act (ARPA) grant award aimed at addressing county Pandemic Recovery Priorities specifically the initiative supporting housing and shelter for vulnerable communities.

The City now owns and contracts with the EGM to manage six (6) residential dwelling units (a total of 5,559 square foot) located on public transit and within walking distance of schools and groceries. The Allen Creek Community Church, Bethlehem Lutheran and Damascus Road Churches have provided leadership and support to program members Community-minded businesses, such as Judd & Black, have made generous contributions to support this work as well. The program also draws on other highly collaborated contributing community members who help and inspire those working their way out of homelessness through a weekly curriculum to help them build life skills, developing a personalized action plan or road map to reach full independent living by the end of three years.

U.S. Housing and Urban Development (HUD) estimates it costs approximately \$40,000 per year in government services to address the impact of a single homeless person.

RAND Corporation found the demand for public services declined approximately 60% chronically homeless were placed in a long-term housing solution.

Promoting self-sufficiency of community members is a responsible government strategy.

# Program Metrics

- Cost: Since its initial launching in 2016, the City has acquired eight (8) dwelling at a cost of approximately \$1.4 million.
- Since acquisition, approximately \$100,000 in capital maintenance has been performed.
- Revenue: Project revenue for the program has come from federal, state and local sources include County ARPA grant of \$500,000 and State sales tax rebates. Community Block Grants have not been utilized to date, but could be requested through the grant process in 2023 for capital maintenance.
- Results: Everett Gospel Mission (EGM) has served 20 people through MESH since its inception, with 13 of those served finding permanent housing as a result of this program.

Table 1 Demographic Summary of People Supported by MESH

MALE	FEMALE	CHILD	AFRICAN AMERICAN	LATINO	WHITE
13	5	2	2	1	17

Table 2 Summary of MESH Units (2023)

Building #	Street	Tax parcel #	Type/# bedrooms/ Year Purchase Year	Building Size	Year built	Tax value 2023
5626	61st Street NE	30052700306000	SF 2 beds/1 bath 2008	1,300 sf	1956	\$234,400
6030	47th Ave NE	00551201001602	SF 3 B/2 bath 2015	924 sf	1983	\$344,500
1926	4th Street	00551201000300	Triplex 6B/3 Bath 2023	2,340 sf	1961	\$560,100
1095	Alder Street	30052800214700	SF 2B/1 a bath 2023	995 sf	1949	\$413,600

Table 3 MESH Home Photos

FIGURE 1 MESH 2



FIGURE MESH 1



FIGURE 2 MESH 3 (TRIPLEX)



FIGURE 3 MESH 4





## Policy and Funding

The City establishes its community priorities using a number of comprehensive planning documents to formulate and articulate its goals. Based on these goals, the Mayor and Council allocate funding from a variety of sources to implement their strategies to effect change.

### *American Recovery Plan Act (ARPA) Grant*

As a result of the global COVID-19 pandemic which was first confirmed in Snohomish County on January 20, 2020, County Executive Dave Somers established an Office of Recovery and Resilience (ORR) to administer the County's \$160 million federal American Rescue Plan Act (ARPA) award. Following an extensive community engagement effort, Community Recovery Priorities led to significant ARPA dollars being directed by the County Council to housing-related initiatives to increase shelter, emergency and permanent housing units for vulnerable communities. The City of Marysville applied for and received a \$500,000 grant from County ARPA funds. The funding required a dollar-for-dollar match from City funds and resulted in the purchase of four dwelling units at a cost of \$1.2 million.



### *Washington State Sales Tax Allocation for Affordable and Supportive Housing*



In January 2020, the City Council enacted its access to a tax credit against the state's portion of sales tax. This action was authorized under RCW 82.14.540 and provides municipalities with approximately \$100,000 a year from the State's share of existing sales tax. This revenue is available to the City for a period of twenty (20) years and can be used for acquiring, rehabilitating or constructing affordable housing or providing supportive housing services, funding operations and maintenance of supportive housing or rental assistance to tenants under RCW 71.24.385.

## Program Participant Eligibility

MESH participation is restricted either by federal or state funding source requirements. The U.S. Census indicates the median household income for Marysville is \$76,372 (in 2018 dollars). To qualify for program benefits, a participant must have an income of no more than sixty percent of this median income which as of this writing is \$45,823. In terms of the number of community households who would qualify for these programs, other demographic statistics indicated six percent of households (or approximately 1,500 HH) would likely qualify having a household income between forty and fifty thousand dollars per year.

*The MESH program is administered by the City's Executive Department and managed by the Everett Gospel Mission. Learn more about the [Everett Gospel Mission](#) programs to help the community better understand the unique challenges of long-term poverty and community opportunity.*



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** September 25, 2023

**SUBMITTED BY:** CAO Gloria Hirashima, Executive

**ITEM TYPE:** Agreement

**AGENDA SECTION:** **New Business**

**SUBJECT:** Motel Voucher Grant between Snohomish County and City of Marysville.

**SUGGESTED ACTION:** Recommended Motion: Authorize the Mayor to accept the terms of the grant agreement which authorizes the City of Marysville to provide services consistent with the Emergency Housing Fund (EHF) grant of \$150,000 to support emergency shelter for residents with the city of Marysville.

**SUMMARY:** Snohomish County has authorized a grant to the City of Marysville in the amount of \$150,000, funded by Washington State, to support emergency housing activities. The grant would be used to provide motel vouchers to residents needing emergency shelter within the city of Marysville. The City proposes to contract with LINC NW to provide these services through the family support center located within the City. A separate professional services agreement would authorize LINC NW to distribute the vouchers consistent with the grant guidelines.

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**ATTACHMENTS:**  
[County grant.pdf](#)

**EXHIBIT A**  
**SPECIFIC TERMS AND CONDITIONS**  
**MOTEL VOUCHER**

**I. INTRODUCTION**

The Emergency Housing Fund (EHF) grant is utilized to maintain current levels of homeless subsidies and emergency housing services.

Allowable activities and expenses follow the [Consolidated Homeless Grant \(CHG\)/System Demonstration Grant \(SDG\) guidelines](#). Allowable activities are restricted to “emergency housing” activities, to include: street outreach, diversion, emergency shelter including hotel/motel leasing, sanctioned encampments, transitional housing, rapid re-housing, housing search and placement, and housing stability case management.

**II. TERMS AND CONDITIONS**

This Agreement (hereinafter the “Contract”) is finance with funds received under American Rescue Plan Act of 2021, Coronavirus State Fiscal Recovery Fund, CFDA 21.027 and is made by and between the County and Agency, a nonprofit corporation incorporated under the laws of the State of Washington.

Agency agrees that the funds provided by the County under this Contract shall only be used for the purposes set forth in American Rescue Plan Act of 2021, Coronavirus State Fiscal Recovery Fund and Chapter RCW 43.185c Homeless Housing and Assistance authorizes these funds.

**III. APPLICABLE GUIDELINES, REGULATIONS AND LAWS**

The Agency shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and federal governments, as now or hereafter amended including, but not limited to the following **Washington State Laws and Regulations**:

- A. Affirmative action, RCW 41.06.020(1);
- B. Boards of directors or officers of non-profit corporations – Liability – Limitations, RCW 4.24.264;
- C. Disclosure – campaign finances-lobbying, Chapter 42.17A RCW;
- D. Discrimination – Human Rights Commission, Chapter 49.60.RCW;

- E. Ethics in public service, Chapter 42.52 RCW;
- F. Office of minority and women's business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC;
- G. Open public meetings act, Chapter 42.30 RCW;
- H. Public records act, Chapter 42.56 RCW; and
- I. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

#### **IV. CONTRACT MANAGEMENT**

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

#### **V. ORDER OF PRECEDENCE**

In the event that any provisions of the Contract, including all authorities incorporated by reference, are in conflict with one another, the provision which is the more encompassing and restrictive on the Agency's actions shall apply. In the event that equally restrictive provisions are in conflict with one another, the sources of the provisions shall govern their precedence. The order of precedence shall be first federal, then state, then local, and shall in all cases be ruled upon by the County.

#### **VI. SCOPE OF SERVICES**

- A. The Agency shall provide the services described in the Approved Statement of Work (hereinafter Exhibit B), pursuant to the provisions of this Contract.
- B. The Agency shall initiate criminal history background checks pursuant to RCW 43.43.830 and RCW 43.43.834 for all prospective employees and volunteers who may have unsupervised access to children under sixteen years of age, developmentally disabled persons of any age, or vulnerable adults.
- C. The Agency shall make a reasonable effort to secure the services of unpaid volunteers and other training or work program participants to supplement staff at no additional costs under this Contract.

#### **VII. FINANCIAL AWARD**

The Agency is hereby awarded, in the form of a subaward, the total sum indicated in the Approved Contract Budget (hereinafter Exhibit C), to provide part of the funding for the full undertaking and performance of the Project. It is expressly

agreed and understood that the total amount paid by the County under this Agreement shall not exceed the total subaward indicated in Exhibit C.

In the event funding from state sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, the County may amend the Contract amount to reflect any new funding limitations and conditions.

All funds shall be available only in strict accordance with the provisions of this Contract, the Basic Terms and Conditions referenced on the Contract face sheet, and other applicable federal, State, and local laws, regulations, and policies governing the funds provided in this Contract.

#### **VIII. ALLOWABLE COSTS**

Costs allowable under this Contract are based on an approved budget up to the Contract Maximum. If provided for in Exhibit B and Exhibit C, allowable use of EHF Program funds shall include:

- A. Administration;
- B. Data Collection; and
- C. Program Operations.

#### **IX. ANTICIPATORY COSTS**

Allowable costs under this Contract shall include costs incurred by the Agency during the Contract term set forth on the Contract Face Sheet or amended Contract Face Sheet, PROVIDED, that all costs shall not exceed the Contract Maximum, and PROVIDED, FURTHER, that no payments will be made before the Effective Date.

#### **X. FISCAL MANAGEMENT**

##### **A. Administrative Costs**

1. Administrative costs, whether direct or federally negotiated-indirect cost rate, that actually incurred to support operating activities funded under this Contract may be charged to this Contract up to the amount specified in Exhibit C.
2. Administrative services shared by other programs may be assigned to this Contract based on an allocation plan that reasonably reflects the administrative costs necessary to support services provided under each contract administered by the Agency.

## B. Cost Reimbursement

1. Reimbursement for services delivered under this Contract shall be on a cost-reimbursement basis. Reimbursement shall be provided for services provided pursuant to Exhibit B. The Agency shall submit, in a format prescribed by the County, an invoice detailing, on a monthly basis, all costs associated with the program based on Exhibit C.
2. Invoices must provide adequate back up documentation to support costs on each reimbursement request, to include:
  - a. Submission of the general ledger with transaction and expenditure dates on allowable activities within period of performance.
  - b. For rent assistance and flexible fund payments, backup documentation should include the client HMIS number to tie the transaction to the recipient.
3. Reimbursement will be made upon the receipt and approval of the invoice and reports required by Exhibit B submitted within ten (10) days after the end of the month in which expenses were incurred.
4. If expenditure reports are not submitted in a timely manner, the County may recapture unclaimed funds for re-allocation among other eligible agencies. If the Agency fails to file an expenditure report within any two-month period, the County may elect to terminate the Contract.

## C. Budget Revisions

1. The Agency may make limited changes to the approved budget that comply with the provisions for budget revisions in the Basic Terms and Conditions and the requirements of 2 CFR § 200.308. Certain types of post-award changes to the approved project budget will require the prior approval of Snohomish County, specifically:
  - a. Any revision proposed by the Agency for the reasons listed in 2 CFR § 200.308(c); and
  - b. Any revision meeting the requirements for prior approval in the Basic Terms and Conditions.
2. If a requested revision would result in a change to the approved project budget that requires prior Commerce approval, Snohomish County will obtain such approval before approving the request.

## D. State Prevailing Wage

The Agency shall ensure compliance with Chapter 39.12 RCW pertaining to payment of state prevailing wages on public works projects and with Chapter 49.28 RCW pertaining to an eight-hour work day for covered activities paid for with funds under this Contract.

## **XI. PROJECT REQUIREMENTS**

### **A. Nondiscrimination**

Supplemental to the requirements of the Basic Terms and Conditions, the Agency shall comply and require its subagencies performing work funding in whole or in part under this Contract to comply with applicable federal, State, and local nondiscrimination laws, regulations, and executive orders, including, but not limited to:

1. 24 CFR part 1 (Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development – Effectuation of Title VI of the Civil Rights Act of 1964), as amended, 24 CFR part 5 (General HUD Program Requirements; Waivers), as amended, and as further detailed in the HUD rule number RIN 2501-AD49, issued on February 3, 2012 (Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity), which, in part, requires the following:
  - a. Assistance provided by the Project shall be made available without regard to actual or perceived sexual orientation, gender identity, or marital status;
  - b. Inquiries as to sex are permitted only when determining eligibility for a temporary, emergency shelter that is limited to one (1) sex because it has shared sleeping rooms or bathrooms, or to determine the number of bedrooms to which a household may be entitled. Such inquiries are not permitted in any other homeless shelter or housing; and
  - c. Agencies are prohibited from inquiring into an applicant or participant's sexual orientation and gender identity for the purpose of determining eligibility or otherwise making housing available.
2. Fair Housing and Civil Rights

The Agency shall comply with fair housing and civil rights laws, regulations, and executive orders, including, but not limited to:

- a. Title VI of the Civil Rights Act of 1964, as amended (P.L. 88-352), and implementing regulations at 24 CFR part 1, as amended;

- b. Title VIII of Civil Rights Act of 1968 (P.L. 90-284), as amended, Section 104(b) of the Housing and Community Development Act of 1974, as amended, and 24 CFR § 576.407(b), which, in part, requires the Agency to implement the Project in a manner that affirmatively furthers fair housing. The Agency shall:
    - 1) Affirmatively market Project assistance to eligible persons in a manner that does not discriminate against persons on the basis of race, color, religion, sex, disability, familial status, or national origin;
    - 2) Provide all applicants and participants with information on rights and remedies available under applicable federal, State, and local fair housing and civil rights laws; and
    - 3) Take reasonable steps to ensure meaningful access to assistance provided by the Project for limited English proficiency (LEP) persons, consistent with Title VI and Executive Order 13166.
  - c. Section 109 of Title I of the Housing and Community Development Act of 1974 (42 U.S.C. §§ 5304(b) and 5309), as amended, and 24 CFR part 6 (Non-Discrimination in Programs and Activities Receiving Assistance Under Title I of the Housing and Community Development Act of 1974), as amended;
  - d. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and 24 CFR part 8, as amended;
  - e. The Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), as amended;
  - f. The Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), as amended; and
  - g. Executive Order No. 11063, as amended by Executive Order 12259, and 24 CFR part 107 (Equal Opportunity in Housing), as amended.
3. Affirmative Action and Equal Employment Opportunity

The Agency agrees that it will assist and cooperate actively with the County, HUD, and the Secretary of Labor in obtaining the compliance of the Agency and subagencies with the statutes and laws referred to in this Section and the rules, regulations, and relevant orders of the Secretary of Labor; that it will furnish the County, HUD, and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist the County, HUD, and the Department of Labor in the discharge of the Department of Labor's primary responsibility for securing



compliance. The Agency will also ensure the compliance of the Agency and subagencies with state requirements pertaining to equal opportunity.

The Agency shall comply with laws, regulations, and executive orders pertaining to nondiscrimination in employment and contracting opportunities, including, but not limited to:

- a. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. §§ 5304(b) and 5309) and 24 CFR part 6 (Non-Discrimination in Programs and Activities Receiving Assistance Under Title I of the Housing and Community Development Act of 1974), as amended;
- b. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and 24 CFR part 8, as amended;
- c. The Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), as amended;
- d. Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u), as amended, and implementing regulations at 24 CFR part 135, as amended. Failure to fulfill these requirements shall subject the County, the Agency and any of the Agency's subagencies, their successors and assigns, to those sanctions specified by the Contract through which federal assistance is provided;
- e. Snohomish County Section 3 Area. The County has identified its Section 3 area as that area within the corporate boundaries of Snohomish County. The term "low income" includes low-income unemployed residents of Snohomish County. The Agency will, to the greatest extent feasible, provide employment opportunities to those individuals;
- f. Executive Order No. 11246, as amended by Executive Order Nos. 11375, 11478, 12107 and 12086, Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), implementing regulations at 41 CFR part 60 (Regarding Non-Discrimination in Employment), as amended;
- g. Executive Order Nos. 11625, 12432 and 12138, and 2 CFR § 200.321. The Agency will take all necessary affirmative steps to assure that small businesses, minority business enterprises, and women's business enterprises are afforded the maximum practicable opportunity to participate in the performance of this Contract;

h. Chapter 39.80.040 RCW (Contracts for Architectural and Engineering Services – Participation by Minority and Women-Owned Firms), as amended; and

i. Discrimination prohibitions under Chapter 49.60 RCW, as amended.

4. Service and Assistance Animals

Persons with disabilities may request a reasonable accommodation for any assistance animal, including an emotional support animal, under both Title VI of the Civil Rights Act of 1964, as amended (P.L. 88-352), and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended.

B. Conflict of Interest

In all cases not governed by 2 CFR § 200.318 shall apply, including, but not limited to:

1. The Agency shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by federal funds;
2. No employee, officer or agent of the Agency shall participate in the selection, or in the award, or administration of, a contract supported by federal funds if a conflict of interest, real or apparent, would be involved; and
3. No covered persons who exercise or have exercised any functions or responsibilities with respect to EHF-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, subcontract, or agreement with respect to the EHF-assisted activity, or with respect to the proceeds from the EHF-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the County, the Agency, or any designated public agency.

In addition, the Agency agrees that it will incorporate the provisions in this Section and the conflict of interest provisions in the Basic Terms and Conditions into every subcontract required to be in writing and made pursuant to the Project assisted under this Contract.

