



**CITY COUNCIL REGULAR MEETING
MONDAY, JUNE 10, 2024 – 7:00 PM
501 DELTA AVENUE
MARYSVILLE, WA 98270**

AGENDA

To listen to the meeting without providing public comment:

Join Zoom Meeting

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

Or

Dial toll-free US: 888 475 4499

Meeting ID: 862 4630 7568

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Approval of the Agenda

Presentations

- A. Proclamation Declaring June 10, 2024 as Maya Velasquez Day in Marysville
[PROCLAMATION Maya Velasquez Day 2024.pdf](#)
- B. Mayor's Volunteer of the Month
- C. Snohomish County Prosecutor Update: SCPA Jason Cummings

Public Comment

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

Consent

- 1. June 5, 2024 Claims in the Amount of \$719,682.77 Paid by EFT Transactions and Check Numbers 170529 through 170672 with Check Numbers 132984, 135417 and 163576 Voided
[060524.rtf](#)

Review Bids

Public Hearings

New Business

2. An **Ordinance** of the City of Marysville Amending the 2023-2024 Biennial Budget and Providing for the Increase/Decrease of certain expenditure items as budgeted for in Ordinance No. 3239.
Recommended Motion: I move to adopt Ordinance No. _____.
[061024 Budget Amendment Memo.docx](#)
[061024_BA_Ordinance.pdf](#)
3. A **Resolution** of the City Council of the City of Marysville, Washington, delegating authority to the Mayor to settle certain claims against the City.
Recommended Motion: I move to approve Resolution No. _____.
[Resolution claims settlement 6-5-24.pdf](#)
4. Supplemental Agreement No. 3 to the Professional Services Agreement with PH Consulting, LLC for Engineering Design Services associated with the Quiet Zone Project
Recommended Motion: I move to authorize the Mayor to sign and execute Supplemental Agreement No. 3 to the Professional Services Agreement with PH Consulting, LLC for Engineering Design Services associated with the Quiet Zone Project.
[PSA_Supp3_Quiet Zone_Scope and Fee 06-05-24.pdf](#)
5. Emergency Management Performance Grant (E24-336) for Compact Rapid Deployable
Recommended Motion: I move to authorize the Mayor to sign and execute the Emergency Management Performance Grant agreement (E24-336).
[E24-336 22EMPG Reallocation Agreement.pdf](#)
[CRD-Support Document.pdf](#)
6. Marysville Art Grants
Recommended Motion: I move to approve the recommendation from the Marysville Park Board to fund the National Mural Award Project for \$20,000 and the Marysville City Band \$1,600.
[Art Grants application.docx](#)
[Jason_Tetlak-National_Mural_Awards.pdf](#)
[Lia_Blanchard-Marysville_Community_Band.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: June 10, 2024

SUBMITTED BY: Communications Officer Connie Mennie, Executive

ITEM TYPE: Proclamation

AGENDA SECTION: **Presentations**

SUBJECT: Proclamation Declaring June 10, 2024 as Maya Velasquez Day in Marysville

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[PROCLAMATION Maya Velasquez Day 2024.pdf](#)

PROCLAMATION
DECLARING JUNE 10, 2024, AS
MAYA VELASQUEZ DAY IN MARYSVILLE

WHEREAS, when Maya Velasquez, a junior at Marysville Pilchuck High School, entered this track and field season with a personal best high jump record of 4'10", and throughout the season she continuously improved; and

WHEREAS, in April, Velasquez tied for first place with a 5'2" jump at the Eason Invitational, and went on to take first-place honors at the Tomahawk Classic, All City (Marysville), and at the league and district levels, never losing a meet in 2024; and

WHEREAS, at the Class 3A state track and field meet on May 24, Velasquez leaped a new personal best of 5'4" and captured the state championship, becoming the first female state champion in Marysville Pilchuck's 54-year history; and

WHEREAS, Velasquez is only the second state champion in school history regardless of gender, joining Austin Joyner, who won the boys long jump state title in 2014; and

WHEREAS, according to head coach Kris Jensen, "Maya is a very graceful high jumper who doesn't let anything get in her way from winning. She has been fun to watch this year and we are excited to see what next year brings;" and

WHEREAS, this remarkable accomplishment brings pride to the Marysville School District and our city;

NOW, THEREFORE I, JON NEHRING, MAYOR, on behalf of the City Council and our community, do hereby proclaim June 10, 2024, as

MAYA VELASQUEZ DAY

in the City of Marysville. We offer our heartfelt congratulations to this state champion who inspires us all to believe, literally, that the sky's the limit.

Under my hand and seal this tenth day of June, 2024.

THE CITY OF MARYSVILLE

Jon Nehring, Mayor



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 10, 2024

SUBMITTED BY: Executive Services Coordinator Sarah Calvin, Executive

ITEM TYPE: Mayor's Business

AGENDA SECTION: **Presentations**

SUBJECT: Mayor's Volunteer of the Month

SUGGESTED ACTION:

SUMMARY: Presentation of Mayor's Volunteer of the Month Award to Werner (Randy) Randall of Red Curtain Foundation for the Arts.

ATTACHMENTS:



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 10, 2024

SUBMITTED BY: Police Chief Erik Scairpon, Police

ITEM TYPE: Presentation

AGENDA SECTION: **Presentations**

SUBJECT: Snohomish County Prosecutor Update: SCPA Jason Cummings

SUGGESTED ACTION:

SUMMARY: SCPA Jason Cummings will brief the Marysville City Council on budget and staffing conditions that are affecting the Snohomish County Prosecutor's Office.

ATTACHMENTS:



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 10, 2024

SUBMITTED BY: Accounting Technician Shauna Crane, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: June 5, 2024 Claims in the Amount of \$719,682.77 Paid by EFT Transactions and Check Numbers 170529 through 170672 with Check Numbers 132984, 135417 and 163576 Voided

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:

[060524.rtf](#)

CITY OF MARYSVILLE
INVOICE LIST

FOR INVOICES FROM 6/5/2024 TO 6/5/2024

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
170529	REVENUE, DEPT OF	EXCISE TAX - APRIL 2024	RECREATION SERVICES	6.50
	REVENUE, DEPT OF		POLICE ADMINISTRATION	28.49
	REVENUE, DEPT OF		GENERAL FUND	466.76
	REVENUE, DEPT OF		GOLF ADMINISTRATION	809.95
	REVENUE, DEPT OF		WATER/SEWER OPERATION	2,373.92
	REVENUE, DEPT OF		STORM DRAINAGE	9,518.23
	REVENUE, DEPT OF		GOLF COURSE	16,111.93
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	37,084.29
	REVENUE, DEPT OF		UTIL ADMIN	83,871.99
170530	LICENSING, DEPT OF	FIREARMS SECTION MAY 24	INTERGOVERNMENTAL	1,086.00
170531	911 SUPPLY INC.	UNIFORM - GERFIN	POLICE PATROL	54.99
	911 SUPPLY INC.	UNIFORM - GOOLSBY	POLICE INVESTIGATION	54.99
	911 SUPPLY INC.	UNIFORM - VEST FOR JOHNSON J.	COMMUNITY SERVICES UNIT	56.54
	911 SUPPLY INC.	UNIFORM - VEST FOR PALMER	DETENTION & CORRECTION	56.54
	911 SUPPLY INC.	UNIFORM - BURTIS	DETENTION & CORRECTION	79.88
	911 SUPPLY INC.	UNIFORM - FARLEY	PRO ACT TEAM	89.71
	911 SUPPLY INC.	UNIFORM - GOTHARD	COMMUNITY SERVICES UNIT	92.17
	911 SUPPLY INC.	UNIFORM - TAYLOR	PRO ACT TEAM	95.90
	911 SUPPLY INC.	UNIFORM - DELANTY	COMMUNITY SERVICES UNIT	99.02
	911 SUPPLY INC.	UNIFORM - S. SAN MIGUEL	POLICE PATROL	157.80
	911 SUPPLY INC.	UNIFORM - DEPARTMENT	POLICE PATROL	353.00
	911 SUPPLY INC.	PRO-ACT UNIFORMS	PRO ACT TEAM	354.11
	911 SUPPLY INC.	UNIFORM - STOCK	POLICE PATROL	673.22
170532	ABSOLUTE DRYWALL	SUPPLIES	FIRE ADMIN	7,220.40
170533	AIRGAS INC	WELDING SUPPLIES	WASTE WATER TREATMENT	91.15
170534	ALEXANDER PRINTING	BUSINESS CARDS	POLICE PATROL	75.89
	ALEXANDER PRINTING	EVIDENCE PRINT SERVICE	POLICE PATROL	90.69
	ALEXANDER PRINTING	BUSINESS CARDS - ROBERTSON	POLICE ADMINISTRATION	117.30
	ALEXANDER PRINTING	ENVELOPES	ENGR-GENL	129.46
170535	ALPINE PRODUCTS INC	SUPER BAG GLASS BEADS	TRAFFIC CONTROL DEVICES	18,589.25
170536	ANDERSON, KRISTEN	PROTEM SERVICE	MUNICIPAL COURTS	1,665.00
170537	ARROW CONSTRUCTION	CRACK SEAL TRAILER	ROADWAY MAINTENANCE	117.63
	ARROW CONSTRUCTION		ROADWAY MAINTENANCE	267.92
	ARROW CONSTRUCTION	CRAFTCO DETACK 5 GALLON PAIL	ROADWAY MAINTENANCE	1,033.06
170538	BENNETT, RHANDI	REFUND - CANVAS ART	PARKS-RECREATION	20.00
170539	BERGER PARTNERSHIP	PROFESSIONAL SERVICE	GMA-PARKS	18,763.63
170540	BERNALDO, SHARON	REFUND - POKEMON LEGO	PARKS-RECREATION	178.00
	BERNALDO, SHARON	REFUND - ROBO CAMP	PARKS-RECREATION	179.00
170541	BHC CONSULTANTS	PROFESSIONAL SERVICE	SEWER CAPITAL PROJECTS	3,978.75
	BHC CONSULTANTS		SEWER CAPITAL PROJECTS	4,493.75
170542	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	3,554.32
170543	BOB BARKER COMPANY	JAIL SUPPLIES	DETENTION & CORRECTION	413.52
170544	BYERS, GARY & PATRICIA	UB REFUND	WATER/SEWER OPERATION	333.58
170545	C R HARNDEN CO INC	TREE REPLACEMENT	ROADSIDE VEGETATION	1,694.03
170546	CALIFORNIA, STATE OF	UNCLAIMED PROPERTY	WATER/SEWER OPERATION	9.61
	CALIFORNIA, STATE OF		WATER/SEWER OPERATION	23.86
170547	CASCADE COLUMBIA	POLY ALUMINUM CHLORIDE	WASTE WATER TREATMENT	17,781.88
170548	CASPER, ADAM	UB REFUND	WATER/SEWER OPERATION	632.47
170549	CHEMTEK INC	ORGANIC ASPHALT REMOVER	ROADWAY MAINTENANCE	480.23
170550	CLEAN SPOT CAR WASH	REFUND - BUSINESS LICENSE	GENL FUND BUS LIC &	65.00
170551	CLOSE, BONNIE	REIMBURSEMENT	GENERAL	22.25
170552	CML SECURITY, LLC	SECURITY SERVICE REPAIR	DETENTION & CORRECTION	82.04
	CML SECURITY, LLC	REPAIRS - JAIL	DETENTION & CORRECTION	90.00
170553	COMCAST	ACCT #8498310021752089	COMPUTER SERVICES	599.46
170554	COOKE, STEVEN	REFUND - BUSINESS LICENSE	GENL FUND BUS LIC &	65.009