C. Public Information

1. The Agency shall ensure recognition of the role of the County in providing services through this Contract. All activities and items utilized pursuant to this Contract shall be prominently labeled as to funding source.
2. The Agency agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Agency describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

“This project was supported by a grant awarded by US Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury. Grant funds are administered by the Coronavirus State Fiscal Recovery Fund through the Washington State Department of Commerce.”
3. The Agency will include a reference to the support provided herein in all publications made possible with funds available under this Contract.

## **XII. PROJECT MANAGEMENT**

### **A. Lead-Based Paint**

The Agency must comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§ 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, M, and R, which apply to activities under this Contract.

### **B. Housing Standards**

Permanent housing receiving funding under this Contract must meet the habitability standards in accordance with [Consolidated Homeless Grant \(CHG\)/System Demonstration Grant \(SDG\) guidelines](#).

### **C. Coordinated Entry System**

The Agency shall use the Coordinated Entry system established by the Everett/Snohomish County Continuum of Care as required by the Department of Housing and Urban Development (HUD) CoC Program Coordinated Entry Requirements and guidelines as described in the [Consolidated Homeless Grant \(CHG\)/System Demonstration Grant \(SDG\) guidelines](#).

Transitional Housing, Homelessness Prevention, Rapid Re-Housing, and Permanent Supportive Housing projects funded by EHF must participate in

Snohomish County's Coordinated Entry (CE) by accepting referrals and must fill openings exclusively through the CE process.

### **XIII. RECORDS**

#### **A. Records to Be Maintained**

The Agency shall maintain all records pertaining to the activities funded under this Contract and as further described in Exhibit B and shall furnish such records to the County, Commerce, or other authorized Federal officials, as requested. The Agency shall maintain records including, but not limited to:

1. Books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.
2. The above records and all other financial records, supporting documents, statistical records, and all other records pertinent to this Contract shall be retained for a period of six (6) years following the date of final payment or termination of this Contract. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times, to inspection, review or audit by Commerce, personnel duly authorized by Commerce, the Office of the State Auditor, and federal, state and county officials so authorized by law, regulation or agreement.

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

#### **B. Participant Information and Confidentiality**

The Agency understands that participant information collected under this Contract is private and the use or disclosure of such information, when not directly connected with the administration of the County's or Agency's responsibilities with respect to services provided under this Contract, may be prohibited by federal, State, and local laws regarding privacy and obligations of confidentiality, unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent or guardian.

### **XIV. PERFORMANCE REVIEW**

At a minimum, the County shall review quarterly the Agency's level of planned performance compared to actual performance as reported on monthly expenditure and reports as provided pursuant to Exhibit B of this Contract. If the Agency has

expenditure issues, or performance issues related to utilization or outcomes defined in Exhibit B, the County may reallocate those funds to other eligible program agencies. Any reduction will be based on actual performance. The level of funding reduction shall be negotiated between the Agency and the County, with the County retaining the authority to set the reduction level.

**XV. PROHIBITIONS**

Funds awarded under this Contract shall not supplant other existing funding sources. Funds awarded under this Contract shall not be used for:

- A. Activities not related to the EHF Program;
- B. Administrative expenses above the amount specified in Exhibit C; and
- C. Non-expendable equipment with a cost exceeding \$1,000.00 per item, without prior approval of the County.

**XVI. HOMELESS MANAGEMENT INFORMATION SYSTEM PARTICIPATION**

- A. The Agency shall participate in the Snohomish County Homeless Management Information System (“Snohomish County HMIS”) which is administered by the County’s Human Services Department. Snohomish County HMIS is an electronic database that collects data on homeless persons who receive coordinated entry, outreach, homeless prevention and intervention services, emergency shelter, transitional housing, supportive services not linked with housing, and permanent housing, including rapid rehousing, permanent supportive housing, and other permanent housing.
- B. Participation shall include the following:
  - 1. Technical set up;
  - 2. Staff training;
  - 3. Development of and adherence to an HMIS implementation schedule;
  - 4. Adherence to the requirements set forth in the Local HMIS Data Quality Plan, including timely data entry, internal monitoring of data quality, and timely correction of data;
  - 5. Adherence to the requirements set forth in the Snohomish County HMIS Policy and Procedures Manual; and

6. Adherence to the requirements set forth in the “Agency Partner Agreement” and “User Policy, Code of Ethics and Responsibility Statement” executed by the Agency and Agency’s staff.

## **XVII. PUBLICITY**

The Agency agrees not to publish or use any advertising or publicity materials in which the state of Washington or the County’s name is mentioned, or language used from which the connection with the state of Washington’s or the County’s name may reasonably be inferred or implied, without the prior written consent of the County.

## **XVIII. WRITTEN POLICIES AND PROCEDURES**

- A. Written policies and procedures consistent with federal and state regulations, as applicable, shall be kept on file in the office of the Agency and available for review.
- B. Such policies and procedures shall include, but not be limited to:
  1. Personnel and job descriptions;
  2. Organizational chart;
  3. Travel;
  4. Fiscal management;
  5. Location of handicap accessible facilities and services for homeless people with special needs; and
  6. Provision for bilingual public contact employees as appropriate.

## **XIX. DOCUMENTS ON FILE**

- A. Documents consistent with federal and state regulations, as applicable, shall be kept on file in the office of the Agency and made available for review by the County at reasonable times.
- B. Such documents shall include, but not be limited to:
  1. Articles of incorporation/Tribal charter;
  2. By-laws;
  3. IRS nonprofit status certification;

4. Current Agency audit;
5. Insurance and bonding policies required by the Contract; and
6. Contract Face Sheet.

## **XX. PERFORMANCE EVALUATION AND MONITORING**

The Agency agrees to participate with the County in any evaluation of the Project conducted by the County, Commerce, or HUD and to make available all information in its possession relevant to such evaluation. The County will monitor the performance of the Agency against the goals and performance standards set forth in this Contract. Remedies for substandard performance that is not corrected to the County's satisfaction may include Contract suspension or termination following the procedures described in the Basic Terms and Conditions Agreement.

## **XXI. TREATMENT OF CLIENTS**

The Agency shall not:

- A. Deny shelter to a homeless person or family because of inability to pay;
- B. Require participation in a religious service as a condition of receiving assistance; or
- C. Require residency in the designated service area as a requirement for a homeless person to receive services.

## **XXII. ENVIRONMENTAL TOBACCO SMOKE**

Smoking is not permitted in any portion of any indoor facility owned, leased, or contracted for by the Agency and used routinely for the provision of services to children under the age of 18.

## **XXIII. COORDINATION OF ACTIVITIES**

Activities shall be coordinated with similar and related programs administered by the federal government and the state of Washington, including but not limited to, Continuum of Care planning.

## **XXIV. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:

1. All material provided to the Agency by the County that is designated as “confidential” by the County;
  2. All material produced by the Agency that is designated as “confidential” by the County; and
  3. All personal information in the possession of the Agency that may not be disclosed under state or federal law. “Personal information” includes, but is not limited to, information related to a person’s name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver’s license number and other identifying numbers, and “Protected Health Information” under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B. The Agency shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Agency shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell, or disclose any Confidential Information to any third party except with the prior written consent of the County or as may be required by law. The Agency shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale, or disclosure of Confidential Information or violation of any state, or federal laws related thereto. Upon request, the Agency shall provide the County with its policies and procedures on confidentiality. The County may require changes to such policies and procedures as they apply to this Contract whenever the Agency reasonably determines that changes are necessary to prevent unauthorized disclosures. The Agency shall make the changes within the time period specified by the County. Upon request, the Agency shall immediately return to the County any Confidential Information that the County reasonably determines has not been adequately protected by the Agency against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Agency shall notify the County within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

## **XXV. AFTER-THE-AGREEMENT REQUIREMENTS**

The Agency’s obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the County), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Contract shall remain in effect during any period that the Agency has control over EHF



funds, including program income. The County will close-out the award when it determines, in its sole discretion, that all applicable administrative actions and all required work of the grant have been completed.

## **XXVI. CONFORMANCE**

If any provision of this Contract 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.

## **XXVII. TAXES**

All payments accrued on account of payroll taxes, unemployment contributions, the Agency's income or gross receipts, any other taxes, insurance, or expenses for the Agency or its staff shall be the sole responsibility of the Agency.

## **XXVIII. FRAUD AND OTHER LOSS REPORTING**

The Agency shall report in writing to the County all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable.

## **XXIX. SEAT BELT USE POLICIES AND PROGRAMS (APR 2005)**

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the contractor is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential Initiative. For information on how to implement such a program or for statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section of NHTSA's Web site at [www.nhtsa.dot.gov](http://www.nhtsa.dot.gov). Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in the Washington, DC metropolitan area, and dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to help with technical assistance, a simple, user friendly program kit, and an award for achieving the President's goal of 90 percent seat belt use. NETS can be contacted at 1-888-221-0045 or visit its Web site at [www.trafficsafety.org](http://www.trafficsafety.org).

## **XXX. ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUNE 2020)**

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), the Agency should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and the Agency should

establish workplace safety policies to decrease accidents caused by distracted drivers.

**EXHIBIT B**  
**STATEMENT OF WORK**  
**MOTEL VOUCHER**

**I. DESCRIPTION**

The HMIS Name and Project is XXXX XXXX. The Motel Voucher Program (the Project) is funded by the Emergency Housing Fund (EHF) Washington State Department of Commerce (Commerce) funding. In compliance with the terms of the Contract, the Agency shall perform the tasks and services and carry out the Project as further described as follows:

- A. The Agency shall provide Emergency Shelter, the primary purpose of which is to provide temporary shelter for those experiencing homelessness and which does not require participants to sign leases or occupancy agreements.
  
- B. The Project shall serve eligible participants only.
  - 1. Unsheltered Homeless:
    - (a) Living outside or in a place that is not designed for, or ordinarily used as a regular sleeping accommodation for human beings, including a vehicle, park, abandoned building, bus or train station, airport, or campground.
    - (b) Fleeing or attempting to flee violence: domestic violence, dating violence, sexual assault, stalking, human trafficking, or other dangerous or life-threatening conditions that relate to violence against the household member(s), including children, that have either taken place within the household's primary nighttime residence or has made the household member(s) afraid to return to their primary nighttime residence.
  - 2. Sheltered Homeless:
    - (a) Exiting a system of care or institution where they resided for 90 days or less AND who resided in an emergency shelter or place not meant for human habitation immediately before entering that system of care or institution.
    - (b) Residing in a trailer or recreational vehicle that is parked illegally or in a location that is not intended for long-term stays (i.e. parking lots).
  
- C. The Agency shall prioritize households who have a prior residence that is a place not meant for human habitation. Further, the Agency shall serve the target subpopulation of individuals.

- D. The combined household income must not exceed 80 percent of area median gross income as defined by HUD.
1. Income limits are based on Area Median Income (AMI) which can be located for each county at: [www.huduser.gov](http://www.huduser.gov) (Data Sets, Income Limits);
  2. Households are exempt from income eligibility requirements for the first 90 days of program participation;
  3. Income eligibility must be documented at least every three months; and
  4. If households are determined income ineligible, they may remain in the program for an additional three months. Case management may continue for an additional six months after the determination of income ineligibility to support the household transition to self-sufficiency.
- E. The Agency will ensure that all households served by the Project are enrolled in the Coordinated Entry (CE) System by:
1. Enrolling households directly into the CE System; or
  2. If the Agency does not have access to the CE System, referring households to North Sound 2-1-1 to enroll the household into the CE.
- F. The Agency shall follow a low-barrier approach and shall enroll all eligible Participants in the Project without preconditions or barriers to entry, including the provision of flexible intake schedules and minimal documentation requirements.
- G. The Agency shall not screen out Participants based on the following criteria:
1. Having too little or no income;
  2. Having poor credit or financial history;
  3. Having poor or lack of rental history;
  4. Having involvement with the criminal justice system;
  5. Having active or a history of alcohol and/or substance use;
  6. Having been impacted or affected by a crime;
  7. The type or extent of disability-related services or supports that are needed;
  8. Lacking ID or proof of U.S. Residency Status; or

9. Other behaviors that are perceived as indicating a lack of “housing readiness,” including resistance to receiving services
- H. The Agency may not establish eligibility requirements beyond those established by the Contract or applicable regulations, without prior written express approval from Snohomish County Human Services.
- I. The Agency will provide the following supportive services:
1. The Agency shall provide supportive services with the primary goal of quickly exiting to permanent housing.
  2. Agency staff will complete the Initial Housing Assessment with participants and develop an individualized housing stability plan with specific action steps designed to address rental barriers and assist in obtaining permanent housing as quickly as possible. If the household’s stay is longer than thirty (30) days, then the plan shall be reassessed and documented at least every thirty (30) days.
  3. The Agency shall make every effort to engage participants in supportive services. Supportive services shall emphasize participant choice and participation shall be entirely voluntary. Agency must not require supportive services as a condition for individuals and families experiencing homelessness to receive shelter, rental assistance, or other services provided with EHF funds.
- J. The Project will operate on a maximum ninety (90) day model. To the extent practicable, residents will be assisted in obtaining housing within thirty (30) days of entry into the emergency shelter. The shelter will strive to reduce the average length of stay. However, residents may stay longer in order to prevent returns to homelessness.
- K. The Agency shall ensure that Project units are of suitable dwelling size and meet Habitability Standards; an inspection of the facility must be conducted and documented at least once a year.
- L. The Agency shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§ 4851-4856), and implementing regulations at 24 CFR part 35, as applicable to the activities under this Contract.
- M. The Agency shall maintain participant files to document compliance with this Contract and applicable rules and regulations, including, but not limited to:
1. Documentation of Participant Eligibility and homelessness;

2. Case notes;
3. Participant file checklist;
4. HMIS Consent;
5. Housing Assessment and Housing Stability Plan;
6. Record of services provided and service referrals; and
7. If applicable and other information as needed to meet the requirements of Exhibit A.

**II. OUTPUTS AND OUTCOMES**

A. The output measure for the Project are as follows:

Measure	Description	Output
Utilization - Quarter	Total number of bed nights per quarter	Bed nights will be determined once Exhibit C has been completed.

B. The Agency shall make best efforts to meet or exceed the identified outcome(s) for the Project; these outcome(s) are aligned with the System Performance Benchmarks, as adopted by the Partnership to End Homelessness (PEH) Continuum of Care Board. The outcome measure(s) for the Project are as follows:

Measure	Description	Outcome
Length of Stay	Average number of days households remain in Emergency Shelter	Less than 90 days
Exits to Permanent	Percentage of households who exit to permanent housing	Greater than five percent (5%)

**III. REPORTS**

The Agency shall submit to the County such reports as the County requests pursuant to the requirements of federal, state, and/or local law, as applicable. At a minimum, the Agency shall submit, in a format prescribed by the County, the following reports:

REPORT	DUE DATE
--------	----------

Program Income	Monthly, with the reimbursement request, as described further in Exhibit A;
Housing Inventory Count (HIC)/ Annual Report	Annually, by the submission deadline established by the County;
Commerce Golden Report. Any data issue identified by the County, including but not limited to, participant enrollment and assessment data, performance outcomes, and financial data must be addressed by the Agency in accordance with the Snohomish County HMIS Policies and Procedures, as described further in Exhibit A	Annually, by the submission deadline established by the County; and
Quarterly Performance Report Review Form	Within 14 days after Agency receives each Quarterly Performance Report from the County.

**IV. ADDITIONAL REQUIREMENTS**

The Agency shall participate in the following activities:

- A. Everett/Snohomish County Continuum of Care (CoC) activities, including participation in planning activities, and the annual Point-In-Time (PIT) Count of individuals and families experiencing homelessness or who are at risk of homelessness. PIT participation includes the active recruitment of volunteers to conduct the PIT Count and submission of PIT project-specific data and information; and
- B. Training, as applicable; the Agency shall provide appropriate staff adequate training to address CPR and first aid, mental health, infectious disease prevention and mitigation, response to bloodborne pathogens, and other procedures or trainings that will support operations. Agency shall provide documentation of such training upon County request.

**EXHIBIT C**  
**CONTRACT BUDGET - COST REIMBURSEMENT**  
**Motel Vouchers**

**AGENCY NAME:** City of Marysville  
**CONTRACT PERIOD:** 7/1/2023 to 6/30/2024

**FUNDS AWARDED UNDER CONTRACT:**

REVENUE SOURCE	FUNDING PERIOD	AMOUNT	AMENDMENT	TOTAL AMOUNT
Com EHF	7/1/2023-6/30/2024	\$ 150,000		\$ 150,000
				-
				-
				-
				-
				-
TOTAL FUNDS AWARDED:		\$ 150,000	\$ -	\$ 150,000

**MATCHING RESOURCES:**

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TOTAL MATCHING RESOURCES: N/A

**MATCH REQUIREMENTS FOR CONTRACT:**    % N/A    AMOUNT: N/A

**OTHER PROGRAM RESOURCES (Identify):**

SOURCE	FUNDING PERIOD	AMOUNT
TOTAL OTHER RESOURCES:		\$ -





# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** September 25, 2023

**SUBMITTED BY:** CAO Gloria Hirashima, Executive

**ITEM TYPE:** Agreement

**AGENDA SECTION:** **New Business**

**SUBJECT:** Professional Services Agreement between the city of Marysville and Linc NW, authorizing Linc NW to administer funds to support an Emergency Housing Fund motel voucher program.

**SUGGESTED ACTION:** Recommended Motion: Authorize the Mayor to sign the professional services agreement with Linc NW to administer a motel voucher program consistent with Consolidated Homeless Grant (CHG)/System Demonstration (SDG) guidelines as described in the grant agreement with Snohomish County.

**SUMMARY:** The City of Marysville received a grant award of \$150,000 from Snohomish County. Funds will be utilized to provide a motel voucher program for residents of the city of Marysville. Linc NW would administer the funds for the City, working to place residents in local motel/hotels for emergency housing.

**ATTACHMENTS:**  
[County grant.pdf](#)  
[PSA\\_linc -- BLE update.pdf](#)

**EXHIBIT A**  
**SPECIFIC TERMS AND CONDITIONS**  
**MOTEL VOUCHER**

**I. INTRODUCTION**

The Emergency Housing Fund (EHF) grant is utilized to maintain current levels of homeless subsidies and emergency housing services.

Allowable activities and expenses follow the [Consolidated Homeless Grant \(CHG\)/System Demonstration Grant \(SDG\) guidelines](#). Allowable activities are restricted to “emergency housing” activities, to include: street outreach, diversion, emergency shelter including hotel/motel leasing, sanctioned encampments, transitional housing, rapid re-housing, housing search and placement, and housing stability case management.

**II. TERMS AND CONDITIONS**

This Agreement (hereinafter the “Contract”) is finance with funds received under American Rescue Plan Act of 2021, Coronavirus State Fiscal Recovery Fund, CFDA 21.027 and is made by and between the County and Agency, a nonprofit corporation incorporated under the laws of the State of Washington.

Agency agrees that the funds provided by the County under this Contract shall only be used for the purposes set forth in American Rescue Plan Act of 2021, Coronavirus State Fiscal Recovery Fund and Chapter RCW 43.185c Homeless Housing and Assistance authorizes these funds.

**III. APPLICABLE GUIDELINES, REGULATIONS AND LAWS**

The Agency shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and federal governments, as now or hereafter amended including, but not limited to the following **Washington State Laws and Regulations**:

- A. Affirmative action, RCW 41.06.020(1);
- B. Boards of directors or officers of non-profit corporations – Liability – Limitations, RCW 4.24.264;
- C. Disclosure – campaign finances-lobbying, Chapter 42.17A RCW;
- D. Discrimination – Human Rights Commission, Chapter 49.60.RCW;

- E. Ethics in public service, Chapter 42.52 RCW;
- F. Office of minority and women's business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC;
- G. Open public meetings act, Chapter 42.30 RCW;
- H. Public records act, Chapter 42.56 RCW; and
- I. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

#### **IV. CONTRACT MANAGEMENT**

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

#### **V. ORDER OF PRECEDENCE**

In the event that any provisions of the Contract, including all authorities incorporated by reference, are in conflict with one another, the provision which is the more encompassing and restrictive on the Agency's actions shall apply. In the event that equally restrictive provisions are in conflict with one another, the sources of the provisions shall govern their precedence. The order of precedence shall be first federal, then state, then local, and shall in all cases be ruled upon by the County.

#### **VI. SCOPE OF SERVICES**

- A. The Agency shall provide the services described in the Approved Statement of Work (hereinafter Exhibit B), pursuant to the provisions of this Contract.
- B. The Agency shall initiate criminal history background checks pursuant to RCW 43.43.830 and RCW 43.43.834 for all prospective employees and volunteers who may have unsupervised access to children under sixteen years of age, developmentally disabled persons of any age, or vulnerable adults.
- C. The Agency shall make a reasonable effort to secure the services of unpaid volunteers and other training or work program participants to supplement staff at no additional costs under this Contract.

#### **VII. FINANCIAL AWARD**

The Agency is hereby awarded, in the form of a subaward, the total sum indicated in the Approved Contract Budget (hereinafter Exhibit C), to provide part of the funding for the full undertaking and performance of the Project. It is expressly

agreed and understood that the total amount paid by the County under this Agreement shall not exceed the total subaward indicated in Exhibit C.

In the event funding from state sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, the County may amend the Contract amount to reflect any new funding limitations and conditions.

All funds shall be available only in strict accordance with the provisions of this Contract, the Basic Terms and Conditions referenced on the Contract face sheet, and other applicable federal, State, and local laws, regulations, and policies governing the funds provided in this Contract.

## **VIII. ALLOWABLE COSTS**

Costs allowable under this Contract are based on an approved budget up to the Contract Maximum. If provided for in Exhibit B and Exhibit C, allowable use of EHF Program funds shall include:

- A. Administration;
- B. Data Collection; and
- C. Program Operations.

## **IX. ANTICIPATORY COSTS**

Allowable costs under this Contract shall include costs incurred by the Agency during the Contract term set forth on the Contract Face Sheet or amended Contract Face Sheet, PROVIDED, that all costs shall not exceed the Contract Maximum, and PROVIDED, FURTHER, that no payments will be made before the Effective Date.

## **X. FISCAL MANAGEMENT**

### **A. Administrative Costs**

1. Administrative costs, whether direct or federally negotiated-indirect cost rate, that actually incurred to support operating activities funded under this Contract may be charged to this Contract up to the amount specified in Exhibit C.
2. Administrative services shared by other programs may be assigned to this Contract based on an allocation plan that reasonably reflects the administrative costs necessary to support services provided under each contract administered by the Agency.

## B. Cost Reimbursement

1. Reimbursement for services delivered under this Contract shall be on a cost-reimbursement basis. Reimbursement shall be provided for services provided pursuant to Exhibit B. The Agency shall submit, in a format prescribed by the County, an invoice detailing, on a monthly basis, all costs associated with the program based on Exhibit C.
2. Invoices must provide adequate back up documentation to support costs on each reimbursement request, to include:
  - a. Submission of the general ledger with transaction and expenditure dates on allowable activities within period of performance.
  - b. For rent assistance and flexible fund payments, backup documentation should include the client HMIS number to tie the transaction to the recipient.
3. Reimbursement will be made upon the receipt and approval of the invoice and reports required by Exhibit B submitted within ten (10) days after the end of the month in which expenses were incurred.
4. If expenditure reports are not submitted in a timely manner, the County may recapture unclaimed funds for re-allocation among other eligible agencies. If the Agency fails to file an expenditure report within any two-month period, the County may elect to terminate the Contract.

## C. Budget Revisions

1. The Agency may make limited changes to the approved budget that comply with the provisions for budget revisions in the Basic Terms and Conditions and the requirements of 2 CFR § 200.308. Certain types of post-award changes to the approved project budget will require the prior approval of Snohomish County, specifically:
  - a. Any revision proposed by the Agency for the reasons listed in 2 CFR § 200.308(c); and
  - b. Any revision meeting the requirements for prior approval in the Basic Terms and Conditions.
2. If a requested revision would result in a change to the approved project budget that requires prior Commerce approval, Snohomish County will obtain such approval before approving the request.

## D. State Prevailing Wage

The Agency shall ensure compliance with Chapter 39.12 RCW pertaining to payment of state prevailing wages on public works projects and with Chapter 49.28 RCW pertaining to an eight-hour work day for covered activities paid for with funds under this Contract.

## **XI. PROJECT REQUIREMENTS**

### **A. Nondiscrimination**

Supplemental to the requirements of the Basic Terms and Conditions, the Agency shall comply and require its subagencies performing work funding in whole or in part under this Contract to comply with applicable federal, State, and local nondiscrimination laws, regulations, and executive orders, including, but not limited to:

1. 24 CFR part 1 (Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development – Effectuation of Title VI of the Civil Rights Act of 1964), as amended, 24 CFR part 5 (General HUD Program Requirements; Waivers), as amended, and as further detailed in the HUD rule number RIN 2501-AD49, issued on February 3, 2012 (Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity), which, in part, requires the following:
  - a. Assistance provided by the Project shall be made available without regard to actual or perceived sexual orientation, gender identity, or marital status;
  - b. Inquiries as to sex are permitted only when determining eligibility for a temporary, emergency shelter that is limited to one (1) sex because it has shared sleeping rooms or bathrooms, or to determine the number of bedrooms to which a household may be entitled. Such inquiries are not permitted in any other homeless shelter or housing; and
  - c. Agencies are prohibited from inquiring into an applicant or participant's sexual orientation and gender identity for the purpose of determining eligibility or otherwise making housing available.
2. Fair Housing and Civil Rights

The Agency shall comply with fair housing and civil rights laws, regulations, and executive orders, including, but not limited to:

- a. Title VI of the Civil Rights Act of 1964, as amended (P.L. 88-352), and implementing regulations at 24 CFR part 1, as amended;

- b. Title VIII of Civil Rights Act of 1968 (P.L. 90-284), as amended, Section 104(b) of the Housing and Community Development Act of 1974, as amended, and 24 CFR § 576.407(b), which, in part, requires the Agency to implement the Project in a manner that affirmatively furthers fair housing. The Agency shall:
    - 1) Affirmatively market Project assistance to eligible persons in a manner that does not discriminate against persons on the basis of race, color, religion, sex, disability, familial status, or national origin;
    - 2) Provide all applicants and participants with information on rights and remedies available under applicable federal, State, and local fair housing and civil rights laws; and
    - 3) Take reasonable steps to ensure meaningful access to assistance provided by the Project for limited English proficiency (LEP) persons, consistent with Title VI and Executive Order 13166.
  - c. Section 109 of Title I of the Housing and Community Development Act of 1974 (42 U.S.C. §§ 5304(b) and 5309), as amended, and 24 CFR part 6 (Non-Discrimination in Programs and Activities Receiving Assistance Under Title I of the Housing and Community Development Act of 1974), as amended;
  - d. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and 24 CFR part 8, as amended;
  - e. The Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), as amended;
  - f. The Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), as amended; and
  - g. Executive Order No. 11063, as amended by Executive Order 12259, and 24 CFR part 107 (Equal Opportunity in Housing), as amended.
3. Affirmative Action and Equal Employment Opportunity

The Agency agrees that it will assist and cooperate actively with the County, HUD, and the Secretary of Labor in obtaining the compliance of the Agency and subagencies with the statutes and laws referred to in this Section and the rules, regulations, and relevant orders of the Secretary of Labor; that it will furnish the County, HUD, and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist the County, HUD, and the Department of Labor in the discharge of the Department of Labor's primary responsibility for securing

compliance. The Agency will also ensure the compliance of the Agency and subagencies with state requirements pertaining to equal opportunity.

The Agency shall comply with laws, regulations, and executive orders pertaining to nondiscrimination in employment and contracting opportunities, including, but not limited to:

- a. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. §§ 5304(b) and 5309) and 24 CFR part 6 (Non-Discrimination in Programs and Activities Receiving Assistance Under Title I of the Housing and Community Development Act of 1974), as amended;
- b. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and 24 CFR part 8, as amended;
- c. The Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), as amended;
- d. Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u), as amended, and implementing regulations at 24 CFR part 135, as amended. Failure to fulfill these requirements shall subject the County, the Agency and any of the Agency's subagencies, their successors and assigns, to those sanctions specified by the Contract through which federal assistance is provided;
- e. Snohomish County Section 3 Area. The County has identified its Section 3 area as that area within the corporate boundaries of Snohomish County. The term "low income" includes low-income unemployed residents of Snohomish County. The Agency will, to the greatest extent feasible, provide employment opportunities to those individuals;
- f. Executive Order No. 11246, as amended by Executive Order Nos. 11375, 11478, 12107 and 12086, Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), implementing regulations at 41 CFR part 60 (Regarding Non-Discrimination in Employment), as amended;
- g. Executive Order Nos. 11625, 12432 and 12138, and 2 CFR § 200.321. The Agency will take all necessary affirmative steps to assure that small businesses, minority business enterprises, and women's business enterprises are afforded the maximum practicable opportunity to participate in the performance of this Contract;



- h. Chapter 39.80.040 RCW (Contracts for Architectural and Engineering Services – Participation by Minority and Women-Owned Firms), as amended; and
- i. Discrimination prohibitions under Chapter 49.60 RCW, as amended.

4. Service and Assistance Animals

Persons with disabilities may request a reasonable accommodation for any assistance animal, including an emotional support animal, under both Title VI of the Civil Rights Act of 1964, as amended (P.L. 88-352), and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended.

B. Conflict of Interest

In all cases not governed by 2 CFR § 200.318 shall apply, including, but not limited to:

1. The Agency shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by federal funds;
2. No employee, officer or agent of the Agency shall participate in the selection, or in the award, or administration of, a contract supported by federal funds if a conflict of interest, real or apparent, would be involved; and
3. No covered persons who exercise or have exercised any functions or responsibilities with respect to EHF-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, subcontract, or agreement with respect to the EHF-assisted activity, or with respect to the proceeds from the EHF-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the County, the Agency, or any designated public agency.

In addition, the Agency agrees that it will incorporate the provisions in this Section and the conflict of interest provisions in the Basic Terms and Conditions into every subcontract required to be in writing and made pursuant to the Project assisted under this Contract.

C. Public Information

1. The Agency shall ensure recognition of the role of the County in providing services through this Contract. All activities and items utilized pursuant to this Contract shall be prominently labeled as to funding source.
2. The Agency agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Agency describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

“This project was supported by a grant awarded by US Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury. Grant funds are administered by the Coronavirus State Fiscal Recovery Fund through the Washington State Department of Commerce.”
3. The Agency will include a reference to the support provided herein in all publications made possible with funds available under this Contract.

## **XII. PROJECT MANAGEMENT**

### **A. Lead-Based Paint**

The Agency must comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§ 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, M, and R, which apply to activities under this Contract.

### **B. Housing Standards**

Permanent housing receiving funding under this Contract must meet the habitability standards in accordance with [Consolidated Homeless Grant \(CHG\)/System Demonstration Grant \(SDG\) guidelines](#).

### **C. Coordinated Entry System**

The Agency shall use the Coordinated Entry system established by the Everett/Snohomish County Continuum of Care as required by the Department of Housing and Urban Development (HUD) CoC Program Coordinated Entry Requirements and guidelines as described in the [Consolidated Homeless Grant \(CHG\)/System Demonstration Grant \(SDG\) guidelines](#).

Transitional Housing, Homelessness Prevention, Rapid Re-Housing, and Permanent Supportive Housing projects funded by EHF must participate in

Snohomish County's Coordinated Entry (CE) by accepting referrals and must fill openings exclusively through the CE process.

### **XIII. RECORDS**

#### **A. Records to Be Maintained**

The Agency shall maintain all records pertaining to the activities funded under this Contract and as further described in Exhibit B and shall furnish such records to the County, Commerce, or other authorized Federal officials, as requested. The Agency shall maintain records including, but not limited to:

1. Books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.
2. The above records and all other financial records, supporting documents, statistical records, and all other records pertinent to this Contract shall be retained for a period of six (6) years following the date of final payment or termination of this Contract. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times, to inspection, review or audit by Commerce, personnel duly authorized by Commerce, the Office of the State Auditor, and federal, state and county officials so authorized by law, regulation or agreement.

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

#### **B. Participant Information and Confidentiality**

The Agency understands that participant information collected under this Contract is private and the use or disclosure of such information, when not directly connected with the administration of the County's or Agency's responsibilities with respect to services provided under this Contract, may be prohibited by federal, State, and local laws regarding privacy and obligations of confidentiality, unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent or guardian.

### **XIV. PERFORMANCE REVIEW**

At a minimum, the County shall review quarterly the Agency's level of planned performance compared to actual performance as reported on monthly expenditure and reports as provided pursuant to Exhibit B of this Contract. If the Agency has

expenditure issues, or performance issues related to utilization or outcomes defined in Exhibit B, the County may reallocate those funds to other eligible program agencies. Any reduction will be based on actual performance. The level of funding reduction shall be negotiated between the Agency and the County, with the County retaining the authority to set the reduction level.

**XV. PROHIBITIONS**

Funds awarded under this Contract shall not supplant other existing funding sources. Funds awarded under this Contract shall not be used for:

- A. Activities not related to the EHF Program;
- B. Administrative expenses above the amount specified in Exhibit C; and
- C. Non-expendable equipment with a cost exceeding \$1,000.00 per item, without prior approval of the County.

**XVI. HOMELESS MANAGEMENT INFORMATION SYSTEM PARTICIPATION**

- A. The Agency shall participate in the Snohomish County Homeless Management Information System (“Snohomish County HMIS”) which is administered by the County’s Human Services Department. Snohomish County HMIS is an electronic database that collects data on homeless persons who receive coordinated entry, outreach, homeless prevention and intervention services, emergency shelter, transitional housing, supportive services not linked with housing, and permanent housing, including rapid rehousing, permanent supportive housing, and other permanent housing.
- B. Participation shall include the following:
  - 1. Technical set up;
  - 2. Staff training;
  - 3. Development of and adherence to an HMIS implementation schedule;
  - 4. Adherence to the requirements set forth in the Local HMIS Data Quality Plan, including timely data entry, internal monitoring of data quality, and timely correction of data;
  - 5. Adherence to the requirements set forth in the Snohomish County HMIS Policy and Procedures Manual; and

6. Adherence to the requirements set forth in the “Agency Partner Agreement” and “User Policy, Code of Ethics and Responsibility Statement” executed by the Agency and Agency’s staff.

## **XVII. PUBLICITY**

The Agency agrees not to publish or use any advertising or publicity materials in which the state of Washington or the County’s name is mentioned, or language used from which the connection with the state of Washington’s or the County’s name may reasonably be inferred or implied, without the prior written consent of the County.

## **XVIII. WRITTEN POLICIES AND PROCEDURES**

- A. Written policies and procedures consistent with federal and state regulations, as applicable, shall be kept on file in the office of the Agency and available for review.
- B. Such policies and procedures shall include, but not be limited to:
  1. Personnel and job descriptions;
  2. Organizational chart;
  3. Travel;
  4. Fiscal management;
  5. Location of handicap accessible facilities and services for homeless people with special needs; and
  6. Provision for bilingual public contact employees as appropriate.

## **XIX. DOCUMENTS ON FILE**

- A. Documents consistent with federal and state regulations, as applicable, shall be kept on file in the office of the Agency and made available for review by the County at reasonable times.
- B. Such documents shall include, but not be limited to:
  1. Articles of incorporation/Tribal charter;
  2. By-laws;
  3. IRS nonprofit status certification;

4. Current Agency audit;
5. Insurance and bonding policies required by the Contract; and
6. Contract Face Sheet.

## **XX. PERFORMANCE EVALUATION AND MONITORING**

The Agency agrees to participate with the County in any evaluation of the Project conducted by the County, Commerce, or HUD and to make available all information in its possession relevant to such evaluation. The County will monitor the performance of the Agency against the goals and performance standards set forth in this Contract. Remedies for substandard performance that is not corrected to the County's satisfaction may include Contract suspension or termination following the procedures described in the Basic Terms and Conditions Agreement.