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 6/5/2024 TO 6/5/2024

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
170555	COOP SUPPLY	REPLACEMENT LOCK PIN	SEWER LIFT STATION	16.39
170556	CORAL SALES COMPANY	REPLACEMENT PARTS	TRANSPORTATION	10,342.95
170557	CORE & MAIN LP	BLUE MONSTER TAPE	WATER SERVICES	54.70
	CORE & MAIN LP	CONCRETE BRICK	WATER CAPITAL PROJECTS	750.16
	CORE & MAIN LP	PROCODER METER PIT	WATER SERVICES	2,521.25
	CORE & MAIN LP	FIRE HYDRANT REPLACEMENT	WATER CAPITAL PROJECTS	5,002.05
	CORE & MAIN LP	PROCODER METER PIT	METER READING	8,739.15
170558	CORRECTIONS, DEPT OF	INMATE PAY	WATER RESERVOIRS	89.23
	CORRECTIONS, DEPT OF		PARK & RECREATION FAC	289.26
	CORRECTIONS, DEPT OF		ROADSIDE VEGETATION	321.36
170559	CUZ CONCRETE PROD	CONCRETE CATCH BASIN	ROADWAY MAINTENANCE	141.98
170560	DELL	DELL MONITORS	IS REPLACEMENT ACCOUNTS	778.62
	DELL		POLICE INVESTIGATION	2,350.00
170561	DICKS TOWING	TOWING 24-25263	POLICE PATROL	77.54
	DICKS TOWING	TOWING 24-25357	POLICE PATROL	77.54
	DICKS TOWING	TOWING 24-25548	POLICE PATROL	77.54
	DICKS TOWING	TOWING 24-25775	POLICE PATROL	77.54
	DICKS TOWING	TOWING 24-26186	POLICE PATROL	77.54
	DICKS TOWING	TOWING 24-26801	POLICE PATROL	77.54
	DICKS TOWING		POLICE PATROL	77.54
	DICKS TOWING	TOWING BWL 3473	POLICE PATROL	77.54
170562	DLT SOLUTIONS	SECURITY MAINTENANCE RENEWAL	COMPUTER SERVICES	226.84
170563	DMH INDUSTRIAL	HYDROMANTIC SUB PUMP	SEWER LIFT STATION	2,156.24
170564	DUNLAP INDUSTRIAL	TURN BUCKLE, ANCH SHACKLE	SEWER LIFT STATION	79.17
170565	E&E LUMBER	PLUGS	ROADWAY MAINTENANCE	2.99
	E&E LUMBER	CLEAR BIG STRETCH CHALK	PARK & RECREATION FAC	7.49
	E&E LUMBER	PARACORD	SEWER LIFT STATION	10.93
	E&E LUMBER	PVC CEMENT PHILLIP	SUNNYSIDE FILTRATION	18.96
	E&E LUMBER	PVC PIPE, PLUG	PUMPING PLANT	19.44
	E&E LUMBER	PLYWOOD	GMA-PARKS	45.63
	E&E LUMBER	SUPPLIES	WATER CAPITAL PROJECTS	73.42
170566	EAST JORDAN IRON WOR	STOCK IRON	ROADWAY MAINTENANCE	157.05
170567	ELECTRONIC BUSINESS	GIS PLOTTER SUPPLIES	GIS SERVICES IS	38.29
170568	ELSNER, SUZANNE	REIMBURSEMENT - TRAVEL	MUNICIPAL COURTS	408.56
170569	ENTERPRISE RENTAL	TRAVEL	POLICE PATROL	401.21
170570	EVERETT, CITY OF	ANIMALS AT THE SHELTER	COMMUNITY SERVICES UNIT	4,815.00
170571	FERGUSON ENTERPRISES	SUMP PUMP	WATER CAPITAL PROJECTS	269.87
170572	FERRELLGAS	GAS TANK REFILL	ROADWAY MAINTENANCE	66.08
	FERRELLGAS		TRAFFIC CONTROL DEVICES	66.08
170573	FITZGERALD, AMBER	REFUND - JENNINGS BARN	PARKS-RECREATION	70.00
170574	FOOT WORKS	INSTRUCTOR PAYMENT	RECREATION SERVICES	280.00
170575	GEOTEST SERVICES INC	PROFESSIONAL SERVICE	GMA - STREET	3,733.80
170576	GEOTEST SERVICES INC		ROADWAY MAINTENANCE	1,286.25
170577	GONZALEZ, KAETI	UB REFUND	WATER/SEWER OPERATION	27.98
170578	GOVCONNECTION INC	SHORT PAID INVOICE 75120418	COMPUTER SERVICES	20.00
170579	GRAHAM, JEFFREY M &	UB REFUND	WATER/SEWER OPERATION	41.48
170580	GRAINGER	BUFFER SOLUTION, TUBE, PIPE CLAMP	WATER FILTRATION PLANT	203.04
	GRAINGER	PORTABLE BATTERY CHARGER	SEWER LIFT STATION	728.77
170581	GRANITE CONST	ASPHALT	ROADWAY MAINTENANCE	274.66
	GRANITE CONST		ROADWAY MAINTENANCE	439.60
170582	HAZEN, DANIEL EDWARD	CHAPLAIN STIPEND	POLICE ADMINISTRATION	750.00
	HAZEN, DANIEL EDWARD		POLICE ADMINISTRATION	750.00
170583	HD FOWLER COMPANY	SWING JOING HUNTER	PARK & RECREATION FAC	68.14
	HD FOWLER COMPANY	PVC ELBOW	WASTE WATER TREATMENT	88.57

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170583	HD FOWLER COMPANY	PVC HAND PUMP	PARK & RECREATION FAC	108.19
	HD FOWLER COMPANY	BRASS BUSHING, TAPE, COUPLING	PARK & RECREATION FAC	164.87
	HD FOWLER COMPANY	GAUGE LIQUID CONNECTION	WATER DIST MAINS	264.85
	HD FOWLER COMPANY	WHITE MARKING PAINT	ROADWAY MAINTENANCE	542.80
170584	HDR ENGINEERING	PROFESSIONAL SERVICE	GMA - STREET	1,862.91
	HDR ENGINEERING		GMA - STREET	2,027.68
170585	HERC RENTALS INC	COMPACT TRACK LOADER RENTAL	PARK & RECREATION FAC	824.88
170586	HERRERA ENVIRO	PROFESSIONAL SERVICE	GMA-PARKS	16,461.47
170587	HIGH, HAROLD P	UB REFUND	WATER/SEWER OPERATION	190.40
170588	HON COMPANY	FURNITURE WARDROBE	POLICE INVESTIGATION	1,354.48
	HON COMPANY	FURNITURE	POLICE INVESTIGATION	4,273.23
170589	HORNUNG, CHRIS	MPA CONFERENCE 2024	PROBATION	244.20
	HORNUNG, CHRIS	REIMBURSEMENT MILEAGE, PARKING	PROBATION	912.44
170590	HUTCHISON LAW, LLC	CONFLICT COUNSEL	PUBLIC DEFENSE	450.00
	HUTCHISON LAW, LLC	ANNUAL STIPEND PER PSA	PUBLIC DEFENSE	1,000.00
170591	INTRADO LIFE & SAFET	E911 SERVICE	COMPUTER SERVICES	519.65
170592	ITSAVVY LLC	SERVER ROOM MONITORING SYSTEM	IS REPLACEMENT ACCOUNTS	1,062.32
170593	J. THAYER COMPANY	PEN	WATER DIST MAINS	23.96
	J. THAYER COMPANY	OFFICE SUPPLIES	WATER DIST MAINS	185.75
170594	JACOBSON, ELLIOT	REIMBURSEMENT - TRAVEL	COMPUTER SERVICES	980.76
170595	JOHN DEERE CORP	REPLACEMENT MOWER #W016	EQUIPMENT RENTAL	27,094.02
	JOHN DEERE CORP	REPLACEMENT MOWER #W015	EQUIPMENT RENTAL	28,295.47
170596	JUDGE, SATNAM	UB REFUND	WATER/SEWER OPERATION	194.15
170597	KAISER, WILL	REIMBURSEMENT - TRAVEL	COMPUTER SERVICES	1,574.12
170598	KANEHEN, GREGORY	CHAPLAIN STIPEND	POLICE ADMINISTRATION	750.00
170599	KBHPNW LLC	UB REFUND	WATER/SEWER OPERATION	109.76
170600	KBHPNW LLC	UB REFUND	WATER/SEWER OPERATION	445.12
170601	KBHPNW LLC	UB REFUND	WATER/SEWER OPERATION	427.62
170602	LASTING IMPRESSIONS	HAT EMBROIDERED WITH LOGO	GENERAL	2,229.08
170603	LAUTS INC	APRIL BOX RENT	GMA-PARKS	55.79
	LAUTS INC	RECYCLING	GMA-PARKS	2,016.25
170604	LEBOW, LINDA	REFUND - PITCH PERFECT	PARKS-RECREATION	87.00
170605	LEXISNEXIS RISK	INVESTIGATIVE TOOL	POLICE INVESTIGATION	206.10
170606	LIBERTY TIRE RECY	TIRE DISPOSALS	ROADSIDE VEGETATION	927.32
	LIBERTY TIRE RECY	CLEAN SWEEP TIRE DISPOSAL 2024	PROTECTIVE INSPECTIONS	1,301.43
170607	LOUANGPHAKY, RILEE	REIMBURSEMENT - SNACKS FOR EVENT	COMMUNITY EVENTS	19.85
170608	LOWES HIW INC	SUPPLIES	HYDRANTS	269.29
170609	LTI, INC.	SNOW AND ICE SALT SUPPLY	SNOW & ICE REMOVAL	13,888.85
170610	MARYSVILLE, CITY OF	4123 71 ST NE	SUNNYSIDE FILTRATION	124.13
	MARYSVILLE, CITY OF	4202 59 DR NE	PARK & RECREATION FAC	198.54
	MARYSVILLE, CITY OF	4020 71 AVE NE	SUNNYSIDE FILTRATION	313.30
170611	MCLOUGHLIN & EARDLEY	ED STROBES	ER&R	569.29
170612	MIZELL, TARA	AWC CONFERENCE	RECREATION SERVICES	156.35
170613	NAPA AUTO PARTS	AIR/OIL/FUEL FILTERS	ER&R	124.27
170614	OATES, DEREK	MACHINE RENTALS	POLICE PATROL	42.33
170615	OROURKE, TIM	UB REFUND 1064 CEDAR AVE	WATER/SEWER OPERATION	672.57
170616	OTAK	PROFESSIONAL SERVICE	GMA - STREET	12,620.67
170617	OXBLUE LLC	LEASE - CAMERA SERVICE CONTRACT	SURFACE WATER CAPITAL	586.41
170618	PACIFIC POWER BATTER	BATTERIES	IS REPLACEMENT ACCOUNTS	351.83
170619	PALAMERICAN SECURITY	SECURITY SERVICE	MUNICIPAL COURTS	-127.75
	PALAMERICAN SECURITY		PROBATION	-127.75
	PALAMERICAN SECURITY		PROBATION	1,265.50
	PALAMERICAN SECURITY		MUNICIPAL COURTS	3,796.50
170620	PANDHER, SUKHMINDER	UB REFUND	WATER/SEWER OPERATION	45.25
170621	PAPE MACHINERY	FUEL FILTERS	ER&R	254.11