## **XXI. TREATMENT OF CLIENTS**

The Agency shall not:

- A. Deny shelter to a homeless person or family because of inability to pay;
- B. Require participation in a religious service as a condition of receiving assistance; or
- C. Require residency in the designated service area as a requirement for a homeless person to receive services.

## **XXII. ENVIRONMENTAL TOBACCO SMOKE**

Smoking is not permitted in any portion of any indoor facility owned, leased, or contracted for by the Agency and used routinely for the provision of services to children under the age of 18.

## **XXIII. COORDINATION OF ACTIVITIES**

Activities shall be coordinated with similar and related programs administered by the federal government and the state of Washington, including but not limited to, Continuum of Care planning.

## **XXIV. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:

1. All material provided to the Agency by the County that is designated as “confidential” by the County;
  2. All material produced by the Agency that is designated as “confidential” by the County; and
  3. All personal information in the possession of the Agency that may not be disclosed under state or federal law. “Personal information” includes, but is not limited to, information related to a person’s name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver’s license number and other identifying numbers, and “Protected Health Information” under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B. The Agency shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Agency shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell, or disclose any Confidential Information to any third party except with the prior written consent of the County or as may be required by law. The Agency shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale, or disclosure of Confidential Information or violation of any state, or federal laws related thereto. Upon request, the Agency shall provide the County with its policies and procedures on confidentiality. The County may require changes to such policies and procedures as they apply to this Contract whenever the Agency reasonably determines that changes are necessary to prevent unauthorized disclosures. The Agency shall make the changes within the time period specified by the County. Upon request, the Agency shall immediately return to the County any Confidential Information that the County reasonably determines has not been adequately protected by the Agency against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Agency shall notify the County within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

## **XXV. AFTER-THE-AGREEMENT REQUIREMENTS**

The Agency’s obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the County), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Contract shall remain in effect during any period that the Agency has control over EHF

funds, including program income. The County will close-out the award when it determines, in its sole discretion, that all applicable administrative actions and all required work of the grant have been completed.

## **XXVI. CONFORMANCE**

If any provision of this Contract 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.

## **XXVII. TAXES**

All payments accrued on account of payroll taxes, unemployment contributions, the Agency's income or gross receipts, any other taxes, insurance, or expenses for the Agency or its staff shall be the sole responsibility of the Agency.

## **XXVIII. FRAUD AND OTHER LOSS REPORTING**

The Agency shall report in writing to the County all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable.

## **XXIX. SEAT BELT USE POLICIES AND PROGRAMS (APR 2005)**

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the contractor is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential Initiative. For information on how to implement such a program or for statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section of NHTSA's Web site at [www.nhtsa.dot.gov](http://www.nhtsa.dot.gov). Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in the Washington, DC metropolitan area, and dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to help with technical assistance, a simple, user friendly program kit, and an award for achieving the President's goal of 90 percent seat belt use. NETS can be contacted at 1-888-221-0045 or visit its Web site at [www.trafficsafety.org](http://www.trafficsafety.org).

## **XXX. ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUNE 2020)**

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), the Agency should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and the Agency should



establish workplace safety policies to decrease accidents caused by distracted drivers.

## EXHIBIT B

### STATEMENT OF WORK

#### MOTEL VOUCHER

##### I. DESCRIPTION

The HMIS Name and Project is XXXX XXXX. The Motel Voucher Program (the Project) is funded by the Emergency Housing Fund (EHF) Washington State Department of Commerce (Commerce) funding. In compliance with the terms of the Contract, the Agency shall perform the tasks and services and carry out the Project as further described as follows:

- A. The Agency shall provide Emergency Shelter, the primary purpose of which is to provide temporary shelter for those experiencing homelessness and which does not require participants to sign leases or occupancy agreements.
- B. The Project shall serve eligible participants only.
  - 1. Unsheltered Homeless:
    - (a) Living outside or in a place that is not designed for, or ordinarily used as a regular sleeping accommodation for human beings, including a vehicle, park, abandoned building, bus or train station, airport, or campground.
    - (b) Fleeing or attempting to flee violence: domestic violence, dating violence, sexual assault, stalking, human trafficking, or other dangerous or life-threatening conditions that relate to violence against the household member(s), including children, that have either taken place within the household's primary nighttime residence or has made the household member(s) afraid to return to their primary nighttime residence.
  - 2. Sheltered Homeless:
    - (a) Exiting a system of care or institution where they resided for 90 days or less AND who resided in an emergency shelter or place not meant for human habitation immediately before entering that system of care or institution.
    - (b) Residing in a trailer or recreational vehicle that is parked illegally or in a location that is not intended for long-term stays (i.e. parking lots).
- C. The Agency shall prioritize households who have a prior residence that is a place not meant for human habitation. Further, the Agency shall serve the target subpopulation of individuals.

- D. The combined household income must not exceed 80 percent of area median gross income as defined by HUD.
1. Income limits are based on Area Median Income (AMI) which can be located for each county at: [www.huduser.gov](http://www.huduser.gov) (Data Sets, Income Limits);
  2. Households are exempt from income eligibility requirements for the first 90 days of program participation;
  3. Income eligibility must be documented at least every three months; and
  4. If households are determined income ineligible, they may remain in the program for an additional three months. Case management may continue for an additional six months after the determination of income ineligibility to support the household transition to self-sufficiency.
- E. The Agency will ensure that all households served by the Project are enrolled in the Coordinated Entry (CE) System by:
1. Enrolling households directly into the CE System; or
  2. If the Agency does not have access to the CE System, referring households to North Sound 2-1-1 to enroll the household into the CE.
- F. The Agency shall follow a low-barrier approach and shall enroll all eligible Participants in the Project without preconditions or barriers to entry, including the provision of flexible intake schedules and minimal documentation requirements.
- G. The Agency shall not screen out Participants based on the following criteria:
1. Having too little or no income;
  2. Having poor credit or financial history;
  3. Having poor or lack of rental history;
  4. Having involvement with the criminal justice system;
  5. Having active or a history of alcohol and/or substance use;
  6. Having been impacted or affected by a crime;
  7. The type or extent of disability-related services or supports that are needed;
  8. Lacking ID or proof of U.S. Residency Status; or

9. Other behaviors that are perceived as indicating a lack of “housing readiness,” including resistance to receiving services
- H. The Agency may not establish eligibility requirements beyond those established by the Contract or applicable regulations, without prior written express approval from Snohomish County Human Services.
- I. The Agency will provide the following supportive services:
1. The Agency shall provide supportive services with the primary goal of quickly exiting to permanent housing.
  2. Agency staff will complete the Initial Housing Assessment with participants and develop an individualized housing stability plan with specific action steps designed to address rental barriers and assist in obtaining permanent housing as quickly as possible. If the household’s stay is longer than thirty (30) days, then the plan shall be reassessed and documented at least every thirty (30) days.
  3. The Agency shall make every effort to engage participants in supportive services. Supportive services shall emphasize participant choice and participation shall be entirely voluntary. Agency must not require supportive services as a condition for individuals and families experiencing homelessness to receive shelter, rental assistance, or other services provided with EHF funds.
- J. The Project will operate on a maximum ninety (90) day model. To the extent practicable, residents will be assisted in obtaining housing within thirty (30) days of entry into the emergency shelter. The shelter will strive to reduce the average length of stay. However, residents may stay longer in order to prevent returns to homelessness.
- K. The Agency shall ensure that Project units are of suitable dwelling size and meet Habitability Standards; an inspection of the facility must be conducted and documented at least once a year.
- L. The Agency shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§ 4851-4856), and implementing regulations at 24 CFR part 35, as applicable to the activities under this Contract.
- M. The Agency shall maintain participant files to document compliance with this Contract and applicable rules and regulations, including, but not limited to:
1. Documentation of Participant Eligibility and homelessness;

2. Case notes;
3. Participant file checklist;
4. HMIS Consent;
5. Housing Assessment and Housing Stability Plan;
6. Record of services provided and service referrals; and
7. If applicable and other information as needed to meet the requirements of Exhibit A.

**II. OUTPUTS AND OUTCOMES**

A. The output measure for the Project are as follows:

Measure	Description	Output
Utilization - Quarter	Total number of bed nights per quarter	Bed nights will be determined once Exhibit C has been completed.

B. The Agency shall make best efforts to meet or exceed the identified outcome(s) for the Project; these outcome(s) are aligned with the System Performance Benchmarks, as adopted by the Partnership to End Homelessness (PEH) Continuum of Care Board. The outcome measure(s) for the Project are as follows:

Measure	Description	Outcome
Length of Stay	Average number of days households remain in Emergency Shelter	Less than 90 days
Exits to Permanent	Percentage of households who exit to permanent housing	Greater than five percent (5%)

**III. REPORTS**

The Agency shall submit to the County such reports as the County requests pursuant to the requirements of federal, state, and/or local law, as applicable. At a minimum, the Agency shall submit, in a format prescribed by the County, the following reports:

REPORT	DUE DATE
--------	----------

Program Income	Monthly, with the reimbursement request, as described further in Exhibit A;
Housing Inventory Count (HIC)/ Annual Report	Annually, by the submission deadline established by the County;
Commerce Golden Report. Any data issue identified by the County, including but not limited to, participant enrollment and assessment data, performance outcomes, and financial data must be addressed by the Agency in accordance with the Snohomish County HMIS Policies and Procedures, as described further in Exhibit A	Annually, by the submission deadline established by the County; and
Quarterly Performance Report Review Form	Within 14 days after Agency receives each Quarterly Performance Report from the County.

**IV. ADDITIONAL REQUIREMENTS**

The Agency shall participate in the following activities:

- A. Everett/Snohomish County Continuum of Care (CoC) activities, including participation in planning activities, and the annual Point-In-Time (PIT) Count of individuals and families experiencing homelessness or who are at risk of homelessness. PIT participation includes the active recruitment of volunteers to conduct the PIT Count and submission of PIT project-specific data and information; and
- B. Training, as applicable; the Agency shall provide appropriate staff adequate training to address CPR and first aid, mental health, infectious disease prevention and mitigation, response to bloodborne pathogens, and other procedures or trainings that will support operations. Agency shall provide documentation of such training upon County request.

**EXHIBIT C**  
**CONTRACT BUDGET - COST REIMBURSEMENT**  
**Motel Vouchers**

**AGENCY NAME:** City of Marysville  
**CONTRACT PERIOD:** 7/1/2023 to 6/30/2024

**FUNDS AWARDED UNDER CONTRACT:**

REVENUE SOURCE	FUNDING PERIOD	AMOUNT	AMENDMENT	TOTAL AMOUNT
Com EHF	7/1/2023-6/30/2024	\$ 150,000		\$ 150,000
				-
				-
				-
				-
				-
TOTAL FUNDS AWARDED:		\$ 150,000	\$ -	\$ 150,000

**MATCHING RESOURCES:**

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TOTAL MATCHING RESOURCES: N/A

**MATCH REQUIREMENTS FOR CONTRACT:** % N/A AMOUNT: N/A

**OTHER PROGRAM RESOURCES (Identify):**

SOURCE	FUNDING PERIOD	AMOUNT
TOTAL OTHER RESOURCES:		\$ -

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF MARYSVILLE  
AND LINC NW**

**THIS AGREEMENT** (“Agreement”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (“City”), and LINC NW, a nonprofit organization, 501(c)3, organized under the laws of the state of Washington, located and doing business at P.O. Box 70, North Lakewood, WA 98259 (“Consultant”).

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

**1. SCOPE OF SERVICES.** The Consultant shall provide the work and services described in the attached **EXHIBIT A**, incorporated herein by this reference (the “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.

**2. TERM.** The term of this Agreement shall commence on \_\_\_October 1, 2023\_\_\_\_\_ and shall terminate at midnight on \_\_\_September 30, 2024\_\_\_\_\_. The parties may extend the term of this Agreement by executing a written supplemental amendment.

**3. COMPENSATION.** The Consultant shall be paid by the City for Services rendered under this Agreement as described in **EXHIBIT A** and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed **One hundred and fifty thousand dollars (\$150,000)** within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City. Such payment shall be full compensation for the Services and for all labor, materials, supplies, equipment, incidentals, and any other expenses necessary for completion.

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

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

**4. CONSULTANT’S OBLIGATIONS.**

**4.1 MINOR CHANGES IN SCOPE.** The Consultant agrees to accept minor changes,



amendments, or revisions to the scope of the Services, as may be required by the City, when such changes, amendments, or revisions will not have any impact on the cost of the Services or the proposed delivery schedule.

**4.2 ADDITIONAL WORK.** The City may desire to have the Consultant perform additional work or services which are not identified in the scope of the Services. If the parties agree to the performance of additional work or services, the parties will execute a written supplemental amendment detailing the additional work or services and compensation therefore. In no event will the Consultant be compensated for preparing proposals for additional work or services. In no event shall the Consultant begin work contemplated under a supplemental amendment until the supplemental amendment is fully executed by the parties.

**4.3 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 Services 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 Services, the work product, and all documents produced under this Agreement, even though the Services have been accepted by the City.

In the event that the Consultant defaults on this Agreement or in the event that this Agreement is terminated prior to the completion of the Services or the time for completion, all work product and all documents and other materials produced under this Agreement, along with a summary of work as of the date of default or termination, shall become the property of the City. The summary of Services provided shall be prepared at no additional cost to the City. Upon request, the Consultant shall tender the work product, all documents, and the summary to the City within five (5) business days. Tender of said work product shall be a prerequisite to final payment under this Agreement.

The Consultant will not be held liable for reuse of work product or documents produced under this Agreement or modification of the work product or documents for any purpose other than those identified in this Agreement without the written authorization of the Consultant.

**4.4 PUBLIC RECORDS ACT.** Consultant acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the “PRA”). All records owned, used, or retained by the City are public records subject to disclosure unless exempt under the PRA, whether or not the records are in the possession or control of the City or Consultant. All exemptions to the PRA are narrowly construed.

a. **Confidential Information.** Any records provided to the City by the Consultant which contain information that the Consultant in good faith believes is not subject to disclosure under the PRA shall be marked “Confidential” and shall identify the specific information that the Consultant in good faith believes is not subject to disclosure under the PRA and a citation to the statutory basis for non-disclosure.

b. **Responding to Public Records Requests.** The City shall exercise its sole legal judgment in responding to public records requests.

- (1) The City may rely upon the lack of notification from the Consultant in releasing any records that are not marked “Confidential.”
- (2) If records identified as “Confidential” by the Consultant are responsive to a PRA request, the City will seek to provide notice to Consultant at least ten (10) business days before the date on which the City anticipates releasing records. The City is under no obligation to assert any applicable exemption on behalf of the Consultant. The Consultant may seek, at its sole cost, an injunction preventing the release of information which it believes is protected. In no event will the City have any liability to Consultant for any failure of the City to provide notice prior to release.
- (3) If the City, in its sole legal judgment, believes that the Consultant possesses records that (1) are responsive to a PRA request and (2) were used by the City, the City will request the records from the Consultant. The Consultant will, within ten (10) business days:
  - i. Provide the records to the City in the manner requested by the City;
  - ii. Obtain a court injunction, in a lawsuit involving the requester, covering all, or any confidential portion of, the records and provide any records not subject to the court injunction; or
  - iii. Provide an affidavit, in a form acceptable to the City Attorney, specifying that the Consultant has made a diligent search and did not locate any requested documents.

c. **Indemnification.** In addition to its other indemnification and defense obligations under this Agreement, the Consultant shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorneys fees and litigation expenses), suits, judgments, or damages (collectively “Damages”) arising from or relating to any request for records related to this Agreement, to the extent such Damages are caused by action or inaction of the Consultant. This indemnification and defense obligation shall survive the expiration or termination of this Agreement.

**4.5 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.

#### 4.6 INDEMNITY.

a. **Indemnification and Hold Harmless.** The 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 4.6 shall survive the expiration or termination of this Agreement.

d. The Consultant hereby knowingly, intentionally, and voluntarily waives the immunity of the Industrial Insurance Act, Title 51 RCW, solely for the purposes of the indemnity contained in subpart "a" of this Section 4.6. This waiver has been mutually negotiated by the parties.

\_\_\_\_\_ (City Initials)                      \_\_\_\_\_ (Contractor Initials)

#### 4.7 INSURANCE.

a. **Insurance Term.** 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 Services hereunder by the Consultant, its agents, representatives, or employees.

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

c. **Minimum Scope of Insurance.** Consultant shall obtain insurance of the types and coverage 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.
- (2) Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the Services performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
- (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.

d. **Minimum Amounts of Insurance.** Consultant shall maintain the following insurance limits:

- (1) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- (2) Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- (3) Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

e. **Other Insurance Provision.** The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

f. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

g. **Verification of Coverage.** The 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 Services.

h. **Notice of Cancellation.** The Consultant shall provide the City with written notice of any policy cancellation within two business days of the Consultant's receipt of such notice.

i. **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 (5) business days notice to the Consultant to correct the breach, immediately terminate the Agreement 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.

j. **Insurance to be Occurrence 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. Professional liability insurance may be written on a "Claims-made" basis if it is maintained for a period of three (3) years following completion of the services.

k. **City Full Availability of Consultant Limits.** If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

**4.8 LEGAL RELATIONS.** The Consultant shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the Services to be performed under this Agreement. The Consultant represents that it and all employees assigned to perform any of the Services under this Agreement are in full compliance with the statutes of the State of Washington governing the Services and that all personnel to be assigned to the Services are fully qualified and properly licensed to perform the work to which they will be assigned.

**4.9 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 the Consultant's status as an independent contractor in the performance of the 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 not make

a claim of City employment and shall not 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 to the Services that the Consultant performs under this Agreement.

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

#### **4.10 EMPLOYMENT.**

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

b. Any and all employees of the Consultant, while performing any Services under this Agreement, shall be considered employees of the Consultant only and not of the City. The Consultant shall be solely liable for: (1) and any and all claims that may or might arise under the Workman’s Compensation Act, Title 51 RCW, on behalf of any said employees while performing any Services under this Agreement, and (2) 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 performing any Services under this Agreement.

c. The Consultant represents, unless otherwise indicated below, that all employees of the Consultant that will perform any Services under this Agreement have never 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 use initials to indicate No or Yes below.)*

\_\_\_\_\_ No, employees performing the Services have never been retired from a Washington state retirement system.

\_\_\_\_\_ Yes, employees performing the Services have been retired from a Washington state retirement system.

In the event the Consultant checks “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, the Consultant hereby agrees to save, indemnify, defend and hold the City harmless from and against all expenses and costs, including reasonable attorney 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 the Consultant checks “yes” and affirms that an employee providing work has ever retired from a Washington State retirement system, every said employee shall be identified by the Consultant and such retirees shall provide the City with all information required by the City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

**4.11 NONASSIGNABLE.** Except as provided in **EXHIBIT B**, the Services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

**4.12 SUBCONTRACTORS AND SUBCONSULTANTS.**

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

b. The Consultant must verify that any subcontractors or subconsultants the Consultant directly hires meet the responsibility criteria for the Services. Verification that a subcontractor or subconsultant has proper license and bonding, if required by statute, must be included in the verification process. If the parties anticipate the use of subcontractors or subconsultants, the subcontractors or subconsultants are set forth in **EXHIBIT B**.

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

d. All subcontractors or subconsultants shall have the same insurance coverage and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

**4.13 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 when a conflict or potential conflict of interest exists. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

**4.14 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 the Services provided to the City.

**4.15 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION.** The Consultant agrees to comply with equal opportunity employment and not to discriminate against any 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; or rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth its nondiscrimination obligations. 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.

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

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

**6. GENERAL TERMS.**

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

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

**CITY OF MARYSVILLE**  
Chief Administrative Officer  
501 Delta Avenue  
Marysville, WA 98270



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

**RYAN BROWN, PRESIDENT AND CEO**

LINC NW

PO Box 70

North Lakewood, WA 98259

**6.2 TERMINATION.** The City may terminate this Agreement in whole or in part at any time by sending written notice to the Consultant. As per Section 6.1, the Consultant is deemed to have received the termination notice three (3) calendar days after deposit of the termination notice in the U.S. mail with proper postage and address. The termination notice is deemed effective seven (7) calendar days after it is deemed received by the Consultant.

If this Agreement is terminated by the City for its convenience, the City shall pay the Consultant for satisfactory Services performed through the date on which the termination is deemed effective in accordance with payment provisions of Section 3, unless otherwise specified in the termination notice. If the termination notice provides that the Consultant will not be compensated for Services performed after the termination notice is received, the City will have the discretion to reject payment for any Services performed after the date the termination notice is deemed received.

**6.3 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.

**6.4 EXTENT OF AGREEMENT/MODIFICATION.** This Agreement, together with exhibits, attachments, and 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 a written supplemental amendment properly signed by both parties.

**6.5 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 parts, terms, or 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 part, term, or provision held to be invalid.

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

**6.6 NONWAIVER.** A waiver by either party of a breach by the other party 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.

**6.7 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.

**6.8 GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

**6.9 VENUE.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

**6.10 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.

**6.11 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 herein.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CITY OF MARYSVILLE

By \_\_\_\_\_  
Jon Nehring, Mayor

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CONSULTANT

By \_\_\_\_\_  
LINC NW \_\_\_\_\_ (Name)  
Its: \_\_\_ President/CEO \_\_\_\_\_ (Title)

ATTEST/AUTHENTICATED:

\_\_\_\_\_, Deputy City Clerk

Approved as to form:

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

## **EXHIBIT A**

### **Scope of Services**

LINC NW agrees to distribute Motel Voucher funds authorized by Snohomish County under HCS-23-67-2313-200 Contract under the Consolidated Homeless Grant (CHG)/System Demonstration Grant (SDG) guidelines. Exhibit A, B, and C of the grant contract describe the scope of services, guidelines and budget requirements, which are incorporated herein by reference. LINC NW shall comply with such scope of services, guidelines and budget requirements as applicable in order provide the services contemplated herein.

## **EXHIBIT B**

### **Subcontractors/Subconsultants**

**Below is a list of approved subcontractors/subconsultants. If left blank, there are no approved subcontractors or subconsultants.**

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# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** September 25, 2023

**SUBMITTED BY:** Engineering Services Manager Ken McIntyre, Public Works

**ITEM TYPE:** Agreement

**AGENDA SECTION:** **New Business**

**SUBJECT:** Local Programs State Funding Agreement and Project Prospectus with WSDOT for the 156th Street NE Railroad Overcrossing Project

**SUGGESTED ACTION:** Recommended Motion: I move to authorize the Mayor to sign and execute the Local Programs State Funding Agreement and Project Prospectus with WSDOT, thereby securing design funding for the 156th Street NE Railroad Overcrossing Project.

**SUMMARY:** The City received \$500,000 in State funding through the “Move Ahead Washington” transportation package, to be used for preliminary design and evaluation of costs for the 156<sup>th</sup> Street NE Railroad Overcrossing Project. Since this is a state funded project, the funds are administered through WSDOT; consequently, a Local Programs State Funding Agreement (agreement) and Project Prospectus (prospectus) are required in order to obligate funding and begin work. The agreement ensures that state funds in the agreed upon amount are spent in accordance with all applicable laws and regulations. The prospectus serves as the support document for authorization of state funds.

**ATTACHMENTS:**  
[State Funding Agreement\\_156th Overcrossing.pdf](#)  
[Prospectus \\_156th Overcrossing.pdf](#)



<b>Local Programs State Funding Agreement</b> Work by Public Agencies		Agency and Address
Agreement Number	Maximum Amount Authorized	Location and Description of Work (See also Exhibit "A")
Participating Percentage	Project Number	

This AGREEMENT is made and entered into between the STATE OF WASHINGTON, Department of Transportation, acting by and through the Secretary of Transportation, hereinafter called the "STATE," and the above named organization, hereinafter call the "AGENCY."

WHEREAS, the AGENCY is planning the work shown above, and in connection therewith, the AGENCY has requested financial assistance for the project or program, and

WHEREAS, the AGENCY has requested funds for the above shown project or program, which has been selected by the STATE for funding assistance.

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREE AS FOLLOWS:

Type of Work		Estimate of Funding		
		(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated State Funds
PE	a. Agency			
	b. Other			
	c. Other			
	d. State Services			
	e. Total PE Cost Estimate (a+b+c+d)			
Right of Way	f. Agency			
	g. Other			
	h. Other			
	i. State Services			
	J. Total R/W Cost Estimate (f+g+h+i)			
Construction	k. Contract			
	l. Other			
	m. Other			
	n. Other			
	o. Agency			
	p. State Services			
	q. Total CN Cost Estimate (k+l+m+n+o+p)			
	r. Total Project Cost Estimate (e+j+q)			

**I  
General**

The AGENCY agrees to perform the above described work in accordance with the Project Application attached hereto as "Exhibit A" and made a part of this AGREEMENT.

Plans, specifications, and cost estimates shall be prepared by the AGENCY in accordance with the current State of Washington Standard Specifications for Road, Bridge, and Municipal Construction and adopted design standards, unless otherwise noted. The AGENCY will incorporate the plans and specifications into the AGENCY's project and thereafter advertise the resulting project for bid and, assuming bids are received and a contract is awarded, administer the contract, or if the project is of a size which the AGENCY is authorized to perform with its own forces under the laws of the State of Washington, the AGENCY may proceed with its own forces.

All work performed under this AGREEMENT shall comply with the applicable provisions of state law.

**II  
Payment**

The STATE, in consideration of the faithful performance of the work to be performed by the AGENCY, agrees to reimburse the AGENCY for the percentage of the actual direct and related indirect cost of the work shown above, up to the "MAXIMUM AMOUNT AUTHORIZED". The agency will comply with Governmental Accounting Auditing and Financial Reporting Standards and applicable state law and local regulations, policies and procedures. No payment will be made for work done prior to execution of this AGREEMENT.

Partial payments shall be made by the STATE, upon request of the AGENCY, to cover costs incurred. These payments are not to be more frequent than one (1) per month. It is agreed that any such partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of the final audit, all required adjustments will be made and reflected in a final payment. The AGENCY agrees to submit a final bill to the STATE within forty-five (45) days after the AGENCY has completed work.

The AGENCY agrees that all costs in excess of the amount authorized and the AGENCY's matching funds shall be the responsibility of the AGENCY.

**III  
Audit**

The AGENCY agrees that an audit may be conducted by the STATE. During the progress of the work and for a period not less than three (3) years from the date of final payment to the AGENCY, the records and accounts pertaining to the work and accounting thereof are to be kept available for inspection and audit by the STATE and copies of all records, accounts, documents, or other data pertaining to the project will be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the three-year retention period.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year last written below.

**AGENCY**

By: \_\_\_\_\_

Title:

Agency Date: \_\_\_\_\_

**IV  
Legal Relations**

No liability shall attach to the AGENCY or the STATE by reason of entering into this AGREEMENT except as expressly provided herein.

**V  
Nondiscrimination**

The AGENCY agrees to comply with all applicable state and federal laws, rules, and regulations pertaining to nondiscrimination and agrees to require the same of all subcontractors providing services or performing any work using funds provided under this AGREEMENT.

**VI  
Venue**

For the convenience of the parties to this AGREEMENT, it is agreed that any claims and/or causes of action which the AGENCY has against the STATE, growing out of this AGREEMENT or the project or program with which it is concerned, shall be brought only in the Superior Court for Thurston County.

**VII  
Termination**

The Secretary of the Department of Transportation may terminate this AGREEMENT if the funding becomes unavailable or if the Secretary determines that it is in the best interest of the STATE.

**VIII  
Final Report and Final Inspection**

Within ninety (90) days following the completion of the project and submission of the final billing for the project, a final report and/or final inspection shall be submitted to the Director, Highways & Local Programs containing the following information:

Non-Capital Projects

1. A description of the project or program.
2. A summary of actual costs of the project or program.
3. An evaluation of the project or program. This should address aspects such as transportation and/or other benefits to the public.

Capital Projects

1. A final inspection is required.

**IX  
Supplement**

This agreement may be modified or supplemented only in writing by parties.

**STATE**

By: \_\_\_\_\_

Director, Local Programs

Date: \_\_\_\_\_





**Local Agency Federal Aid  
Project Prospectus**

	Prefix	Route	( )	Date	
Federal Aid Project Number				DUNS Number	
Local Agency Project Number		( WSDOT Use Only )		Federal Employer Tax ID Number	

Agency		CA Agency Yes No		Federal Program Title 20.205 Other	
Project Title			Start Latitude N		Start Longitude W
			End Latitude N		End Longitude W
Project Termini From-To			Nearest City Name		Project Zip Code (+4)
Begin Mile Post	End Mile Post	Length of Project		Award Type Local Local Forces State Railroad	
Route ID	Begin Mile Point	End Mile Point	City Number	County Number	County Name
WSDOT Region	Legislative District(s)		Congressional District(s)		Urban Area Number

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date	
				Month	Year
P.E.					
R/W					
Const.					
Total					

**Description of Existing Facility (Existing Design and Present Condition)**

Roadway Width	Number of Lanes

**Description of Proposed Work**

Description of Proposed Work (Attach additional sheet(s) if necessary)

Local Agency Contact Person		Title		Phone	
Mailing Address			City	State	Zip Code
Project Prospectus	By _____ Approving Authority				
	Title				Date

Agency	Project Title	Date
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Type of Proposed Work				
Project Type (Check all that Apply)			Roadway Width	Number of Lanes
New Construction	Path / Trail	3-R		
Reconstruction	Pedestrian / Facilities	2-R		
Railroad	Parking	Other		
Bridge				

Geometric Design Data						
Description	Through Route			Crossroad		
<b>Federal Functional Classification</b>	Urban	Principal Arterial		Urban	Principal Arterial	
		Minor Arterial			Minor Arterial	
	Rural	Collector		Rural	Collector	
		Major Collector			Major Collector	
	NHS	Minor Collector		NHS	Minor Collector	
		Local Access			Local Access	
Terrain	Flat	Roll	Mountain	Flat	Roll	Mountain
Posted Speed						
Design Speed						
Existing ADT						
Design Year ADT						
Design Year						
Design Hourly Volume (DHV)						

Performance of Work		
Preliminary Engineering Will Be Performed By	Others	Agency
	%	%
Construction Will Be Performed By	Contract	Agency
	%	%

Environmental Classification	
Class I - Environmental Impact Statement (EIS) Project Involves NEPA/SEPA Section 404 Interagency Agreement  Class III - Environmental Assessment (EA) Project Involves NEPA/SEPA Section 404 Interagency Agreements	Class II - Categorically Excluded (CE) Projects Requiring Documentation (Documented CE)

Environmental Considerations

Agency	Project Title	Date
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**Right of Way**

No Right of Way Needed * All construction required by the contract can be accomplished within the existing right of way.	Right of Way Needed	
	No Relocation	Relocation Required

**Utilities**

**Railroad**

No utility work required All utility work will be completed prior to the start of the construction contract All utility work will be completed in coordination with the construction contract	No railroad work required All railroad work will be completed prior to the start of the construction contract All the railroad work will be completed in coordination with the construction contract
---	--

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

FAA Involvement

Is any airport located within 3.2 kilometers (2 miles) of the proposed project?    Yes    No

Remarks

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Date \_\_\_\_\_ Agency  
 By \_\_\_\_\_ Mayor/Chairperson



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** September 25, 2023

**SUBMITTED BY:** Public Works Services Manager Skip Knutsen, Public Works

**ITEM TYPE:** Agreement

**AGENDA SECTION:** **New Business**

**SUBJECT:** Purchase Order - 2024 Autocar ACX/Labrie Wittke Residential Front Load Refuse Truck

**SUGGESTED ACTION:** Recommended Motion: I move to authorize the Mayor to sign and execute the purchase order with Dobbs Peterbilt in the amount of \$454,594.20, plus applicable sales tax, for procurement of a 2024 Autocar ACX/Labrie Wittke Residential Front Load Refuse Truck.

**SUMMARY:** The Solid Waste budget was appropriated funds for the purchase of a new residential refuse truck in 2024 to allow for an additional collection route to operate throughout the City. This additional collection route will balance routes which have grown to exceed 900 stops and are as high as 1,030.

The City is a member of Sourcewell Cooperative Purchasing, where staff obtained a quote for this equipment purchase using Contract #060920-ATC-Autocar and #091219-LEG-Labrie.

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**ATTACHMENTS:**  
[Purchase Order F00002.pdf](#)



**Fleet Services Division**

80 Columbia Ave  
 Marysville, WA 98270  
 Phone: (360) 363-8250  
 Fax: (360) 651-5524  
[www.marysvillewa.gov/](http://www.marysvillewa.gov/)

# PURCHASE ORDER

DATE	9/11/2023
PO #	F00002

SHIP TO	
Fleet Services	
City of Marysville	
80 Columbia Ave	
Marysville, WA 98270	
ACCT. CODE	50100048.564000

VENDOR	
Company Name:	Dobbs Peterbilt
Attention:	Stu Fox
Street Address:	2800 136th Ave Court East
City, ST ZIP:	Sumner, WA 98390
Phone:	206-730-6739

ORDER DETAILS	
Requested By:	Bob Scott
Date Expected:	TBD
F.O.B. Point:	Marysville
Ship Via:	Driver
Equipment/Vehicle NO:	J075

ITEM NO. / DESCRIPTION	QTY	UNIT PRICE	EXTENSION	TAX
2024 AutoCar ACX/Labrie Wittke Residential Front Load Refuse Truck	1	454,594.20	454,594.20	
As per City of Marysville Specifications and quote dated 9/5/2023 and			-	
As per Quote dated 9/5/2023 and			-	-
As per Sourcewell Contracts #060920-ATC-AUTOCAR and #091219-LEG-LABRIE			-	
			-	
			-	
			-	
			-	
			-	

SUBTOTAL	\$ 454,594.20
TAX	\$ -
SHIPPING	
OTHER	
<b>TOTAL</b>	<b>\$ 454,594.20</b>

**Comments or Special Instructions**  
 Fleet Addition as per 2023-2024 Budget  
 The amount of invoice is \$454,594.20 plus any applicable sales tax that may be incurred  
 Return signed originals to Fleet Services

\_\_\_\_\_  
 Authorized By

\_\_\_\_\_  
 Received By



# DOBBS PETERBILT

September 5, 2023

Mr. Bob Scott  
Shop Foreman  
Public Works Department  
City of Marysville  
80 Columbia Ave  
Marysville, WA 98270

F00002

REF: AGREEMENT FOR SOURCEWELL CONTRACT #060920-ATC-AUTOCAR  
CONTRACT # LABRIE #091219-LEG-Labrie.

Dobbs Peterbilt would like to formally extend all bid prices, terms, and conditions to the City of Marysville for the purchase of (1) One or more Dual Sit Down Drive Residential Front Loading Trucks for a per Sourcewell Contract #060920-ATC-Autocar and #091219-LEG-Labrie.