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170622	PARAMETRIX	PROFESSIONAL SERVICE	SURFACE WATER CAPITAL	13,845.40
170623	PAYAD, KRISTAL	REFUND - TENNIS	PARKS-RECREATION	50.00
	PAYAD, KRISTAL		PARKS-RECREATION	50.00
170624	PEACE OF MIND	PLANNING COMMISSION MINUTES	COMMUNITY	177.60
170625	PENA, REBECA	REFUND - CANVAS ART	PARKS-RECREATION	20.00
170626	PGC INTERBAY LLC	REIMBURSEMENT - GOLF	PRO-SHOP	110.00
	PGC INTERBAY LLC		PRO-SHOP	142.72
	PGC INTERBAY LLC		PRO-SHOP	171.81
	PGC INTERBAY LLC		PRO-SHOP	173.10
	PGC INTERBAY LLC		PRO-SHOP	174.65
	PGC INTERBAY LLC		MAINTENANCE	186.54
	PGC INTERBAY LLC		MAINTENANCE	453.46
	PGC INTERBAY LLC		PRO-SHOP	471.84
	PGC INTERBAY LLC		GOLF ADMINISTRATION	661.76
	PGC INTERBAY LLC		PRO-SHOP	1,371.00
	PGC INTERBAY LLC		MAINTENANCE	1,432.19
	PGC INTERBAY LLC		PRO-SHOP	1,668.14
	PGC INTERBAY LLC		MAINTENANCE	2,101.38
	PGC INTERBAY LLC		MAINTENANCE	2,195.22
	PGC INTERBAY LLC		MAINTENANCE	5,733.22
	PGC INTERBAY LLC		MAINTENANCE	5,852.44
	PGC INTERBAY LLC		GOLF COURSE	9,468.36
	PGC INTERBAY LLC		MAINTENANCE	11,339.14
170627	PLATT ELECTRIC	PVC JBOX	GMA-PARKS	18.96
	PLATT ELECTRIC	BOXES	GMA-PARKS	219.02
170628	PLOWLINE PUBLISHING	REFUND - CULTURAL FESTIVAL	PARKS-RECREATION	15.00
170629	POLICE & SHERIFFS PR	ID CARDS	GENERAL FUND	-1.66
	POLICE & SHERIFFS PR	WALTERS - UNIFORM	GENERAL FUND	-1.66
	POLICE & SHERIFFS PR	ID CARD	GENERAL FUND	-1.65
	POLICE & SHERIFFS PR		POLICE PATROL	19.25
	POLICE & SHERIFFS PR	ID CARDS	POLICE PATROL	19.26
	POLICE & SHERIFFS PR	WALTERS - UNIFORM	POLICE PATROL	19.26
170630	PREMIER GOLF CENTERS	MANAGEMENT SERVICE - GOLF	GOLF ADMINISTRATION	10,688.96
170631	PUBLIC SAFETY PSYCHO	PRE-EMPLOYMENT SCREENING	POLICE ADMINISTRATION	855.00
170632	PUD	ACCT #202177861	PUMPING PLANT	31.90
	PUD	ACCT #202791166	PUMPING PLANT	35.54
	PUD	ACCT #200998532	PARK & RECREATION FAC	36.96
	PUD	ACCT #204933311	PUMPING PLANT	36.96
	PUD	ACCT #202220760	GOLF ADMINISTRATION	39.27
	PUD	ACCT #222871949	PARK & RECREATION FAC	39.27
	PUD	ACCT #201610185	TRANSPORTATION	45.12
	PUD	ACCT #201380995	PUMPING PLANT	46.86
	PUD	ACCT #202178158	SEWER LIFT STATION	52.97
	PUD	ACCT #202140489	TRANSPORTATION	56.46
	PUD	ACCT #202368536	TRANSPORTATION	57.40
	PUD	ACCT #202102190	TRANSPORTATION	62.98
	PUD	ACCT #220153100	TRANSPORTATION	68.45
	PUD	ACCT #220339238	TRAFFIC CONTROL DEVICES	76.65
	PUD	ACCT #202183679	TRANSPORTATION	79.36
	PUD	ACCT #220298624	STREET LIGHTING	80.92
	PUD	ACCT #200869303	TRANSPORTATION	81.02
	PUD	ACCT #201670890	TRANSPORTATION	92.46
	PUD	ACCT #202490637	SEWER LIFT STATION	116.72
	PUD	ACCT #202572327	STREET LIGHTING	117.82

CITY OF MARYSVILLE
INVOICE LIST

FOR INVOICES FROM 6/5/2024 TO 6/5/2024

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
170632	PUD	ACCT #202294336	STREET LIGHTING	121.63
	PUD	ACCT #202689105	WASTE WATER TREATMENT	121.63
	PUD	ACCT #202030078	TRANSPORTATION	139.71
	PUD	ACCT #202368197	PUMPING PLANT	152.68
	PUD	ACCT #220731285	STREET LIGHTING	160.85
	PUD	ACCT #200084150	TRANSPORTATION	175.59
	PUD	ACCT #221100092	GMA - STREET	223.66
	PUD	ACCT #222592917	PARK & RECREATION FAC	224.12
	PUD	ACCT #200164598	SOURCE OF SUPPLY	402.46
	PUD	ACCT #201639630	GOLF ADMINISTRATION	651.58
	PUD	ACCT #202689287	WASTE WATER TREATMENT	920.07
	PUD	ACCT #223505728	PUBLIC SAFETY BLDG	1,094.60
	PUD	ACCT #200303477	WATER FILTRATION PLANT	2,348.75
	PUD	ACCT #201577921	PUMPING PLANT	5,704.15
170633	RAMO DEVELOPMENT	HYDRANT METER RENTAL, FEES	WATER-UTILITIES/ENVIRONMN	-100.00
	RAMO DEVELOPMENT		WATER/SEWER OPERATION	1,150.00
170634	REECE TRUCKING	DUMP SOD	ROADSIDE VEGETATION	212.80
	REECE TRUCKING	CONCRETE/SOD DUMP	SIDEWALK MAINTENANCE	470.04
170635	REHAUME, AUBREE	UB REFUND	WATER/SEWER OPERATION	27.13
170636	RH2 ENGINEERING INC	PROFESSIONAL SERVICE	SEWER CAPITAL PROJECTS	589.27
	RH2 ENGINEERING INC		SEWER CAPITAL PROJECTS	742.87
	RH2 ENGINEERING INC		WATER CAPITAL PROJECTS	2,007.46
170637	ROBINSON, HEATHER	REFUND - CANVAS ART	PARKS-RECREATION	20.00
170638	ROSSNAGLE, BROOKE	REFUND - YOGA	PARKS-RECREATION	20.00
170639	ROTH, JERAMIE	REIMBURSEMENT	PERSONNEL ADMINISTRATION	155.41
170640	RUMSEY, SUE	CONSERVATION REBATE	UTIL ADMIN	50.00
170641	SANDERS, ERIK & REBE	UB REFUND	GARBAGE	408.72
170642	SHELLBACK TACTICAL	UNIFORM - ARMOR PLATES	POLICE PATROL	6,360.22
170643	SHERWIN WILLIAMS	TRAY LINERS	ROADSIDE VEGETATION	7.43
170644	SHI INTERNATIONAL	ADOBE PRO LICENSES	COMPUTER SERVICES	90.12
170645	SIEMENS INDUSTRY, IN	CLAMP - FS230/FS210	WATER CAPITAL PROJECTS	13,270.22
170646	SINGH, AMANDEEP	UB REFUND	GARBAGE	42.14
170647	SKAGIT SHOOTING RANG	RANGE RENTALS	POLICE TRAINING-FIREARMS	298.65
	SKAGIT SHOOTING RANG		POLICE TRAINING-FIREARMS	335.79
170648	SNO CO TREASURER	INMATE HOUSING	DETENTION & CORRECTION	64,103.54
170649	SOLID WASTE SYSTEMS	PROXIMITY SWITCHES	ER&R	1,149.68
170650	SOUND PUBLISHING	NOA EVERETT HERALD ADVERTISING	COMMUNITY	86.12
170651	SOUND SAFETY	UNIFORM - CALLAHAN	UTIL ADMIN	162.85
	SOUND SAFETY	UNIFORM - PALITZ	UTIL ADMIN	412.08
	SOUND SAFETY	UNIFORM - GESSNER	UTIL ADMIN	573.77
170652	SPRINGBROOK NURSERY	TOPSOIL	GMA-PARKS	20.77
	SPRINGBROOK NURSERY	BRUSH DUMP	GMA-PARKS	32.00
	SPRINGBROOK NURSERY	BRUSH DUMP, TOPSOIL	GMA-PARKS	54.66
	SPRINGBROOK NURSERY	GRAVEL	GMA-PARKS	65.27
	SPRINGBROOK NURSERY		GMA-PARKS	65.27
	SPRINGBROOK NURSERY		GMA-PARKS	65.27
	SPRINGBROOK NURSERY		GMA-PARKS	65.28
	SPRINGBROOK NURSERY		GMA-PARKS	130.55
	SPRINGBROOK NURSERY		GMA-PARKS	163.19
170653	STARCHASE LLC	EQUIPMENT FOR VEHICLES	POLICE PATROL	102,954.15
170654	STATE PATROL	FINGERPRINT ID SERVICE	INTERGOVERNMENTAL	251.75
170655	STRICKLAND, JAMES	MEDICATION CO-PAY	DETENTION & CORRECTION	5.74
170656	SUNBELT RENTALS	REIMBURSEMENT - CLAIM	RISK MANAGEMENT	4,293.95
170657	SUPERIOR RESTROOMS	SERVICE ON RESTROOM RENTAL	WATER DIST MAINS	71.11
	SUPERIOR RESTROOMS		ROADSIDE VEGETATION	142.13