Following, please find the breakdown of the base prices and options:

-2024-2025 Autocar ACX64 Residential Front Loader Chassis per the City of Marysville Specifications. Please see backup attached Order#-20054611 SN 249651.	\$ 240,246.40
-Floorplan or interest cost Included in base price.	<u>\$ INCLUDED</u>
-Sub Total	<u>\$240,246.40</u>
-Standard Engine and Transmission Warranties are included. Extended Engine and Transmission Warranties are available upon request.	
-2023-2024 Labrie Wittke Residential Front Loader per the City of Marysville specifications. Per Labrie Sourcewell Contract. Please see backup attached.	\$ 180,917.80
-Labrie Surcharge	\$ 7,000.00
-Panoramic Style Triple Camera System, Colored Monitor, Tailgate Hopper, Streetside Mirror.	\$ 5,970.00
-SWS Heavy Duty Cradle Upgrade for Corrotto Can.	\$ 2,960.00
-SWS Outside Controls for Curotto Can on Wittke Front Load	\$ 4,190.00
-Body PDI.	\$ 2,640.00

3801 Airport Way South  
Seattle, WA, 98108  
(206) 624-7383  
FAX: (206) 340-0416  
1-800-255-7383

2028 Rudkin Rd.  
Yakima, WA, 98909  
(509) 453-3700  
FAX: (509) 457-0702  
1-800-734-7383

3443 20<sup>th</sup> Street, E.  
Fife, WA, 98424  
(253) 922-7383  
FAX: (253) 927-7931  
1-800-439-7383

15330 Smokey Point Blvd  
Marysville, WA, 98271  
(360) 659-7383  
FAX: (360) 659-1705  
1-888-755-7383

23501 E Knox Ave  
Liberty Lake, WA  
99109  
(509) 535-4241  
FAX: (509) 536-3949

1435 E. Hillsboro St.  
Pasco, WA, 99301  
(509) 545-3700  
FAX: (509) 545-1454  
1-888-330-7383

2200 Spar Ave.  
Anchorage, AK, 99501  
(907) 276-2020  
FAX: (907) 276-2164

-Freight from San Luis, AZ to Marysville.	<u>\$ 10,670.00</u>
-Sub Total body	<u>\$214,347.80</u>
-Subtotal Per unit	\$454,594.20
-Washington State Sales Tax (9.6%)	<u>\$ 43,641.04</u>
-Total	\$498,232.24 =====

Again, all other terms, prices, delivery quotations and all conditions will be in accordance with the Sourcewell guidelines FOB City of Marysville. Please see the attached bid documentation.

Flooring rates are subject to change if rates go up.

All prices are subject to additional Surcharges

Thank you for the opportunity to earn your business!

Stu Fox

Stu Fox  
 Director of Refuse Sales  
 Dobbs Peterbilt



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** September 25, 2023

**SUBMITTED BY:** Public Works Services Manager Skip Knutsen, Public Works

**ITEM TYPE:** Agreement

**AGENDA SECTION:** **New Business**

**SUBJECT:** Purchase Order – 2025 Autocar ACX/Labrie Wittke Front Load Refuse Truck

**SUGGESTED ACTION:** Recommended Motion: I move to authorize the Mayor to sign and execute the purchase order with Dobbs Peterbilt in the amount of \$1,329,865.20, plus applicable sales tax, for procurement of three 2025 Autocar ACX/Labrie Wittke Front Load Refuse Trucks.

**SUMMARY:** The Solid Waste Rate Plan includes a capital improvement allocation in 2025 for the purchase of three Solid Waste Refuse Trucks, two commercial and one residential, to replace existing fleet. In order to secure build dates in 2025, the City must provide authorized purchase orders to the manufacturers. Funds would not be expended until 2025 when the City takes delivery of the vehicles.

The City is a member of Sourcewell Cooperative Purchasing, where staff obtained a quote for this equipment purchase using Contract #060920-ATC-Autocar and #091219-LEG-Labrie.

---

**ATTACHMENTS:**  
[Purchase Order F00006.pdf](#)





**Fleet Services Division**

80 Columbia Ave  
 Marysville, WA 98270  
 Phone: (360) 363-8250  
 Fax: (360) 651-5524  
[www.marysvillewa.gov/](http://www.marysvillewa.gov/)

# PURCHASE ORDER

DATE	9/14/2023
PO #	F00006

SHIP TO	
Fleet Services	
City of Marysville	
80 Columbia Ave	
Marysville, WA 98270	
ACCT. CODE	50100048.564000

VENDOR	
Company Name:	Dobbs Peterbilt
Attention:	Stu Fox
Street Address:	2800 136th Ave Court East
City, ST ZIP:	Sumner, WA 98390
Phone:	206-730-6739

ORDER DETAILS	
Requested By:	Bob Scott
Date Expected:	2025-2026
F.O.B. Point:	Marysville
Ship Via:	Driver
Equipment/Vehicle NO:	J076, J077, J078

ITEM NO. / DESCRIPTION	QTY	UNIT PRICE	EXTENSION	TAX
Two (2) 2025 ACX/Labrie Wittke Commercial Front Load Refuse Trucks	2	434,388.00	868,776.00	
One (1) 2025 ACX/Labrie Wittke Residential Front Load Refuse Truck	1	461,089.20	461,089.20	
As per City of Marysville Specifications and			-	-
As per Quote dated 9/6/2023 and			-	
As per Sourcewell Contracts #060920-ATC-AUTOCAR and #091219-LEG-LABRIE			-	
			-	
			-	
			-	
			-	

SUBTOTAL	\$ 1,329,865.20
TAX	\$ -
SHIPPING	
OTHER	
<b>TOTAL</b>	<b>\$ 1,329,865.20</b>

**Comments or Special Instructions**  
 Fleet Replacement as per 2025-2026 CIP  
 The amount of invoices is \$1,329,865.20 plus applicable sales tax  
 Return signed originals to Fleet Services

Authorized By \_\_\_\_\_

Received By \_\_\_\_\_



# DOBBS PETERBILT

September 6, 2023

Mr. Bob Scott  
Shop Forman  
Public Works Department  
City of Marysville  
80 Columbia Ave  
Marysville, WA 98270

REF: AGREEMENT FOR SOURCEWELL CONTRACT #060920-ATC-AUTOCAR  
CONTRACT # LABRIE #091219-LEG-Labrie.

Dobbs Peterbilt would like to formally extend all bid prices, terms, and conditions to the City of Marysville for the purchase of (2) Two or more Left Hand Drive Commercial Front Loading Trucks for a per Sourcewell Contract #060920-ATC-Autocar and #091219-LEG-Labrie.

Following, please find the breakdown of the base prices and options:

-2024-2025 Autocar ACX64 Residential Front Loader Chassis per the City of Marysville Specifications. Please see backup attached. SN's 250277 and 250278.	\$ 237,123.20
-Floorplan or interest cost of 240 days at \$28.07 per day (4.870 %) or \$6,736.80. <b><u>NOT INCLUDED IN BASE. RATE AT OUR COST.</u></b>	<u>\$ 6,736.80</u>
-Sub Total	<u>\$ 243,860.00</u>
-Standard Engine and Transmission Warranties are included. Extended Engine and Transmission Warranties are available upon request.	
-2024-2025 Labrie Wittke Commercial Front Loader per the City of Marysville specifications. Per Labrie Sourcewell Contract. Please see backup attached.	\$ 164,248.00
-Labrie Material Surcharge	\$ 7,000.00
-Panoramic Style Triple Camera System, Colored Monitor, Tailgate Hopper, Streetside Mirror.	\$ 5,970.00
-Body PDI.	\$ 2,640.00
-Freight from San Luis, AZ to Marysville.	<u>\$ 10,670.00</u>

3801 Airport Way South  
Seattle, WA, 98108  
(206) 624-7383  
FAX: (206) 340-0416  
1-800-255-7383

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FAX: (509) 457-0702  
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99109  
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Pasco, WA, 99301  
(509) 545-3700  
FAX: (509) 545-1454  
1-888-330-7383

2200 Spar Ave.  
Anchorage, AK, 99501  
(907) 276-2020  
FAX: (907) 276-2164

-Sub Total body	<u>\$ 190,528.00</u>
-Subtotal Per unit	\$434,388.00
-Washington State Sales Tax (9.6%)	<u>\$ 41,701.29</u>
-Sub Total	\$476,089.25 <sup>3</sup>
	X2
Total	<u>\$ 952,178.50</u> =====

Again, all other terms, prices, delivery quotations and all conditions will be in accordance with the Sourcewell guidelines FOB City of Marysville. Please see the attached bid documentation.

Flooring rates are subject to change if rates go up.

All prices are subject to additional Surcharges.

Thank you for the opportunity to earn your business!

Stu Fox

Stu Fox  
 Director of Refuse Sales  
 Dobbs Peterbilt



# DOBBS PETERBILT

September 5, 2023

Mr. Bob Scott  
Shop Foreman  
Public Works Department  
City of Marysville  
80 Columbia Ave  
Marysville, WA 98270

F00003

REF: AGREEMENT FOR SOURCEWELL CONTRACT #060920-ATC-AUTOCAR  
CONTRACT # LABRIE #091219-LEG-Labrie.

Dobbs Peterbilt would like to formally extend all bid prices, terms, and conditions to the City of Marysville for the purchase of (1) One or more Dual Sit Down Drive Residential Front Loading Trucks for a per Sourcewell Contract #060920-ATC-Autocar and #091219-LEG-Labrie.

Following, please find the breakdown of the base prices and options:

-2024-2025 Autocar ACX64 Residential Front Loader Chassis per the City of Marysville Specifications. Please see backup attached Order#-20055091.	\$ 240,006.40
-Floorplan or interest cost of 240 days at \$28.06 per day (4.870%) or \$6,735.00. <b><u>NOT INCLUDED IN BASE. RATE AT OUR COST</u></b>	<u>\$ 6,735.00</u>
-Sub Total	<u>\$246,741.40</u>
-Standard Engine and Transmission Warranties are included. Extended Engine and Transmission Warranties are available upon request.	
-2023-2024 Labrie Wittke Residential Front Loader per the City of Marysville specifications. Per Labrie Sourcewell Contract. Please see backup attached.	\$ 180,917.80
-Labrie Surcharge	\$ 7,000.00
-Panoramic Style Triple Camera System, Colored Monitor, Tailgate Hopper, Streetside Mirror.	\$ 5,970.00
-SWS Heavy Duty Cradle Upgrade for Corrotto Can.	\$ 2,960.00
-SWS Outside Controls for Corotto Can on Wittkw Frontload	\$ 4,190.00

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Liberty Lake, WA  
99109  
(509) 535-4241  
FAX: (509) 536-3949

1435 E. Hillsboro St.  
Pasco, WA, 99301  
(509) 545-3700  
FAX: (509) 545-1454  
1-888-330-7383

2200 Spar Ave.  
Anchorage, AK, 99501  
(907) 276-2020  
FAX: (907) 276-2164

-Body PDI.	\$ 2,640.00
-Freight from San Luis, AZ to Marysville.	<u>\$ 10,670.00</u>
-Sub Total body	<u>\$214,347.80</u>
-Subtotal Per unit	\$461,089.20
-Washington State Sales Tax (9.6%)	<u>\$ 44,264.56</u>
-Total	<u>\$505,353.76</u> =====

Again, all other terms, prices, delivery quotations and all conditions will be in accordance with the Sourcewell guidelines FOB City of Marysville. Please see the attached bid documentation.

Flooring rates are subject to change if rates go up.

All prices are subject to additional surcharges.

Thank you for the opportunity to earn your business!

Stu Fox

Stu Fox  
 Director of Refuse Sales  
 Dobbs Peterbilt



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** September 25, 2023

**SUBMITTED BY:** Court Administrator Suzanne Elsner, Court

**ITEM TYPE:** Interlocal Agreement

**AGENDA SECTION:** **New Business**

**SUBJECT:** Interagency Reimbursement Agreement between the AOC and the City of Marysville for Blake Expenses

**SUGGESTED ACTION:** Recommended Motion: I move to authorize the Mayor to sign and execute the Reimbursement Agreement between the AOC and the City of Marysville for Blake Expenses

**SUMMARY:** The purpose of this Agreement is to reimburse Jurisdiction for the extraordinary judicial, prosecutorial, and/or defense-related costs of resentencing and vacating the sentences of individuals whose convictions or sentences are affected by the Blake decision

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**ATTACHMENTS:**  
[IAA24095\\_Marysville\\_Blake.pdf](#)

**INTERAGENCY REIMBURSEMENT AGREEMENT IAA24095  
BETWEEN  
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS  
AND  
MARYSVILLE MUNICIPAL COURT**

THIS REIMBURSEMENT AGREEMENT (“Agreement”) is entered into by and between the Administrative Office of the Courts (“AOC”) and MARYSVILLE MUNICIPAL COURT (“Jurisdiction”) to reimburse MARYSVILLE MUNICIPAL COURT for the extraordinary costs of resentencing and vacating sentences as required by *State v. Blake* (“Blake”).

**I. PURPOSE**

The purpose of this Agreement is to reimburse Jurisdiction for the extraordinary judicial, prosecutorial, and/or defense-related costs of resentencing and vacating the sentences of individuals whose convictions or sentences are affected by the *Blake* decision. For municipalities, this will include language from Engrossed Substitute Senate Bill 5187, Section 114(13) passed by the 2023 Legislature, which includes simple drug possession, to include cannabis and possession of paraphernalia.

**II. REIMBURSEMENT**

Extraordinary Expenses Reimbursement. AOC shall reimburse Jurisdiction up to a maximum of \$ \$432,118.00 for the extraordinary judicial, prosecutorial, and/or defense-related costs (collectively, “Costs”) of resentencing and vacating the sentences of individuals whose convictions and/or sentences are affected by the *Blake* decision. Municipalities should be advised, the Washington Legislature passed Engrossed Substitute Senate Bill 5187, Section 114(13), which requires vacating of cannabis and possession of paraphernalia.

A. To be eligible for reimbursement, the Costs must be incurred between July 1, 2023 and June 30, 2024. AOC will not reimburse Jurisdiction for Costs incurred after June 30, 2024. AOC may, at its sole discretion, deny reimbursement requests in excess of the amount awarded. If additional funding is or becomes available for these purposes, AOC and Jurisdiction may mutually agree to increase the amount awarded under this Agreement.

B. General. AOC shall reimburse Jurisdiction for approved and completed reimbursements by warrant or electronic funds transfer within 30 days of receiving a properly completed A-19 invoice and the necessary backup documentation.

**III. PERIOD OF PERFORMANCE**

Performance under this Agreement begins **July 1, 2023**, regardless of the date of execution, and ends on **June 30, 2024**. The period of performance may be amended by mutual agreement of the Parties.

#### IV. TERMS OF REIMBURSEMENT

A. Jurisdiction shall electronically submit, once per month, its A-19 invoices to [Payables@courts.wa.gov](mailto:Payables@courts.wa.gov).

B. Jurisdiction's A-19 invoices must include:

1. Payment documents from Jurisdiction indicating the amounts expended, the recipients, and the date of expenditure;

2. A list of any case numbers associated with the services provided;

3. A breakdown of expenses by judicial, prosecutorial, and defense-related costs;

4. Any employee positions supported by Blake related funds, broken down by judicial, prosecutorial, and defense-related positions, including name of employee, title, hourly wage of the individual, time spent on *Blake*-related cases and a list of corresponding cause numbers;

5. The unique three-digit court code for the Jurisdiction the work was completed on behalf of must be provided on the A-19. If a Jurisdiction contracts with another jurisdiction to provide court services, then the unique court code for the jurisdiction for which the work was completed must be provided; and

6. Data, including case numbers and aggregate data on the number and type of cases:

a. Vacated under *Blake*;

b. Resentenced under *Blake*; and

c. Being worked on under *Blake*.

#### V. AGREEMENT ALTERATIONS AND AMENDMENTS

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

#### VI. GOVERNANCE

A. This Agreement is entered into pursuant to and under the authority



granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement must be construed to conform to those laws.

B. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency will be resolved by giving precedence in the following order:

1. Applicable state and federal statutes and rules;
2. This Agreement; and then
3. Any other provisions of the Agreement, including materials incorporated by reference.

## VII. WAIVER

A failure by either Party to exercise its rights under this Agreement does not preclude that Party from subsequent exercise of such rights and is not a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the Party and attached to the original Agreement.

## VIII. SEVERABILITY

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

## IX. AGREEMENT MANAGEMENT

The Program Managers/Point of Contacts noted below are responsible for and are the contact people for all communications and billings regarding the performance of this Agreement:

AOC Program Manager	Jurisdiction Program Manager/Point of Contact
<p><b>Sharon Swanson</b>            Blake Implementation Manager            PO Box 41170            Olympia, WA 98504-1170  <a href="mailto:Sharon.Swanson@courts.wa.gov">Sharon.Swanson@courts.wa.gov</a>            (360) 890-2549</p>	<p>Suzanne Elsner            Court Administrator            501 Delta Ave            Marysville, WA 98270  <a href="mailto:selsner@marysvillewa.gov">selsner@marysvillewa.gov</a>            360-363-8054</p>

**X. ENTIRE AGREEMENT**

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement are considered to exist or to bind any of the Parties to this agreement unless otherwise stated in this Agreement.

**AGREED:**

**Administrative Office of the Courts**

<hr/>	<hr/>	<hr/>	<hr/>
<i>Signature</i>	<i>Date</i>	<i>Signature</i>	<i>Date</i>
<hr/>	<hr/>	<hr/>	<hr/>
Christopher Stanley			
<i>Name</i>		<i>Name</i>	
<hr/>	<hr/>	<hr/>	<hr/>
Chief Financial and Management Officer			
<i>Title</i>		<i>Title</i>	



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** September 25, 2023

**SUBMITTED BY:** Court Administrator Suzanne Elsner, Court

**ITEM TYPE:** Interlocal Agreement

**AGENDA SECTION:** **New Business**

**SUBJECT:** Interagency Agreement between Washington State Administrative Office of the Courts and Marysville for continued participation in the Interpreter Reimbursement program

**SUGGESTED ACTION:** Recommended Motion: I move to authorize the Mayor to sign and execute the Interagency Agreement between Washington State Administrative Office of the Courts and Marysville to continue participation in the Interpreter Reimbursement program.

**SUMMARY:** This program allows the court to receive up to 50% of the costs spent on qualified interpreter services.

**ATTACHMENTS:**  
[\\_IAA24426\\_MARYSVILLE\\_MUNICIPAL\\_COURT Intepreter.pdf](#)

**INTERAGENCY AGREEMENT IAA24426**  
**BETWEEN**  
**WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS**  
**AND**  
**MARYSVILLE MUNICIPAL COURT**

THIS AGREEMENT (Agreement) is entered into by and between the Administrative Office of the Courts (AOC) and Marysville Municipal Court (Court), for the purpose of distributing funds for court interpreter and language access service expenses to the Court.