CITY OF MARYSVILLE
INVOICE LIST

FOR INVOICES FROM 6/5/2024 TO 6/5/2024

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
	SUPERIOR RESTROOMS		PARK & RECREATION FAC	641.62
	SUPERIOR RESTROOMS		PARK & RECREATION FAC	783.84
170658	TAYLOR-EDWARDS, JESSI	REFUND - YOGA	PARKS-RECREATION	10.00
170659	TER-VEEN, WILLIAM RO	UB REFUND	WATER/SEWER OPERATION	76.50
170660	THE HAPPY TEACHER	INSTRUCTOR PAYMENT	RECREATION SERVICES	247.80
170661	TOTURA, KASONDRA	UB REFUND	WATER/SEWER OPERATION	219.93
170662	TRAFFIC SAFETY SUPPL	POLE SLUG PUNCH	TRANSPORTATION	410.25
170663	TRANSPORTATION, DEPT	PROJECT COSTS - APRIL 2024	GMA - STREET	134.60
170664	TRANSPORTATION, DEPT	PROJECT COSTS - MARCH 2024	GMA - STREET	779.98
170665	TRUE NORTH EQUIPMENT	SLIDE TRACK BEARINGS	ER&R	1,393.20
170666	TYLER TECHNOLOGIES	SUPPORT/UPDATE LICENSING	COMPUTER SERVICES	2,520.11
170667	ULINE	JAIL SUPPLIES	DETENTION & CORRECTION	824.54
170668	USA BLUEBOOK	TURBIDITY, CHLORINE REAGENT	SUNNYSIDE FILTRATION	562.50
	USA BLUEBOOK	CHLORINE SENSOR	SUNNYSIDE FILTRATION	1,585.17
	USA BLUEBOOK	FREE CHLORINE SENSOR	SUNNYSIDE FILTRATION	1,585.17
170669	VERIZON	AMR LINES	METER READING	462.37
170670	WETLAND RESOURCES	CRITICAL AREA STUDY	GMA-PARKS	525.00
170671	WHITE CAP CONSTRUCT	REPAIR JET SET	ROADWAY MAINTENANCE	116.38
	WHITE CAP CONSTRUCT		ROADWAY MAINTENANCE	232.76
	WHITE CAP CONSTRUCT	WATERPROOFING MULTICOATED	WATER CAPITAL PROJECTS	296.90
	WHITE CAP CONSTRUCT	BOTTLED WATER	MAINT OF GENL PLANT	917.12
170672	ZIPLY FIBER	ACCT #3606512517	STREET LIGHTING	65.05
	ZIPLY FIBER	ACCT #3606577108	STREET LIGHTING	71.23
	ZIPLY FIBER	ACCT #3606596212	MAINT OF GENL PLANT	71.67
	ZIPLY FIBER	ACCT# 3606515087	PARK & RECREATION FAC	77.22
	ZIPLY FIBER	ACCT #3606594398	PUBLIC SAFETY BLDG	128.68
	ZIPLY FIBER	ACCT #3606534028	CITY HALL	134.93
	ZIPLY FIBER	ACCT #3606519123	WATER FILTRATION PLANT	135.04

WARRANT TOTAL: 719,721.98

JAMES STRICKLAND	163576	VOID	CHECK LOST/DAMAGED	\$5.74
MICHAEL & CHANDRA SLOAN	132984	VOID	UNCLAIMED PROPERTY	\$9.61
JENNIFER E BROWN	135417	VOID	UNCLAIMED PROPERTY	\$23.86

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

WARRANT TOTAL: \$719,682.77



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 10, 2024

SUBMITTED BY: Jennifer Ferrer-Santa Ines, Finance

ITEM TYPE: Discussion Item

AGENDA SECTION: **New Business**

SUBJECT: An **Ordinance** of the City of Marysville Amending the 2023-2024 Biennial Budget and Providing for the Increase/Decrease of certain expenditure items as budgeted for in Ordinance No. 3239.

SUGGESTED ACTION: Recommended Motion: I move to adopt Ordinance No. _____.

SUMMARY: The salary grids have been updated and require Council approval.

ATTACHMENTS:

[061024 Budget Amendment Memo.docx](#)
[061024_BA_Ordinance.pdf](#)



MARYSVILLE
FINANCE

TO: Mayor and City Council

FROM: Jennifer Ferrer-Santa Ines, Finance Director

DATE: June 10, 2024

RE: June 2024 Budget Amendment Memo

This budget ordinance provides for course corrections based on new information for the 2023 budget year that was not known at the time of budget adoption. Staff routinely brings budget amendments to be transparent and accountable.

A budget amendment is a recurring budget process step; staff accumulates new information anticipating to bring adjustments of this type to council on an approximately quarterly basis and is typically for one of four reasons:

- 1) New additional revenue makes it possible to approve additional related expenses,
- 2) Prior-year budgeted obligations need to be rolled forward to match disbursement in the current year, if not yet disbursed by February 2nd,
- 3) Accumulated fund balances can be appropriated, and
- 4) Corrections or changes between funds.
- 5) Salary grid updates

This amendment includes an updated salary grid with the following modifications as noted below.

Summary of changes:

Grade N110, add Community Support Aide, currently a part-time temporary position transitioning to full-time regular

Grade M116, new position IT Analyst Supervisor, replaces existing Grade N114 Systems & Database Analyst

Grade M118, replace Engineering Services Manager with Grade M119 Development Services Manager

Grade M119, new Capital Engineering Manager Title replaces Grade M120 Assistant City Engineer

Grades M124 to M130, update to minimum pay step and add steps to each grid

(360) 363-8000

Civic Center
501 Delta Ave
Marysville, WA 98270

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

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

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

Section 1. Since the adoption of the 2023-2024 budget by the City Council on November 28, 2022, it has been determined that the interests of the residents of the City of Marysville may best be served by the increase of certain expenditures in the 2023-2024 budget.

Section 2. Since the adoption of the 2023-2024 budget and in accordance with MMC 2.50.030, the 2023-2024 biennial budget hereby directs that City employees shall be compensated in accordance with the established pay classifications and grades or ranges attached hereto and contained in Exhibit "A".

Section 3. Except as provided herein, all other provisions of Ordinance No. 3239 shall remain in full force and effect, unchanged.

Section 4. Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

Section 5. Effective date. This ordinance shall become effective five days after the date of its publication by summary.

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

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

ATTEST:

By _____
CHARI TABER, DEPUTY CITY CLERK

Approved as to form:

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY

Effective Date: _____
(5 days after publication)

EXHIBIT A – 2023-2024 Compensation Grids

CITY OF MARYSVILLE MANAGEMENT PAY GRID 2024 5% Increase

PAY CODE	TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	
M112	No Position	\$ 84,317 \$ 40.54	\$ 86,853 \$ 41.76	\$ 89,435 \$ 43.00	\$ 92,113 \$ 44.29	\$ 94,912 \$ 45.63	\$ 97,733 \$ 46.99	\$100,675 \$ 48.40	\$103,210 \$ 49.62	\$105,768 \$ 50.85	Annual Hourly
M113	Athletic Supervisor Cultural Arts Supervisor Recreation Supervisor Utility Billing Supervisor Police Records Supervisor	\$ 91,899 \$ 44.18	\$ 94,648 \$ 45.50	\$ 97,519 \$ 46.88	\$100,412 \$ 48.27	\$103,448 \$ 49.73	\$106,558 \$ 51.23	\$109,739 \$ 52.76	\$112,488 \$ 54.08	\$115,287 \$ 55.43	Annual Hourly
M114	HR Business Partner Senior Financial Analyst Management Analyst Prosecutor I	\$ 98,666 \$ 47.44	\$101,632 \$ 48.86	\$104,692 \$ 50.33	\$107,800 \$ 51.83	\$111,054 \$ 53.39	\$114,378 \$ 54.99	\$117,845 \$ 56.66	\$120,763 \$ 58.06	\$123,775 \$ 59.51	Annual Hourly
M115	Administrative Services Supervisor Fleet and Facilities Supervisor IT Services Supervisor Assistant Court Administrator	\$105,601 \$ 50.77	\$108,735 \$ 52.28	\$112,010 \$ 53.85	\$115,381 \$ 55.47	\$118,850 \$ 57.14	\$122,413 \$ 58.85	\$126,096 \$ 60.62	\$129,204 \$ 62.12	\$132,431 \$ 63.67	Annual Hourly
M116	Parks Maintenance Supervisor Prosecutor II Solid Waste Supervisor Storm/Sewer Supervisor Street Supervisor Water Utility Supervisor Water Quality Supervisor Water Resource Supervisor Safety Manager Legal Services Manager Emergency Preparedness Manager GIS Manager Principal Planner IT Analyst Supervisor	\$112,991 \$ 54.32	\$116,362 \$ 55.94	\$119,853 \$ 57.62	\$123,441 \$ 59.35	\$127,148 \$ 61.13	\$130,973 \$ 62.97	\$134,896 \$ 64.85	\$138,266 \$ 66.47	\$141,710 \$ 68.13	Annual Hourly
M117	Building Official Financial Operations Manager Financial Planning Manager Planning Manager Senior Project Engineer IT Operations Supervisor Human Resources Program Manager Communications Manager	\$118,609 \$ 57.02	\$122,174 \$ 58.74	\$125,832 \$ 60.50	\$129,610 \$ 62.31	\$133,533 \$ 64.20	\$137,502 \$ 66.11	\$141,638 \$ 68.10	\$145,178 \$ 69.80	\$148,813 \$ 71.54	Annual Hourly
M118	Engineering Services Manager Senior Project Manager Public Works Services Manager Traffic Engineering Manager	\$124,565 \$ 59.89	\$128,271 \$ 61.67	\$132,122 \$ 63.52	\$136,091 \$ 65.43	\$140,204 \$ 67.41	\$144,389 \$ 69.42	\$148,717 \$ 71.50	\$152,447 \$ 73.29	\$156,251 \$ 75.12	Annual Hourly
M119	Assistant Parks Director Storm and Wastewater Utility Manager Water Utility Manager Transportation and Parks Maintenance Manager Court Administrator Lead Prosecutor Development Services Manager Capital Engineering Manager	\$130,782 \$ 62.88	\$134,703 \$ 64.76	\$138,746 \$ 66.70	\$142,906 \$ 68.70	\$147,186 \$ 70.76	\$151,612 \$ 72.89	\$156,154 \$ 75.07	\$160,053 \$ 76.95	\$164,069 \$ 78.88	Annual Hourly
M120	Assistant City Engineer Economic Development Manager	\$137,310 \$ 66.01	\$141,423 \$ 67.99	\$145,656 \$ 70.03	\$150,056 \$ 72.14	\$154,553 \$ 74.30	\$159,192 \$ 76.53	\$163,973 \$ 78.83	\$168,063 \$ 80.80	\$172,270 \$ 82.82	Annual Hourly
M121	No Position	\$144,197 \$ 69.33	\$148,526 \$ 71.41	\$152,949 \$ 73.53	\$157,541 \$ 75.74	\$162,275 \$ 78.02	\$167,154 \$ 80.36	\$172,177 \$ 82.78	\$176,456 \$ 84.83	\$180,856 \$ 86.95	Annual Hourly
M122	Assistant Public Works Director/City Engineer Deputy City Attorney	\$151,395 \$ 72.79	\$155,915 \$ 74.96	\$160,602 \$ 77.21	\$165,457 \$ 79.55	\$170,407 \$ 81.93	\$175,500 \$ 84.38	\$180,762 \$ 86.90	\$185,304 \$ 89.09	\$189,920 \$ 91.31	Annual Hourly
M123	Assistant Police Chief	\$166,532 \$ 80.06	\$171,529 \$ 82.47	\$176,672 \$ 84.94	\$181,980 \$ 87.49	\$187,408 \$ 90.10	\$193,052 \$ 92.81	\$198,840 \$ 95.60	\$203,813 \$ 97.99	\$208,907 \$ 100.44	Annual Hourly
M124	Community Development Director Parks Director IS Director HR Director	\$ 178,401 \$ 85.77	\$183,753 \$ 88.34	\$189,266 \$ 90.99	\$194,944 \$ 93.72	\$200,792 \$ 96.53	\$206,816 \$ 99.43	\$213,020 \$ 102.41	\$218,346 \$ 104.97	\$ 223,804 \$ 107.60	Annual Hourly
M125	Finance Director	\$187,323 \$ 90.06	\$192,943 \$ 92.76	\$198,731 \$ 95.54	\$204,693 \$ 98.41	\$210,834 \$ 101.36	\$217,159 \$ 104.40	\$223,673 \$ 107.54	\$229,265 \$ 110.22	\$ 234,997 \$ 112.98	Annual Hourly
M126	Police Chief City Attorney Public Works Director	\$196,701 \$ 94.57	\$202,602 \$ 97.40	\$208,680 \$ 100.33	\$214,940 \$ 103.34	\$221,389 \$ 106.44	\$228,030 \$ 109.63	\$234,871 \$ 112.92	\$240,743 \$ 115.74	\$ 246,762 \$ 118.64	Annual Hourly
M130	Chief Administrative Officer	\$212,592 \$ 102.21	\$218,970 \$ 105.27	\$225,539 \$ 108.43	\$232,305 \$ 111.69	\$239,274 \$ 115.04	\$246,452 \$ 118.49	\$253,846 \$ 122.04	\$260,192 \$ 125.09	\$ 266,697 \$ 128.22	Annual Hourly

**CITY OF MARYSVILLE
NON REPRESENTED PAY GRID 2024**

5% Increase

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

CITY OF MARYSVILLE
MPMA - COMMANDER PAY GRID 2024

4.5% Increase

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

CITY OF MARYSVILLE						
2024						
MPOA - (OFFICERS & SERGEANTS)						
January 1, 2024 Through December 31, 2024						
5% increase						
Monthly						
PAY CODE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5
Entry Police	6,883					
Police Officers	7,648	7,940	8,225	8,673	9,173	9,537
Police Corporal		10,395				
Police Sergeant	10,784	11,253				

CITY OF MARYSVILLE							
2024							
MPOA - (CUSTODY OFFICER, CORPORAL & COMMUNITY SERVICE OFFICER)							
January 1, 2024 - December 31, 2024							
4% increase							
Monthly							
PAY CODE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	0-12 mo	13-24 m	25-36 m	37-48 m	49-60 m	61+ m	73+ m
Community Service Officer	5,586	5,814	6,052	6,300	6,559	6,828	7,093
Custody Sergeant	8,347	8,547					
Custody Corporal	7,452	7,631					
Custody Officer	5,726	5,970	6,179	6,396	6,647	6,926	7,132

Teamsters Pay Grid 2024										
5.0% Increase										
	Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	
2024 Classifications										
Custodian	U20	\$50,885	\$52,412	\$53,984	\$55,604	\$57,272	\$58,990	\$60,464	\$61,976	Annual
Maintenance Assistant		\$24.46	\$25.20	\$25.95	\$26.73	\$27.53	\$28.36	\$29.07	\$29.80	Hourly
Customer Service Representative	U25	\$61,063	\$62,894	\$64,781	\$66,724	\$68,726	\$70,788	\$72,558	\$74,372	Annual
Parks Maintenance Tech I		\$29.36	\$30.24	\$31.14	\$32.08	\$33.04	\$34.03	\$34.88	\$35.76	Hourly
Streets Maintenance Tech I										
Custodian Lead										
Accounting Tech - AP	U30	\$64,726	\$66,668	\$68,668	\$70,728	\$72,850	\$75,035	\$76,911	\$78,834	Annual
Accounting Tech - Utility Billing		\$31.12	\$32.05	\$33.01	\$34.00	\$35.02	\$36.07	\$36.98	\$37.90	Hourly
CD Program Specialist										
Purchasing/Inventory Specialist										
PW Administrative Assistant										
Storm/Sewer Tech I										
Utility Locator										
Judicial Process Specialist	U35	\$69,904	\$72,002	\$74,162	\$76,386	\$78,678	\$81,038	\$83,064	\$85,140	Annual
Meter Technician		\$33.61	\$34.62	\$35.65	\$36.72	\$37.83	\$38.96	\$39.93	\$40.93	Hourly
Parks Administrative Associate										
Police Records Tech										
Police Public Disclosure Specialist										
Parks Maintenance Tech II										
Solid Waste Tech II										
Streets Maintenance Tech II										
Storm/Sewer Tech II										
Traffic Maintenance Worker II										
Traffic Control Systems Tech										
Evidence Specialist	U40	\$74,099	\$76,321	\$78,611	\$80,970	\$83,398	\$85,901	\$88,048	\$90,249	Annual
Parks Administrative Specialist		\$35.62	\$36.69	\$37.79	\$38.93	\$40.10	\$41.30	\$42.33	\$43.39	Hourly
Planning Administrative Specialist										
PW Administrative Specialist										
Police Administrative Specialist										
Senior Accounting Tech										
Senior Permit Tech										
WWTP Maintenance Tech I										
Cross Connection Control Specialist	U45	\$77,803	\$80,137	\$82,542	\$85,017	\$87,568	\$90,195	\$92,450	\$94,761	Annual
Parks Maintenance Lead I		\$37.41	\$38.53	\$39.68	\$40.87	\$42.10	\$43.36	\$44.45	\$45.56	Hourly
Police Records Tech Lead										
Streets Maintenance Lead I										
Storm/Sewer Lead I										
Water Operations Tech II										
Construction Tech II										
Water Quality Specialist										
Facilities Maintenance Journeyman	U50	\$83,249	\$85,747	\$88,320	\$90,969	\$93,698	\$96,509	\$98,922	\$101,394	Annual
Industrial Waste/Pretreatment Technician		\$40.02	\$41.22	\$42.46	\$43.74	\$45.05	\$46.40	\$47.56	\$48.75	Hourly
Mechanic										
Streets Maintenance Tech Lead II										
Storm/Sewer Tech Lead II										
Solid Waste Lead II										
Parks Maintenance Lead II										
WWTP Operator										
Construction Lead I										
Water Operator										
WWTP Maintenance Tech II										
Mechanic Lead II	U55	\$89,077	\$91,749	\$94,502	\$97,337	\$100,257	\$103,264	\$105,846	\$108,492	Annual
Senior Traffic Control Systems Tech		\$42.83	\$44.11	\$45.43	\$46.80	\$48.20	\$49.65	\$50.89	\$52.16	Hourly
Construction Lead II										
Water Operations Lead II										
Water Quality Lead										
WWTP Maintenance Lead										
WWTP Operations Lead										
Utility Electrician										



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 10, 2024

SUBMITTED BY: City Attorney Jon Walker, Legal

ITEM TYPE: Resolution

AGENDA SECTION: **New Business**

SUBJECT: A **Resolution** of the City Council of the City of Marysville, Washington, delegating authority to the Mayor to settle certain claims against the City.

SUGGESTED ACTION: Recommended Motion: I move to approve Resolution No. _____.

SUMMARY: When the city was part of the Washington Cities Insurance Authority (WCIA), the risk pool would handle all claims on behalf of the city. Now that the city is self-insured, all claims are handled in-house. This resolution would delegate authority to the mayor to settle certain claims administratively without the settlement agreements needing to be brought to council. Property damage claims settled for less than \$50,000 could be settled administratively by the mayor (or his designee). The mayor would have authority to settle all other types of claims when the settlement amount is less than \$15,000. Delegating this authority would provide for more efficiency in settling claims.

ATTACHMENTS:

[Resolution claims settlement 6-5-24.pdf](#)

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,
WASHINGTON, DELEGATING AUTHORITY TO THE MAYOR TO SETTLE
CERTAIN CLAIMS AGAINST THE CITY.**

WHEREAS, from time-to-time claims are filed against the City; and

WHEREAS, in the past when the City was a member of the Washington Cities Insurance Authority those claims would be handled by the risk pool; and

WHEREAS, the City is now self-insured and handles all claims internally; and

WHEREAS, it is appropriate for the mayor to have authority to enter into settlement agreements on behalf of the City for property damage when the settlement amount is less than \$50,000.00; and

WHEREAS, it is appropriate for the mayor to have authority to enter into settlement agreements on behalf of the City for all other types of claims when the settlement amount is less than \$15,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE that the mayor or his designee is authorized to enter into settlement agreements for property damage claims when the settlement amount is less than \$50,000.00 and to enter into settlement agreements for all other types of claims when the settlement amount is less than \$15,000.00.

ADOPTED by the City Council at an open public meeting this _____ day of _____, 2024.

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
_____, DEPUTY CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	June 10, 2024
SUBMITTED BY:	Engineering Coordinator Laurie Barbosa, Public Works
ITEM TYPE:	Agreement
AGENDA SECTION:	New Business
SUBJECT:	Supplemental Agreement No. 3 to the Professional Services Agreement with PH Consulting, LLC for Engineering Design Services associated with the Quiet Zone Project
SUGGESTED ACTION:	<u>Recommended Motion:</u> I move to authorize the Mayor to sign and execute Supplemental Agreement No. 3 to the Professional Services Agreement with PH Consulting, LLC for Engineering Design Services associated with the Quiet Zone Project.
SUMMARY:	Council approved the original Professional Services Agreement (PSA) with PH Consulting, LLC on November 8, 2021. A project team consisting of multiple agencies met in 2022 to review the proposal and to establish expectations for the process to establish a quiet zone along the BNSF mainline, consisting of 19 crossings. Based on input from the diagnostic meeting held onsite in 2022, the project design was completed to 30% in 2023. At that time the project team reconvened, with the result that additional concerns were presented, for the team to address. At this time, additional engineering services are required to continue the project, and to address concerns necessary for the City to issue a Notice of Intent, which will start the BNSF review of our proposal. This supplement, for \$63,000, increases the total agreement amount to \$424,465.17 and extends the agreement end date to December 31, 2025. Following that review, City staff will continue to coordinate with BNSF, FRA, and WSDOT to complete the design and to secure final approvals to construct quiet zone improvements.