**I. DEFINITIONS**

For purposes of this agreement, the following definitions shall apply:

- A. "Certified Interpreter" means an interpreter who is certified by the Administrative Office of the Courts, as defined in RCW 2.43.020 (2) or an interpreter certified by the Office of the Deaf and Hard of Hearing (ODHH) pursuant to WAC 388-818-500, *et. seq.* The names and contact information of AOC-certified interpreters are found, and incorporated herein by reference, at [http://www.courts.wa.gov/programs\\_orgs/pos\\_interpret/](http://www.courts.wa.gov/programs_orgs/pos_interpret/) The names and contact information of ODHH-certified interpreters are found, and incorporated herein by reference, at: <https://fortress.wa.gov/dshs/odhhapps/Interpreters/CourtInterpreter.aspx>
- B. "Registered Interpreter" means an interpreter who is registered by the Administrative Office of the Courts, as defined in RCW 2.43.020 (6). The names and contact information of registered interpreters are found, and incorporated herein by reference, at [http://www.courts.wa.gov/programs\\_orgs/pos\\_interpret/](http://www.courts.wa.gov/programs_orgs/pos_interpret/).
- C. "Qualified Interpreter" means a spoken language interpreter as defined in RCW 2.43.020 (5), or sign language interpreter as defined in RCW 2.42.110 (2).
- D. "Qualifying Event" means a proceeding or event for which an interpreter is appointed by an appointing officer pursuant to RCW 2.42 and/or RCW 2.43.

**II. PURPOSE**

The purpose of this Agreement is to partner with individual local courts in improving access to the Court for Limited English Proficient (LEP), deaf, and hard of hearing persons in accordance with RCW Chapters 2.42 and 2.43.

- A. These funds are intended to address each court's following needs:
  - 1. Financial Need – i.e., the gap between the court's available financial resources and the costs to meet its need for certified, registered, and qualified interpreters, and the implementation of the Court's language access plan; and
  - 2. Need for Court Interpreters – i.e., the public's right to access the court, and the court's responsibility to provide court certified, registered, and qualified interpreters as required by RCW Chapters 2.42 and 2.43.
  - 3. Need for Language Access in General – i.e., translations for websites, translated forms, interpreting equipment, technology enabling remote interpreting, and other things that are necessary for courts to provide fair and equitable access for people who are LEP, deaf, and hard of hearing.

### III. DESCRIPTION OF SERVICES TO BE PROVIDED

- A. The Court will ensure that the interpreter funding is used only for language access purposes and for reimbursement of costs paid to certified, registered, and qualified interpreters for Qualifying Events pursuant to **Exhibit A**, which is incorporated herein by reference.
- B. The Court agrees to track and provide interpreter cost and usage data through the web application provided by the AOC Language Access and Interpreter Reimbursement Program, reflecting information about the Court's interpreter and language access costs and services.
- C. The Court agrees to provide the AOC Project Manager with a list of all users who require access to submit data to the Language Access and Interpreter Reimbursement Program web application.
- D. The Court agrees to work with the AOC Interpreter Program, the Interpreter Commission, and neighboring courts to identify and implement best and promising practices for providing language access and interpreter services.
- E. The Court agrees to encourage its staff overseeing interpreter services at the court to attend trainings (in person and/or online) provided by the AOC Interpreter Commission and Interpreter Program.
- F. The Court may elect to pay for interpreter services that are not in accordance with the provisions of **Exhibit A** as set forth; while such payments will not be reimbursed, court still commits to entering data into the application for these interpreter services, irrespective of their eligibility for reimbursement.
- G. The Court is required to have a Language Assistance Plan (LAP) in place to receive reimbursement under this program.
  - 1. Courts must submit the most recent version of their LAP to the AOC Project Manager or certify via email to the Project Manager that the LAP they submitted in FY23 is the latest version.
  - 2. Courts certify that they will exercise reasonable due diligence in maintaining and updating their LAP as require by law.

### IV. PERIOD OF PERFORMANCE

The beginning date of performance under this Agreement is **July 1, 2023**, regardless of the date of execution and which shall end on **June 30, 2024**.

### V. COMPENSATION

- A. The Court shall be reimbursed a maximum of \$11,318.00 for interpreter and language access services costs incurred during the period of July 1, 2023 to June 30, 2024. No reimbursement shall be made under this Agreement for interpreting services provided after June 30, 2024.
- B. The Court shall receive payment for its costs for interpreter and language access services as set forth in **Exhibit A**, and incorporated herein.
- C. The Court shall not be reimbursed for interpreter services costs for Qualifying Events or other goods and services set forth in **Exhibit A** until properly-completed A-19 invoices, and corresponding data (*See subsection III.B.*), are received and approved by AOC, pursuant to the following schedule:

1. Reflecting Qualifying and non-qualifying Events, and any goods or services purchased, occurring between July 1, 2023 and September 30, 2023, must be received by the AOC no later than December 29, 2023.
  2. Reflecting Qualifying and non-qualifying Events, and any goods or services, purchased occurring between October 1, 2023 and December 31, 2023, must be received by the AOC no later than February 29, 2024.
  3. Reflecting Qualifying and non-qualifying Events, and any goods or services, occurring between January 1, 2024 and March 31, 2024, must be received by the AOC no later than May 31, 2024.
  4. Reflecting Qualifying and non-qualifying Events, and any goods or services, occurring between April 1, 2024 and June 30, 2024, must be received by the AOC no later than July 15, 2024.
- D. If this agreement is terminated, the Court shall only receive payment for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.
- E. The Court shall submit its A-19 invoices quarterly through the web application.  
The Data shall be submitted electronically to the AOC as described in Section III.B., above, and in conjunction with the quarterly invoice.
- F. Payment to the Court for approved and completed work will be made by warrant or account transfer by AOC within 30 days of receipt of a properly-completed invoice and the completed data report.
- G. The Court shall maintain sufficient backup documentation of expenses under this Agreement.

## **VI. REVENUE SHARING**

A. AOC, in its sole discretion, may initiate revenue sharing. AOC will notify the Court no later than May 1, 2024 that AOC intends to reallocate funding among courts in the program. If AOC determines the Court may not spend all monies available under the Agreement, then AOC may reduce the Agreement amount. If AOC determines the Court may spend more monies than available under the Agreement and for its scope, then AOC may increase the Agreement amount.

B. If the AOC initiates revenue sharing, then the Court must submit the final revenue sharing A-19 through the web application between July 12, 2024 and August 1, 2024.

## **VII. TREATMENT OF ASSETS AND PROPERTY**

The AOC shall be the owner of any and all fixed assets or personal property jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

## **VIII. RIGHTS IN DATA**

Unless otherwise provided, data which originates from this Agreement shall be “works for hire” as defined by the U.S. Copyright Act of 1976 and shall be owned by the AOC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books,

magazines, surveys, studies, computer programs, films, tapes, and video and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. In the event that any of the deliverables under this Agreement include material not included within the definition of "works for hire," the Court hereby assigns such rights to the AOC as consideration for this Agreement.

Data which is delivered under this Agreement, but which does not originate therefrom, shall be transferred to the AOC with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided, that such license shall be limited to the extent which the Court has a right to grant such a license. The Court shall advise the AOC, at the time of delivery of data furnished under this Agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Agreement. The AOC shall receive prompt written notice of each notice or claim of copyright infringement received by the Court with respect to any data delivered under this Agreement. The AOC shall have the right to modify or remove any restrictive markings placed upon the data by the Court.

#### **IX. INDEPENDENT CAPACITY**

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

#### **X. AGREEMENT ALTERATIONS AND AMENDMENTS**

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

#### **XI. RECORDS, DOCUMENTS, AND REPORTS**

The Court shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or Agreement. The Court will retain all books, records, documents, and other material relevant to this Agreement for six years after settlement, and make them available for inspection by persons authorized under this provision.

#### **XII. RIGHT OF INSPECTION**

The Court shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement.

### **XIII. DISPUTES**

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from the AOC, one representative from the Court, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of noncompliance or waiver of this section.

### **XIV. TERMINATION**

Either party may terminate this Agreement upon thirty (30) days written notice to the other party. 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.

### **XV. GOVERNANCE**

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable state and federal statutes and rules;
- B. This Agreement; and
- C. Any other provisions of the agreement, including materials incorporated by reference.

### **XVI. ASSIGNMENT**

The work to be provided under this Agreement, and any claim arising hereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

### **XVII. WAIVER**

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

### **XVIII. 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.



**XIX. AGREEMENT MANAGEMENT**

The program managers noted below shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement:

AOC Program Manager	Court Point of Contact
<p><b>Tae Yoon</b>                      PO Box 41170                      Olympia, WA 98504-1170  <a href="mailto:Interpreterreimbursement@courts.wa.gov">Interpreterreimbursement@courts.wa.gov</a>                      360-705-5281</p>	<p>Suzanne Elsner                      Court Administrator                      501 Delta Ave                      Marysville, WA 98270  <a href="mailto:selsner@marysvillewa.gov">selsner@marysvillewa.gov</a>                      (360) 363-8050</p>

**XX. ENTIRE AGREEMENT**

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be considered to exist or to bind any of the parties to this agreement unless otherwise stated in this Agreement.

**AGREED:**

**Administrative Office of the Courts**

**Court**

\_\_\_\_\_  
*Signature* *Date*

\_\_\_\_\_  
*Signature* *Date*

**Dawn Marie Rubio**  
 \_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Name*

**State Court Administrator**  
 \_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Title*

## EXHIBIT A

### WASHINGTON STATE LANGUAGE ACCESS INTERPRETER REIMBURSEMENT PROGRAM FUNDING

#### FUNDING CONDITIONS AND PAYMENT STRUCTURE

The Language Access Reimbursement Program funding conditions and payment structure shall be as follows:

##### 1. GENERAL FUNDING CONDITIONS

The Administrative Office of the Courts (AOC), will reimburse courts under this Agreement for the cost of spoken language interpretation and sign language interpretation and other goods and services that improve language access in the courts for Limited English Proficient (LEP), deaf, and hard of hearing persons. This includes interpreters credentialed by AOC (certified or registered), or otherwise court-qualified interpreters appointed pursuant to RCW 2.42 and RCW 2.43 under the following conditions listed under Section 2 “Qualifying Interpreter Events.”

It also includes goods and services that improve language access, listed under Section 3 “Language Access Items,” and services listed under Section 4 “Language Access Services”.

Courts shall work with AOC staff in determining whether an expense that is not explicitly mentioned below, qualifies as a reimbursable expense under the Agreement.

##### 2. QUALIFYING INTERPRETING EVENTS

###### A. Spoken Language Interpreters Qualifying Events

AOC will reimburse courts for 50% of the actual expenses for services of AOC-credentialed or otherwise court-qualified interpreters pursuant to RCW 2.43 that meet one of the following conditions:

- a) If there is at least one AOC credentialed interpreter in the language being used, then reimbursement will only be provided for using an AOC credentialed interpreter who is credentialed in that language.
- b) Compensation for interpreters for languages for which neither a certified interpreter nor registered interpreter is offered will be reimbursed where the interpreter has been qualified on the record pursuant to RCW 2.43.
- c) Courts will not be reimbursed for events using non-AOC credentialed interpreters if there is one or more AOC credentialed interpreter listed for the language being used.

###### B. Sign Language Interpreters Qualifying Events

AOC will reimburse courts for 50% of the actual expenses for services of American Sign Language (ASL) interpreters and Certified Deaf Interpreters (CDI) pursuant to RCW 2.42 when the interpreter is listed with the Department of Social and Health Services, Office of Deaf and Hard of Hearing (DSHS, ODHH) as a court-certified interpreter.

The Office of Deaf and Hard of Hearing (ODHH) at the Department of Social and Health Services (DSHS) maintains a list of Certified Court Sign Language Interpreters. This list includes American Sign Language (ASL) interpreters and Certified Deaf Interpreters (CDI). To qualify for reimbursement, and event using an ASL and/or CDI interpreter from this list must be used.

Certified interpreters are listed under three categories:

- Specialist Certificate: Legal – SC: L
- RID Certification with SC: L written test
- Intermediary Interpreters (Deaf Interpreter)

The most up to date list can be found here:

<https://fortress.wa.gov/dshs/odhhapps/Interpreters/CourtInterpreter.aspx>

### **C. Staff Interpreters (Salaried Staff)**

Reimbursement will be provided for salaried staff meeting the Qualifying Event conditions for 50% of the payment of credentialed spoken and sign language interpreters, as referenced in subsections 2.A and 2.B above.

### **D. Telephonic and Video Remote Interpreting and Services for Legal Proceedings**

AOC will reimburse 50% of the costs for using certified, registered, or otherwise qualified interpreters operating by telephone or video for court proceedings. The services must meet the Qualifying Event conditions for the payment of credentialed spoken and sign language interpreters, as referenced in subsections 2.A and 2.B above.

## **3. LANGUAGE ACCESS GOODS AND SERVICES**

Courts can request reimbursement for 100% of the costs for goods and services that will help increase language access in the Court.

The items listed below are common goods and services that courts have used to increase language access and will be improved for reimbursement.

- Interpreter scheduling software or services
- Document translation
- Portable video device(s) for video remote interpreting
- Equipment used for simultaneous interpretation
- Printed signage for language assistance purposes
- Front counter telephonic interpreter services for administrative purposes
- Staff training on language access, interpreting, or bilingual skills improvement, for example:
  - Interpreters skills training for bilingual staff who want to become certified
  - Training for staff who are partly bilingual to improve their skills
  - General training on addressing language access issues.

Items or services not listed above must be pre-approved (via email) by Language

Access and Interpreter Reimbursement Program Coordinator prior to purchase or they may not qualify for reimbursement under the Program.

#### **4. SCOPE OF REIMBURSEMENT FUNDING**

Reimbursement payment under this Agreement will only be made to the Court when the cost is paid out of the budget or budgets, in the case of multi-court collaborative applicants of the Court responsible for full payment.

#### **5. PAYMENT STRUCTURE**

##### **A. Reimbursement Rate**

a) **Spoken Language Interpreters**

AOC will reimburse the Court for 50% of the cost of AOC certified, registered, or otherwise court-qualified interpreters providing services under this Agreement.

b) **Sign Language Interpreters**

AOC will reimburse the Court for 50% of the cost of certified and court-qualified interpreters providing services under this Agreement.

c) **Staff Interpreters (Salaried Staff)**

AOC will reimburse the Court for 50% of the cost of AOC certified or registered staff interpreters.

d) **Contracted Interpreters**

The cost of certified, registered, or otherwise qualified contract interpreters who are paid other than on an hourly basis, for example, on a half-day or flat rate basis, will be reimbursed at 50%.

e) **Remote Interpreting**

AOC will reimburse the Court for 50% of the cost of using certified, registered, or otherwise qualified interpreters providing interpretation by telephone or video for legal proceedings.

f) **Cancellation Fees**

AOC will reimburse the Court for 50% of cancellation fees paid to interpreter.

g) **Goods and Services**

AOC will reimburse the Court for 100% of the approved cost of goods and services related to language access in courts.

##### **B. Travel Time and Mileage**

AOC will reimburse the Court at 50% of the cost of interpreter travel time and mileage.

Interpreter travel time is reimbursable if a required party fails to appear. "Failure to appear" means a non-appearance by the LEP or deaf or hard of hearing client,

attorneys, witnesses, or any necessary party to a hearing, thereby necessitating a cancellation or continuance of the hearing. The Court can be reimbursed for 50% of the cancellation fees paid to the interpreter.



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** September 25, 2023

**SUBMITTED BY:** CD Director Haylie Miller, Community Development

**ITEM TYPE:** Ordinance

**AGENDA SECTION:** **New Business**

**SUBJECT:** An **Ordinance** amending Marysville Municipal Code (MMC) chapter 16.04.045 relating to the building permit fees table.

**SUGGESTED ACTION:** Recommended Motion: I move to adopt Ordinance No. \_\_\_\_\_.

**SUMMARY:** The City of Marysville adopted new development fee rates on July 10, 2023, via Ordinance 3277. The building permit fees table (based on valuation) in Marysville Municipal Code (MMC) 16.04.045 is being adjusted to address an inconsistency discovered when computing the intended building permit and plan review rates. The revised rates (Attachment 2) are comparable to the building permit cost increases (Attachment 3) originally approved by the City Council in Ordinance 3277.

- ATTACHMENTS:**
- 1 [Fee Study Ordinance 9-25-23.pdf](#)
  - 2 [Adjusted Rates.pdf](#)
  - 3 [City fee comparisons - building code fees updated.pdf](#)

**CITY OF MARYSVILLE  
Marysville, Washington**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON,  
RELATING TO UPDATES TO LAND USE, ENGINEERING,  
CONSTRUCTION AND BUILDING CODE FEES AND ASSOCIATED  
AMENDMENTS TO MUNICIPAL CODE SECTION 16.04.045.**

**WHEREAS**, the City of Marysville adopted new development fee rates on July 10, 2023 via Ordinance 3277; and

**WHEREAS**, an inconsistency was subsequently discovered when computing the intended building permit and plan review rates; and

**WHEREAS**, during the public meeting on September 25, 2023 the City Council discussed potential amendments to Marysville Municipal Code Section 16.04.045 to address the fee rate inconsistency; and

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

**Section 1. Amendment of Municipal Code Section 16.04.045.** MMC Section 16.04.045, entitled "Sections 109.2 and 109.3 amended – IBC and IRC Fee Appendix L adopted and amended by reference", is hereby amended as set forth in **Exhibit A.**

**Section 2. Severability.** If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

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

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

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF MARYSVILLE

By: \_\_\_\_\_  
JON NEHRING, MAYOR

Attest:

By: \_\_\_\_\_  
DEPUTY CITY CLERK

Approved as to form:

By: \_\_\_\_\_  
JON WALKER, CITY ATTORNEY

Date of Publication:

Effective Date: \_\_\_\_\_  
(five days after publication)



## Exhibit A

### 16.04.045 Sections 109.2 and 109.3 amended – IBC and IRC Fee Appendix L adopted and amended by reference.

(1) The schedules of fees adopted in Appendix L titled "Building Permit Fees" is hereby adopted and amended as follows.