ATTACHMENTS:

**SUPPLEMENTAL AGREEMENT NO. 3 TO
PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND PH CONSULTING, LLC**

THIS SUPPLEMENTAL AGREEMENT NO. 3 (“Supplemental Agreement No. 3”) 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 PH Consulting, a Limited Liability Corporation (“Consultant”).

WHEREAS, the parties hereto have previously entered into an agreement for engineering services for the Quiet Zone Evaluation (the “Original Agreement”), said Original Agreement being dated November 16th, 2021; and

WHEREAS, both parties desire to supplement the Original Agreement, by expanding the Scope of Services to provide for engineering support services and to provide compensation therefore;

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

1. Exhibit A, as referenced and incorporated in Section 1 of the Original Agreement, “SCOPE OF SERVICES”, shall be supplemented by Exhibit A-1, attached hereto and by this references made part of this Supplemental Agreement No. 3, and a part of the Original Agreement.

2. Section 2 of the Original Agreement, “TERM”, is amended to add that the parties agree to extend the term of the Original Agreement to terminate at midnight on December 31st, 2025.

3. Section 3 of the Original Agreement, “COMPENSATION”, is amended to include the additional Consultant fee of \$63,000 and shall read as follows: “In no event shall the compensation paid to Consultant under this Agreement exceed \$424,465.17 within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City.”

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

Original Agreement	\$235,501.35
Supplemental Agreement No.1	\$128,963.82
Supplemental Agreement No.2	\$0
Supplemental Agreement No.3	\$63,000
Grand Total	\$424,465.17

4. Each and every provision of the Original Agreement for Professional Services dated November 16th, 2021, shall remain in full force and effect, except as modified herein.

DATED _____

CITY OF MARYSVILLE

By _____

Jon Nehring, Mayor

DATED this _____

[CONSULTANT]

By _____

[Name]

Its: [Title]

ATTEST/AUTHENTICATED:

Chari Taber, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

Project Name: Marysville Quiet Zone Project
Supplement: Supplement No. 2
Job #: 21-008
Date: May 20, 2024

Project Description

PH Consulting (“PH”) provided management, analysis, and engineering services for an initial phase of the City of Marysville’s Quiet Zone Improvement Project (“Project”) that covered 24 existing public and private railroad grade crossings. The first phase (“Phase 1”) consisted of looking thoroughly at 8 crossings in the downtown core (6 public, 2 private; including survey of the 6 public ones) and looking big picture at all 24 of the City’s crossings. Phase 1 provided an Alternatives Analysis and after discussion with the City, the City’s chosen alternative is for a City-wide Quiet Zone covering all mainline crossings. The spur track will not be included in the quiet zone. The resulting Quiet Zone would cover the 8 crossings explored in detail in Phase 1 plus the additional 11 crossings (6 public, 5 private) evaluated with subsequent Phase 2 effort.

This Supplement extends the contract duration through 2025 and supplements the scope and fee for Phase 2 to provide for additional project coordination with City, private crossing owners, BNSF Railway, FRA, WSDOT, completion of additional 30% design documents revisions to meet BNSF and WSDOT requirements, completion of Notice of Intent (NOI) filing support, and completion of Public Authority Application filing.

Future services include final design, assisting in BNSF Railway negotiations, Quiet Zone Crossing Inspections and Notice of Establishment filings, UTC Petition processing, Right-of-Way acquisition services, environmental permitting services, bidding services and construction management. Additional sub-consultants may be added to Team as needed to support future phases and specialties.

Task Summary

Task 1.1 Additional Project Management
 Task 6.1 Additional 30% Preliminary Design
 Task 8.1 Agency Permitting (Phase 2 Only)

Project Schedule

Our Team shall begin work immediately upon receipt of Notice to Proceed and proceed according to the attached Project Schedule. Key early dates include:

Supplemental Diagnostic Review July 2024
 BNSF Review Aug-September 2024
 NOI Issuance September 2024
 PAA Application October 2024 - December 2025
 Final Design Start (Est) February 2025



Scope of Work

PH's scope of additional work for the project is outlined on the following pages.

Task 1.1 Project Management

Fee: Hourly Rate/NTE

This task is to supplement Task 1 with additional general coordination and meetings on the project, in-house quality assurance, coordination with subconsultants, and contract administration for Phase 2 through December 2025.

Task 6.1 Additional 30% Design

Fee: Hourly Rate/NTE

PH will revise the previously prepared 30% design plans and estimates based on feedback/comments from BNSF Railway and WSDOT:

Services under this task will include:

- Coordinating with BNSF Railway
- Coordinating with WSDOT Rail and Traffic groups.
- Coordinating Grade Crossing Status with UTC.

ASSUMPTIONS & EXCLUSIONS

- The Assumptions and Exclusions from Task 6 of the Phase 1 and Supplement 1 proposal still apply.

DELIVERABLES

- The Deliverables from Task 6 of the Phase 1 and Supplement 1 proposal still apply.

Task 8.1 Agency Permitting

Fee: Hourly Rate/NTE

This task will include the additional effort necessary to complete the preparation and submittal of applications for the following project permits and approvals. We will also provide the appropriate additional coordination with City, private crossing owners, WSDOT, BNSF Railway, UTC, and FRA during these processes until the approvals are obtained.

- Quiet Zone Notice of Intent Filing
- FRA Public Authority Applications (PAA)



ASSUMPTIONS & EXCLUSIONS

- An additional Field Diagnostic Meeting will be necessary.
- Any fees associated with the permits are not included and are to be paid by the City.
- This proposal does not include the following permits and approvals for the project – a separate scope and fee proposal can be provided at a later date.
 - WSDOT Channelization Plans
 - BNSF Railway Construction & Maintenance Agreements
 - Snohomish PUD Electrical Service Application

General Assumptions and Notes

- PH will not pay any Agency fees on behalf of the City.
- Obtaining any offsite easements (if required) is not included in this proposal.
- The fees stated above do not include reimbursable expenses such as large format copies (larger than legal size), mileage, and plots. These will be billed under a separate task called **EXPENSES**.
- Time and expense items are based on our Team's current hourly rates.
- Electrical plans, structural engineering plans, geotechnical services, new signal timings, WSDOT Channelization plan approval/checklist, and temporary signal design are not included in this scope of work.
- City to prepare SEPA internally if necessary.
- The City will provide all available project traffic data, signal as-built information, traffic signal timing/phasing plans, and Crash records.
- PH reserves the right to move funds between approved Tasks as necessary based on approved scope of work provided the overall budget of Tasks is not exceeded. The City's Project Manager will be notified if funds are shifted.
- If Client requests Team's assistance in complying with any public records request, including without limitation providing copies of documents and communications, Client will pay Team's hourly fees and costs incurred in providing such assistance at then-current rates. Such fees and costs will be billed as a separate task.



PH Consulting Staff Category	Hours	Rate	Cost
Principal	142	\$ 220.00	\$ 31,240.00
Senior Traffic Engineer	8	\$ 200.00	\$ 1,600.00
Project Engineer	64	\$ 185.00	\$ 11,840.00
CAD Designer II	44	\$ 150.00	\$ 6,600.00
Associate Engineer	52	\$ 165.00	\$ 8,580.00
Office Administrator	24	\$ 120.00	\$ 2,880.00
Total Hours	334		\$ 62,740.00

Direct Salary Cost \$ **62,740.00**

Subconsultants

AXIS Survey \$ -

Benesch \$ -

Sub-Total Subconsultants \$ -

SUBTOTAL \$ **62,740.00**

FEES FOR PHASE 2, WITH UNUSED PHASE 1 REDISTRIBUTED \$ **62,740.00**

Direct Expenses	Unit	Cost	Total
Traffic Counts		\$ -	\$ -
Reproduction Costs			
Full Sized Copies (Bond)	1	\$ -	\$ -
Reprographics	1	\$ -	\$ -
Travel (Airfare, Hotel)	1	\$ -	\$ -
2024 Mileage Rates	1	\$0.67/Mi	\$ 260.00

Sub-Total Direct Expenses \$ **260.00**

SUBTOTAL PROJECT FEE ESTIMATE \$ **63,000.00**

Management Reserve (~0%) \$ -

Total Fee \$ **63,000.00**

Marysville Quiet Zone Project - Phase 2
Fee Estimate Summary

Task No.	Task Description	Principal	Senior Traffic Engineer	Project Engineer	CAD Designer II	Associate Engineer	Office Admin	Total
	Hourly Rate	\$ 220.00	\$ 200.00	\$ 185.00	\$ 150.00	\$ 165.00	\$ 120.00	
1.1	ADDITIONAL PROJECT MANAGEMENT							
	Project Coordination	16						16
	Project Monitoring, Progress Reporting, & Invoicing	16					16	32
	Project Team Meetings	16		8	8	4		36
	Subconsultant Management							0
	Task 1.1 Total Hours	48	0	8	8	4	16	84
	Subtotal Task 1.1	\$ 10,560.00	\$ -	\$ 1,480.00	\$ 1,200.00	\$ 660.00	\$ 1,920.00	\$ 15,820.00
6.1	ADDITIONAL 30% PRELIMINARY DESIGN							
	Agency/Property Owner Coordination	8		8				16
	30% Crossing Layouts	8	4	16	8			36
	30% Preliminary Estimates	2	4	8	4			18
	Task 6.1 Total Hours	18	8	32	12	0	0	70
	Subtotal Task 6.1	\$ 3,960.00	\$ 1,600.00	\$ 5,920.00	\$ 1,800.00	\$ -	\$ -	\$ 13,280.00
8.1	AGENCY PERMITTING							
	Quiet Zone Notice of Intent Filing							
	BNSF Exhibits	16		8	24	16		64
	Diagnostic Field Meeting	16		16		8		40
	Agency Coordination	16						16
	NOI Preparation	12				12	4	28
	FRA Public Authority Application	16				12	4	32
	Task 8.1 Total Hours	76	0	24	24	48	8	180
	Subtotal Task 8.1	\$ 16,720.00	\$ -	\$ 4,440.00	\$ 3,600.00	\$ 7,920.00	\$ 960.00	\$ 33,640.00
	PH TOTAL HOURS	142	8	64	44	52	24	334
	TOTAL ALL TASKS	\$ 31,240.00	\$ 1,600.00	\$ 11,840.00	\$ 6,600.00	\$ 8,580.00	\$ 2,880.00	\$ 62,740.00

PH Consulting LLC
Summary of Direct Labor Costs
Effective January 1, 2024-December 31, 2024

Job Classifications	Maximum Billing Rate
Principal	\$ 285.00
Sr Project Manager	\$ 270.00
Project Manager	\$ 245.00
Senior Traffic Engineer	\$ 220.00
Project Engineer	\$ 195.00
Associate Engineer	\$ 170.00
Engineering Design Technician	\$ 145.00
Engineering Intern	\$ 105.00
CAD Manager	\$ 180.00
CAD Designer III	\$ 155.00
CAD Designer II	\$ 135.00
CAD Designer I	\$ 125.00
Office Administrator	\$ 130.00
Office Assistant	\$ 105.00
Direct non-salary costs will be billed at actual costs. Subconsultants will be marked up at 10% Direct Mileage will be billed at current approved IRS mileage rate.	



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 10, 2024

SUBMITTED BY: Emergency Preparedness Manager Sarah Lavelle, Executive

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Emergency Management Performance Grant (E24-336) for Compact Rapid Deployable

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the Emergency Management Performance Grant agreement (E24-336).

SUMMARY: This agreement is for funding through the Emergency Management Performance Grant program to purchase and provide training on a Compact Rapid Deployable for FirstNet users and Internet Connectivity unit supporting emergency response. The unit allows for a 2-mile range for connectivity by FirstNet users, provides a wi-fi hotspot for a radius of 500 feet, allows for up to 600 connected LTE devices, provides high-speed satellite internet, and is waterproof and weatherproof. This grant requires a match of \$44,744 which is already budgeted.

ATTACHMENTS:
[E24-336 22EMPG Reallocation Agreement.pdf](#)
[CRD-Support Document.pdf](#)

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

1. Subrecipient Name and Address: City of Marysville 501 Delta Avenue 1049 State Avenue Marysville, WA 98270-4540 Marysville, WA 98270-4234		2. Grant Agreement Amount: \$44,744		3. Grant Agreement Number: E24-336	
4. Subrecipient Contact, phone/email: Sarah Lavelle, 360-363-8096 slavelle@marysvillewa.gov		5. Grant Agreement Start Date: January 1, 2024		6. Grant Agreement End Date: September 30, 2024	
7. Department Contact, phone/email: Ben Olson, 253-512-7224 benjamin.olson@mil.wa.gov		8. Unique Entity Identifier (UEI): KENDBGSMVPQ7		9. UBI # (state revenue): 314-000-001 600-200-009	
10. Funding Authority: Washington State Military Department (the "DEPARTMENT") and the U.S. Department of Homeland Security (DHS)					
11. Federal Award ID # (FAIN): EMS-2022-EP-00006-S01		12. Federal Award Date: 08/23/2022		13. Assistance Listings # & Title: 97.042 (22EMPG)	
14. Total Federal Amount: \$8,625,483		15. Program Index # & OBJ/SUB-OBJ: 723PT NZ			16. EIN: 91-6001459
17. Service Districts: (BY LEGISLATIVE DISTRICT): 38, 39, 44 (BY CONGRESSIONAL DISTRICT): 2		18. Service Area by County(ies): Snohomish		19. Women/Minority-Owned, State Certified: ☒ N/A ☐ NO ☐ YES, OMWBE # _____	
20. Agreement Classification: ☐ Personal Services ☐ Client Services ☒ Public/Local Gov't ☐ Research/Development ☐ A/E ☐ Other _____			21. Contract Type (check all that apply): ☐ Contract ☒ Grant ☒ Agreement ☐ Intergovernmental (RCW 39.34) ☐ Interagency		
22. Subrecipient Selection Process: ☒ "To all who apply & qualify" ☐ Competitive Bidding ☐ Sole Source ☐ A/E RCW ☐ N/A ☐ Filed w/OFM? ☐ Advertised? ☐ YES ☐ NO			23. Subrecipient Type (check all that apply): ☐ Private Organization/Individual ☐ For-Profit ☒ Public Organization/Jurisdiction ☐ Non-Profit ☐ CONTRACTOR ☒ SUBRECIPIENT ☐ OTHER		
24. PURPOSE & DESCRIPTION: The purpose of the Fiscal Year (FY) 2022 Emergency Management Performance Grant (22EMPG) program is to provide U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) Federal award funds to states to assist state, local, territorial, and tribal governments in preparing for all hazards through sustainment and enhancement of those programs as described in the Work Plan. The Department is the Recipient and Pass-through Entity of the 22EMPG DHS Award Letter for Grant No. EMS-2022-EP-00006-S01 ("Grant"), which is incorporated in and attached hereto as Attachment C and has made a subaward of Federal award funds to the Subrecipient pursuant to this Agreement. The Subrecipient is accountable to the Department for use of Federal award funds provided under this Agreement and the associated matching funds.					
IN WITNESS WHEREOF, the Department and Subrecipient acknowledge and accept the terms of this Agreement, including all referenced Attachments which are hereby incorporated in and made a part hereof, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Attachment A); General Terms and Conditions (Attachment B); 22EMPG Award Letter EMS-2022-EP-00006-S01 (Attachment C); Work Plan (Attachment D); Timeline (Attachment E); Budget (Attachment F); and all other documents expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.					
In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: 1. Applicable Federal and State Statutes and Regulations 2. DHS/FEMA Award and program documents 3. Work Plan, Timeline, and Budget 4. Special Terms and Conditions 5. General Terms and Conditions, and, 6. Other provisions of the Agreement incorporated by reference					
WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below. FOR THE DEPARTMENT: Signature _____ Date _____ Regan Anne Hesse, Chief Financial Officer Washington State Military Department BOILERPLATE APPROVED AS TO FORM: Dierk Meierbachtol Assistant Attorney General August 1, 2022 FOR THE SUBRECIPIENT: Signature _____ Date _____ Jon Nehring, Mayor City of Marysville APPROVED AS TO FORM (if applicable): Signature _____ Date _____					

SPECIAL TERMS AND CONDITIONS

ARTICLE I. KEY PERSONNEL

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

SUBRECIPIENT		DEPARTMENT	
Name	Sarah Lavelle	Name	Ben Olson
Title	Emergency Preparedness Manager	Title	Program Coordinator
Email	slavelle@marysvillewa.gov	Email	benjamin.olson@mil.wa.gov
Phone	360-363-8096	Phone	253-512-7224
Name	Kassidy Aldrich	Name	Peter Drance
Title	Emergency Preparedness Specialist	Title	Program Manager
Email	kaldrich@marysvillewa.gov	Email	peter.drance@mil.wa.gov
Phone	360-363-8718	Phone	253-929-4427
Name		Name	Grant Miller
Title		Title	Program Assistant
Email		Email	grant.miller@mil.wa.gov
Phone		Phone	253-512-7061
Name		Name	Sierra Wardell
Title		Title	Financial Operations Section Manager
Email		Email	sierra.wardell@mil.wa.gov
Phone		Phone	253-512-7121

ARTICLE II. ADMINISTRATIVE AND/OR FINANCIAL REQUIREMENTS

The Subrecipient shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 22EMPG Program, including, but not limited to, all criteria, restrictions, and requirements of *The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year (FY) 2022 Emergency Management Performance Grant (EMPG) document*, the *FEMA Preparedness Grants Manual* document, Version 3, May 2022 (the Manual), the DHS Award Letter for the Grant, and the federal regulations commonly applicable to DHS/FEMA grants, all of which are incorporated herein by reference. The *DHS Award Letter* is incorporated in this Agreement as Attachment C.

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

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

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

1. SUBAWARDS & CONTRACTS BY SUBRECIPIENT

- a. The Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 22EMPG funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.331.
- b. If the Subrecipient becomes a pass-through entity by making a subaward to a non-federal entity as its subrecipient:
 - i. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of 22EMPG funds, including, but not limited to, those contained in 2 CFR 200.

- ii. The Subrecipient shall require its subrecipient(s) to comply with all applicable state and federal laws, rules, regulations, requirements, and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 22EMPG Program, including, but not limited to, all criteria, restrictions, and requirements of *The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year (FY) 2022 Emergency Management Performance Grant (EMPG)* document, the Manual, the DHS Award Letter for the Grant in Attachment C, and the federal regulations commonly applicable to DHS/FEMA grants.
- iii. The Subrecipient shall be responsible to the Department for ensuring that all 22EMPG federal award funds provided to its subrecipients, and associated matching funds, are used in accordance with applicable federal and state statutes and regulations, and the terms and conditions of the federal award set forth in Attachment C of this Agreement.

2. BUDGET, REIMBURSEMENT, AND TIMELINE

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

Reimbursement request totals should be commensurate to the time spent processing by the Subrecipient and the Department.
- f. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the Subrecipient consistent with record retention

requirements of this Agreement and be made available upon request by the Department and auditors.

- g. The Subrecipient must request **prior** written approval from Department Key Personnel to waive or extend a due date in the Timeline (Attachment E). For waived or extended reimbursement due dates, all allowable costs should be submitted on the next scheduled reimbursement due date contained in the Timeline. Waiving or missing deadlines serves as an indicator for assessing an agency's level of risk of noncompliance with the regulations, requirements, and the terms and conditions of the Agreement and may increase required monitoring activities. Any request for a waiver or extension of a due date in the Timeline will be treated as a request for Amendment of the Agreement. This request must be submitted to the Department Key Personnel sufficiently in advance of the due date to provide adequate time for Department review and consideration and may be granted or denied within the Department's sole discretion.
- h. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the Department within forty-five (45) days after the Grant Agreement End Date, except as otherwise authorized by either (1) written amendment of this Agreement or (2) written notification from the Department to the Subrecipient to provide additional time for completion of the Subrecipient's project(s).
- i. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the Subrecipient, its contractor, or any non-federal entity to which the Subrecipient makes a subaward and is invoiced by the vendor.
- j. Failure to submit timely, accurate, and complete reports and reimbursement requests as required by this Agreement (including, but not limited to, those reports in the Timeline) will prohibit the Subrecipient from being reimbursed until such reports and reimbursement requests are submitted and the Department has had reasonable time to conduct its review.
- k. Final reimbursement requests will not be approved for payment until the Subrecipient is current with all reporting requirements contained in this Agreement.
- l. A written amendment will be required if the Subrecipient expects cumulative transfers to approved, direct budget categories, as identified in the Budget (Attachment F), to exceed ten percent (10%) of the Grant Agreement Amount. Any changes to budget category totals not in compliance with this paragraph will not be reimbursed without approval from the Department.
- m. Subrecipients shall only use federal award funds under this Agreement to supplement existing funds and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The Subrecipient may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

3. REPORTING

- a. With each reimbursement request, the Subrecipient shall report how the expenditures, for which reimbursement is sought, relate to the Work Plan (Attachment D) activities in the format provided by the Department.
- b. With the final reimbursement request, the Subrecipient shall submit to the Department Key Personnel a final report describing all completed activities under this Agreement.
- c. The Subrecipient shall comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to the Department an Audit Certification/FFATA Form. This form is required to be completed once per calendar year, per Subrecipient, and not per agreement. The Department's Contracts Office will request the Subrecipient submit an updated form at the beginning of each calendar year in which the Subrecipient has an active agreement.