#### Appendix L Fee Table – Permit Fees

##### Building permit fees table (based on valuation)

The fees for building permits are per Fee Table of the 2018 IBC/IRC, as adopted by the city council, and are based on the valuation of the work being performed.	
Total Valuation	Fee
\$1.00 to \$500.00	\$50.00
<del>\$501.00</del> to <del>\$2,000.00</del>	<del>\$50.00</del> <del>\$112*</del> for the first \$500.00 plus <del>\$3.05</del> <del>97*</del> for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	<del>\$69.25</del> <del>171.55*</del> for the first \$2,000.00 plus <del>\$14.00</del> <del>18.20*</del> for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	<del>\$391.25</del> <del>590.15*</del> for the first \$25,000.00 plus <del>\$10.10</del> <del>13.13*</del> for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	<del>\$643.75</del> <del>918.40*</del> for the first \$50,000.00 plus <del>\$7.00</del> <del>9.10*</del> for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	<del>\$993.75</del> <del>1,373.40*</del> for the first \$100,000.00 plus <del>\$5.60</del> <del>7.28*</del> for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	<del>\$3,233.75</del> <del>4,285.40*</del> for the first \$500,000.00 plus <del>\$4.75</del> <del>6.18*</del> for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,000.00 and up	<del>\$5,680.75</del> <del>7,375.40*</del> for the first \$1,000,000.00 plus <del>\$3.65</del> <del>4.75*</del> for each additional \$1,000.00, or fraction thereof
<del>*This fee represents the 2023/2024 rate and shall increase by 3% each year through 2028.</del>	

- (2) (a) Plan review fees (paid at time of submitting plans) equal to 65% of the building permit fees.
- (b) Reinspection fees for called inspections when access is not provided or work is not ready will be charged for one hour\* of staff time.

- (c) Revision fees for additional plan review or inspections when the work authorized by a permit will be charged for one hour\* of staff time.
  - (d) Inspections for which no fee is specifically indicated will be charged ~~for~~ per hour\* of staff time.
- (3) Building valuation shall be based on the building valuation data sheet contained within the February 2023 issue of the Building Valuation Data\*\* published by the International Code Council (ICC).
  - (4) Decks, carports (open on three sides), ramps, unheated sunrooms, covered porches and stairs are assessed per the February 2023 Building Valuation Data published by the ICC\*\*.
  - (5) Unfinished basements (no heat, insulation and/or sheetrock) are assessed February 2023 Building Valuation Data published by the ICC\*\*.
  - (6) Single-wide mobile homes (2 hours\*), double-wide (3 hours\*) for permit base fee.
  - (7) State Building Code Council surcharge fee: \$6.50 per building permit, plus \$2.00 each dwelling unit and \$25 for commercial building permits.
  - (8) For miscellaneous applications, plan reviews and permits including expired applications and permits for which no fee is specified: Fee will be at a per hour\* rate with a minimum fee of one hour\*.

\*Hourly rates (per hour) for the building division will increase 3% each year as shown below.

2023/2024	2025	2026	2027	2028
\$112	\$115	\$119	\$122	\$126

\*\*Fees are based on February 2023 Building Valuation Data, published by the ICC\*\* including a cost modifier of 1.03 applied each year starting in 2025.

ADJUSTED BUILDING PERMIT FEES 09-25-23

PERMIT	VALUATION	2023	2024	2025	2026	2027	2028
<b><u>New Single Family</u></b>							
Valuation	\$	294,723.00	\$ 486,468.60	\$ 501,062.66	\$ 525,914.23	\$ 541,691.65	\$ 557,942.40
Building Permit	\$	2,084.20	\$ 3,157.97	\$ 3,238.80	\$ 3,356.84	\$ 3,431.79	\$ 3,508.98
Plan Review	\$	1,354.73	\$ 2,052.68	\$ 2,105.22	\$ 2,181.95	\$ 2,230.66	\$ 2,280.83
<b>Total</b>	<b>\$</b>	<b>3,438.93</b>	<b>\$ 5,210.65</b>	<b>\$ 5,344.02</b>	<b>\$ 5,538.79</b>	<b>\$ 5,662.45</b>	<b>\$ 5,789.81</b>
<b><u>New Apartment</u></b>							
Valuation	\$	2,310,477.69	\$ 3,735,984.44	\$ 3,848,063.97	\$ 3,963,505.89	\$ 4,082,411.07	\$ 4,204,883.40
Building Permit	\$	10,463.99	\$ 15,667.09	\$ 16,076.18	\$ 16,497.55	\$ 16,931.55	\$ 17,378.57
Plan Review	\$	6,801.60	\$ 10,183.61	\$ 10,449.52	\$ 10,723.41	\$ 11,005.51	\$ 11,296.07
<b>Total</b>	<b>\$</b>	<b>17,265.59</b>	<b>\$ 25,850.70</b>	<b>\$ 26,525.70</b>	<b>\$ 27,220.96</b>	<b>\$ 27,937.06</b>	<b>\$ 28,674.64</b>
<b><u>New Commercial</u></b>							
Valuation	\$	26,716,051.02	\$ 43,166,290.08	\$ 44,461,278.78	\$ 45,795,117.15	\$ 47,168,970.66	\$ 48,584,039.78
Building Permit	\$	99,544.34	\$ 159,587.71	\$ 164,314.42	\$ 169,182.93	\$ 174,197.49	\$ 179,362.50
Plan Review	\$	64,703.82	\$ 103,732.01	\$ 106,804.37	\$ 109,968.90	\$ 113,228.37	\$ 116,585.62
<b>Total</b>	<b>\$</b>	<b>164,248.16</b>	<b>\$ 263,319.72</b>	<b>\$ 271,118.79</b>	<b>\$ 279,151.83</b>	<b>\$ 287,425.86</b>	<b>\$ 295,948.12</b>

Building Fee Comparisons

Single Family Residential (2,700 Sq Ft)

Permit Type	Tier?	Marysville	Arlington	Bothell	Everett	Kirkland	Lake Stevens	Lynnwood	Mukilteo
State Building Code Fee - Residential		\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50
State Building Code Fee - Apartment Example		\$42.50	\$42.50	\$42.50	\$42.50	\$42.50	\$42.50	\$42.50	\$42.50
State Building Code Fee - Commercial		\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
Residential - Building Permit Fee Base	\$100,000-500,000	\$993.75	\$1,497.74	\$1,361.00	\$1,202.65	\$1,456.00	\$993.75	\$1,258.89	\$1,262.50
Residential - Building Permit Fee Variable	\$100,000-500,000	\$5.60	\$10.61	\$8.00	\$6.78	\$8.00	\$6.50	\$7.44	\$7.50
Other - Building Permit Fee Base	\$1,000,000+	\$5,680.75	\$8,456.74	\$7,680.00	\$6,789.65	\$8,847.00	\$5,608.75	\$7,423.99	\$7,512.50
Other- Building Permit Fee Variable	\$1,000,000+	\$3.65	\$5.49	\$6.00	\$4.43	\$6.00	\$3.65	\$4.25	\$5.00
Plan Review Fee		65%	65%	65%	65%	65%	65%	65%	65%

Permit Type	Building Type?	Marysville	Arlington	Bothell	Everett	Kirkland	Lake Stevens	Lynnwood	Mukilteo
	Single Family Residential (2,700 Sq Ft)								
State Building Code Fee - Residential	1	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50
State Building Code Fee - Non-Residential	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Building Permit Fee	\$475,299.00	\$3,095.42	\$5,479.66	\$4,363.39	\$3,747.18	\$4,458.39	\$3,433.19	\$4,051.11	\$4,077.24
Plan Review Fee		\$2,012.03	\$3,561.78	\$2,836.20	\$2,435.67	\$2,897.95	\$2,231.58	\$2,633.22	\$2,650.21
<b>Total</b>		\$ 5,113.95	\$ 9,048	\$ 7,206	\$ 6,189	\$ 7,363	\$ 5,671	\$ 6,691	\$ 6,734
% of Property Valuation		1.08%	1.90%	1.52%	1.30%	1.55%	1.19%	1.41%	1.42%

Apartment Building (20 Units, 22,775 Sq Ft)

Permit Type	Tier?	Marysville	Arlington	Bothell	Everett	Kirkland	Lake Stevens	Lynnwood	Mukilteo
State Building Code Fee - Residential		\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50
State Building Code Fee - Apartment Example		\$42.50	\$42.50	\$42.50	\$42.50	\$42.50	\$42.50	\$42.50	\$42.50
State Building Code Fee - Commercial		\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
Residential - Building Permit Fee Base	\$100,000-500,000	\$993.75	\$1,497.74	\$1,361.00	\$1,202.65	\$1,456.00	\$993.75	\$1,258.89	\$1,262.50
Residential - Building Permit Fee Variable	\$100,000-500,000	\$5.60	\$10.61	\$8.00	\$6.78	\$8.00	\$6.50	\$7.44	\$7.50
Other - Building Permit Fee Base	\$1,000,000+	\$5,680.75	\$8,456.74	\$7,680.00	\$6,789.65	\$8,847.00	\$5,608.75	\$7,423.99	\$7,512.50
Other - Building Permit Fee Variable	\$1,000,000+	\$3.65	\$5.49	\$6.00	\$4.43	\$6.00	\$3.65	\$4.25	\$5.00
Plan Review Fee		65%	65%	65%	65%	65%	65%	65%	65%

Permit Type	Building Type?	Marysville	Arlington	Bothell	Everett	Kirkland	Lake Stevens	Lynnwood	Mukilteo
	Apartment Building (20 Units, 22,775 Sq Ft)								
State Building Code Fee - Residential	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
State Building Code Fee - Non-Residential	1	\$42.50	\$42.50	\$42.50	\$42.50	\$42.50	\$42.50	\$42.50	\$42.50
Building Permit Fee	\$3,695,856.44	\$15,520.63	\$23,256.99	\$23,855.14	\$18,732.29	\$25,022.14	\$15,448.63	\$18,881.38	\$20,991.78
Plan Review Fee		\$10,088.41	\$15,117.04	\$15,505.84	\$12,175.99	\$16,264.39	\$10,041.61	\$12,272.90	\$13,644.66
<b>Total</b>		\$ 25,651.53	\$ 38,417	\$ 39,403	\$ 30,951	\$ 41,329	\$ 25,533	\$ 31,197	\$ 34,679
% of Property Valuation		0.69%	1.04%	1.07%	0.84%	1.12%	0.69%	0.84%	0.94%

**Commercial Property (337,026 Sq Ft)**

Permit Type	Tier?	Marysville	Arlington	Bothell	Everett	Kirkland	Lake Stevens	Lynnwood	Mukilteo
State Building Code Fee - Residential		\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50
State Building Code Fee - Apartment Example		\$42.50	\$42.50	\$42.50	\$42.50	\$42.50	\$42.50	\$42.50	\$42.50
State Building Code Fee - Commercial		\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
Residential - Building Permit Fee Base	\$100,000-500,000	\$993.75	\$1,497.74	\$1,361.00	\$1,202.65	\$1,456.00	\$993.75	\$1,258.89	\$1,262.50
Residential - Building Permit Fee Variable	\$100,000-500,000	\$5.60	\$10.61	\$8.00	\$6.78	\$8.00	\$6.50	\$7.44	\$7.50
Other - Building Permit Fee Base	\$1,000,000+	\$5,680.75	\$8,456.74	\$7,680.00	\$6,789.65	\$8,847.00	\$5,608.75	\$7,423.99	\$7,512.50
Other- Building Permit Fee Variable	\$1,000,000+	\$3.65	\$5.49	\$6.00	\$4.43	\$6.00	\$3.65	\$4.25	\$5.00
Plan Review Fee		65%	65%	65%	65%	65%	65%	65%	65%

Permit Type	Building Type?	Marysville	Arlington	Bothell	Everett	Kirkland	Lake Stevens	Lynnwood	Mukilteo
	Commercial Property (337,026 Sq Ft)								
State Building Code Fee - Residential	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
State Building Code Fee - Non-Residential	1	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
Building Permit Fee	\$43,166,290.08	\$159,587.71	\$239,949.67	\$260,677.74	\$193,586.32	\$222,298.45	\$159,515.71	\$146,182.46	\$218,343.95
Plan Review Fee		\$103,732.01	\$155,967.29	\$169,440.53	\$125,831.10	\$144,493.99	\$103,685.21	\$95,018.60	\$141,923.57
<b>Total</b>		\$ 263,344.72	\$ 395,942	\$ 430,143	\$ 319,442	\$ 366,817	\$ 263,226	\$ 241,226	\$ 360,293
% of Property Valuation		0.61%	0.92%	1.00%	0.74%	0.85%	0.61%	0.56%	0.83%



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** September 25, 2023

**SUBMITTED BY:** City Clerk Tina Brock, City Clerk

**ITEM TYPE:** Resolution

**AGENDA SECTION:** **New Business**

**SUBJECT:** Correcting **Resolution** Number for a Resolution approved on September 11, 2023, as Resolution No. 2536, to be Resolution No. 2540

**SUGGESTED ACTION:** Recommended Motion: I move that the Resolution approved on September 11, 2023, as Resolution No. 2536, be renumbered and assigned as Resolution No. 2540

**SUMMARY:**

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**ATTACHMENTS:**  
[Resolution\\_Field\\_Rental\\_Fees\\_Final.pdf](#)  
[Turf\\_Field\\_Rental\\_Comparisons.pdf](#)

CITY OF MARYSVILLE  
Marysville, Washington

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,  
WASHINGTON, ADOPTING RATE INCREASES AT THE STRAWBERRY  
FIELDS AND CEDAR FIELD ATHLETIC FACILITIES.**

WHEREAS, the City operates the Strawberry Fields and the Cedar Field athletic facilities, which facilities may be rented by the public for recreational purposes; and

WHEREAS, current rental rates for the athletic facilities are insufficient to cover maintenance costs; and

WHEREAS, the city wishes to increase the rental rates to offset rising maintenance costs; and

WHEREAS, on July 5, 2023, the Marysville Parks, Culture and Recreation Board voted to approve rate increases for the Strawberry Fields and the Cedar Field athletic facilities, which proposed rates are attached hereto as **Exhibit A**; and

WHEREAS, the proposed rates are comparable to the rental rates of other athletic facilities in the surrounding areas.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE that the proposed rental rates for the Strawberry Fields and the Cedar Field athletic facilities as identified in **Exhibit A** are hereby adopted.

ADOPTED by the City Council at an open public meeting this 11<sup>th</sup> day of September, 2023.

CITY OF MARYSVILLE

By \_\_\_\_\_  
JON NEHRING, MAYOR

Attest:

By \_\_\_\_\_  
TINA BROCK, CITY CLERK



Approved as to form:

By \_\_\_\_\_  
JON WALKER, CITY ATTORNEY

## Turf Field Facility Rental Fees Comparison

Facility	Field Type	Youth- fee per hour	Adult- fee per hour	Lights per hour
Tambark Field- Snohomish County Parks	Multi-Use	Middle School- \$75 High School- \$105	N/A	\$20
Meadowdale- Lynnwood Parks	Sofball and Multi- Use	Softball- \$37 Multi- Use - \$50	Softball- \$50 Multi-Use - \$75	\$25
Mountlake Terrace	Multi-Use- Soccer & Baseball/Softball	\$41	\$61	\$15
Freedom Field- Mill Creek	Multi-Use- Soccer & Baseball/Softball	Priority 1- \$22-\$28 Priority 2- \$50	Priority 1- \$22-\$28 Priority 2- \$65	\$15-\$20
Kasch Park- Everett Parks	Soccer and Multi- Use	Youth Rec- \$50 per hour \$30 per game Youth Competitive-\$55 \$40 per game	\$70 per hour \$45 per game	\$20
Phil Johnson- Everett Parks	Baseball and Softball	Youth Rec- \$50 per hour \$30 per game Youth Competitive-\$55 \$40 per game	\$70 per hour \$45 per game	\$20
Shoreline Park & Twin Ponds Park- Shoreline Parks	Soccer	Non-Proft Resident- \$23/Non-Resident \$33 For-Profit Resident \$35/Non Resident-\$46	Resident- \$79 Non-Resident- \$97	\$28
Marysville School District- MPHS & Getchell	Multi-Use- Soccer & Baseball/Softball	Varies based on organization. Requires 2 hour minimum. \$15-\$150. (Most local organizations such as PSA, MSVL Youth Football, Little League, etc. will pay \$15/hr with a minimum 2 hours making it \$30 at the minimum per use)	Same as Youth	\$36
Lakewood School District	Multi-Use	Varies based on organization. Requires 2 hour minimum and time and a half on holidays, after hours, and weekends. \$15-\$100. *\$25 Turf Replacement Fee per use	Same as Youth	\$20-\$40
<b>Current-Cedar and Strawberry Fields</b>	Baseball/Softball (Turf) and Soccer (Natural Grass)	Currently Requires 2 hour minimum. (\$13 per hour)	Currently Requires 2 hour minimum. (\$15.50 per hour)	Currently Requires 2 hour minimum (\$7 per hour)
<b>Proposed Fees for Cedar and Strawberry Turf Fields</b>	Baseball & Softball and Soccer	\$25	\$30	\$10
<b>Proposed Fees for Strawberry Grass Fields</b>	Soccer	\$15	\$20	\$10

<b>Tournament Fee</b>
\$90-\$125
Softball- \$35 Multi-Use - \$50
N/A
Priority 1 \$35-\$57 Priority 2- \$51-\$72
See game fee. Special Camps/Clinics are \$600 per week with \$75 per each add'l field
See game fee. Special Camps/Clinics are \$600 per week with \$75 per each add'l field
N/A
N/A
N/A
N/A
N/A
N/A
N/A
N/A