4. EQUIPMENT AND SUPPLY MANAGEMENT

- a. The Subrecipient and any non-federal entity to which the Subrecipient makes a subaward shall comply with 2 CFR 200.317 through 200.327, and all Washington State procurement statutes, when procuring any equipment or supplies under this Agreement, 2 CFR 200.313 for management of equipment, and 2 CFR 200.314 for management of supplies, to include, but not limited to:
 - i. Upon successful completion of the terms of this Agreement, all equipment and supplies purchased through this Agreement will be owned by the Subrecipient, or a recognized non-federal entity to which the Subrecipient has made a subaward, for which a contract, Subrecipient grant agreement, or other means of legal transfer of ownership is in place.
 - ii. All equipment, and supplies as applicable, purchased under this Agreement will be recorded and maintained in the Subrecipient's inventory system.
 - iii. Inventory system records shall include:
 - A. Description of the property
 - B. Manufacturer's serial number, or other identification number
 - C. Funding source for the property, including the Federal Award Identification Number (FAIN) (Face Sheet, Box 11)
 - D. Assistance Listings Number (formerly CFDA Number) (Face Sheet, Box 13)
 - E. Who holds the title
 - F. Acquisition date
 - G. Cost of the property and the percentage of federal participation in the cost
 - H. Location, use, and condition of the property at the date the information was reported
 - I. Disposition data including the date of disposal and sale price of the property.
 - iv. The Subrecipient shall take a physical inventory of the equipment, and supplies as applicable, and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Subrecipient to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
 - v. The Subrecipient shall be responsible for any and all operational and maintenance expenses and for the safe operation of the equipment and supplies including all questions of liability. The Subrecipient shall develop appropriate maintenance schedules and procedures to ensure the equipment, and supplies as applicable, are well maintained and kept in good operating condition.
 - vi. The Subrecipient shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated, and a report generated and sent to the Department's Key Personnel.
 - vii. The Subrecipient must obtain and maintain all necessary certifications and licenses for the equipment.
 - viii. If the Subrecipient is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return. For disposition, if upon termination or at the Grant Agreement End Date,

when original or replacement supplies or equipment acquired under a federal award are no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Subrecipient must comply with the following procedures:

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

If the item is not identified on the AEL as allowable under the grant program, the Subrecipient must contact the Department Key Personnel for assistance in seeking FEMA approval **prior** to acquisition.
- d. Unless expressly provided otherwise, all equipment must meet all mandatory regulatory and/or DHS/FEMA adopted standards to be eligible for purchase using federal award funds.
- e. If funding is allocated to emergency communications, the Subrecipient must ensure that all projects comply with SAFECOM Guidance on Emergency Communications Grants, located at <https://www.cisa.gov/safecom/funding>, ensuring the investments are compatible, interoperable, resilient, and support national goals and objectives for improving emergency communications.
- f. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:

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

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

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

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

5. ENVIRONMENTAL AND HISTORICAL PRESERVATION

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

proposed project has the potential to impact environmental resources and/or historic properties.

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

6. PROCUREMENT

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

7. SUBRECIPIENT MONITORING

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

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

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

9. NIMS COMPLIANCE

- a. The National Incident Management System (NIMS) identifies concepts and principles that answer how to manage emergencies from preparedness to recovery regardless of their cause, size, location, or complexity. NIMS provides a consistent, nationwide approach and vocabulary for multiple agencies or jurisdictions to work together to build, sustain, and deliver the core capabilities needed to achieve a secure and resilient nation.
- b. Consistent implementation of NIMS provides a solid foundation across jurisdictions and disciplines to ensure effective and integrated preparedness, planning, and response. NIMS empowers the components of the National Preparedness System, a requirement of Presidential Policy Directive 8, to guide activities within the public and private sector and describes the planning, organizational activities, equipping, training, and exercising needed to build and sustain the core capabilities in support of the National Preparedness Goal.
- c. In order to receive federal preparedness funding from the Department, the Subrecipient must achieve, or be actively working to achieve, all of the NIMS Implementation Objectives located at <https://www.fema.gov/emergency-managers/nims/implementation-training>.

B. EMPG PROGRAM SPECIFIC REQUIREMENTS

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

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

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

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

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

C. DHS TERMS AND CONDITIONS

As a Subrecipient of 22EMPG funding, the Subrecipient shall comply with all applicable DHS terms and conditions of the 22EMPG Award Letter and its incorporated documents for the Grant, which are incorporated and made a part of this Agreement as Attachment C.

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

A.1 DEFINITIONS

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

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

A.2 ADVANCE PAYMENTS PROHIBITED

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

A.3 AMENDMENTS AND MODIFICATIONS

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

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

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

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

A.5 ASSURANCES

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

A.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

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

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

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

A.7 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

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

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

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

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

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

A.9 CONFLICT OF INTEREST

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

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

A.10 CONTRACTING & PROCUREMENT

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

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

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

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

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

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

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

A.11 DISCLOSURE

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

A.12 DISPUTES

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

A.13 LEGAL RELATIONS

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

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

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

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

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

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

A.14 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

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

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

A.15 LOSS OR REDUCTION OF FUNDING

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

A.16 NONASSIGNABILITY

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

A.17 NONDISCRIMINATION

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

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

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

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

A.18 NOTICES

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

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

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

A.20 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

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

A.21 POLITICAL ACTIVITY

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

A.22 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

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

A.23 PUBLICITY

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

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

A.24 RECAPTURE PROVISION

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

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

A.25 RECORDS

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

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

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

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

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

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

A.27 SEVERABILITY

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

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

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

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

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

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

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

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

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

OR

Contracts.Office@mil.wa.gov

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

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

A.29 SUBRECIPIENT NOT EMPLOYEE

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

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

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

A.30 TAXES, FEES AND LICENSES

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

A.31 TERMINATION FOR CONVENIENCE

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

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

A.32 TERMINATION OR SUSPENSION FOR LOSS OF FUNDING

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

A.33 TERMINATION OR SUSPENSION FOR CAUSE

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

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

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

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

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

A.34 TERMINATION PROCEDURES

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

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

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

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

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

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

A.35 MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES

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

A.36 VENUE

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

A.36 WAIVERS

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

**22EMPG Award Letter
EMS-2022-EP-00006-S01**

Award Letter



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

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

Re: Grant No.EMS-2022-EP-00006

Dear Bret Daugherty:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2022 Emergency Management Performance Grants has been approved in the amount of \$8,625,483.00. As a condition of this award, you are required to contribute a cost match in the amount of \$8,625,483.00 of non-Federal funds, or 50 percent of the total approved project costs of \$17,250,966.00.

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

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2022 Emergency Management Performance Grants Notice of Funding Opportunity.
- FEMA Preparedness Grants Manual

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

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

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

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

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

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

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

PATRICK GERARD MARCHAM

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



AGREEMENT ARTICLES
Emergency Management Performance Grants

GRANTEE: Washington Military Department
PROGRAM: Emergency Management Performance Grants
AGREEMENT NUMBER: EMS-2022-EP-00006-S01

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Article I - DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2022 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2022. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2022 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

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

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

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

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

Article III - General Acknowledgements and Assurances

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

- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.
- II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.
- V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

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

Article IV - Acknowledgement of Federal Funding from DHS

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

Article V - Activities Conducted Abroad

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

Article VI - Age Discrimination Act of 1975

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

Article VII - Americans with Disabilities Act of 1990

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

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

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

Article IX - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity

receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article X - Civil Rights Act of 1968

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

Article XI - Copyright

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

Article XII - Debarment and Suspension

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

Article XIII - Drug-Free Workplace Regulations

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

Article XIV - Duplication of Benefits

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

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

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

Article XVI - Energy Policy and Conservation Act

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

Article XVII - False Claims Act and Program Fraud Civil Remedies

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

Article XVIII - Federal Debt Status

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

Article XIX - Federal Leadership on Reducing Text Messaging while Driving

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

Article XX - Fly America Act of 1974

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

Article XXI - Hotel and Motel Fire Safety Act of 1990

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

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

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

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

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

Article XXIV - Lobbying Prohibitions

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

Article XXV - National Environmental Policy Act

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

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

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social

services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXVII - Non-Supplanting Requirement

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

Article XXVIII - Notice of Funding Opportunity Requirements

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

Article XXIX - Patents and Intellectual Property Rights

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

Article XXX - Procurement of Recovered Materials

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

Article XXXI - Rehabilitation Act of 1973

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

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

General Reporting Requirements:

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

Article XXXIII - Reporting Subawards and Executive Compensation

Reporting of first tier subawards:

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

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

Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act Sections 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. *See also* Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

Recipients and subrecipients of federal financial assistance programs for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

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

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

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements.

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

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

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

There may be instances where an award qualifies, in whole or in part, for an existing waiver described. For awards by the Federal Emergency Management Agency (FEMA), existing waivers are available and the waiver process is described at ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](#). For awards by other DHS components, please contact the applicable DHS FAO.

To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see [Programs and Definitions: Build America, Buy America Act | FEMA.gov](#).

Article XXXV - SAFECOM

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

Article XXXVI - Terrorist Financing

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

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

Trafficking in Persons:

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

Article XXXVIII - Universal Identifier and System of Award Management

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

Article XXXIX - USA PATRIOT Act of 2001

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

Article XL - Use of DHS Seal, Logo and Flags

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

Article XLI - Whistleblower Protection Act

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

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

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

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

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

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

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

Article XLIV - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the

award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

Article XLV - Disposition of Equipment Acquired Under the Federal Award

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

Article XLVI - Prior Approval for Modification of Approved Budget

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

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

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

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

Article XLVII - Indirect Cost Rate

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

BUDGET COST CATEGORIES

Personnel	\$4,529,534.00
Fringe Benefits	\$1,604,921.00
Travel	\$0.00
Equipment	\$10,000.00
Supplies	\$94,353.00
Contractual	\$10,598,626.00
Construction	\$0.00
Indirect Charges	\$405,086.00
Other	\$8,446.00

Obligating Document for Award/Amendment						
1a. AGREEMENT NO. EMS-2022-EP-00006-S01	2. AMENDMENT NO. ***	3. RECIPIENT NO. N/A	4. TYPE OF ACTION AWARD	5. CONTROL NO. SX00503N2022T , SX00503N2022T		
6. RECIPIENT NAME AND ADDRESS Washington Military Department Building 20 Camp Murray, WA, 98430 - 5122	7. ISSUING FEMA OFFICE AND ADDRESS FEMA-GPD 400 C Street, SW, 3rd floor Washington, DC 20472-3645 POC: 866-927-5646		8. PAYMENT OFFICE AND ADDRESS FEMA Finance Center 430 Market Street Winchester, VA 22603			
9. NAME OF RECIPIENT PROJECT OFFICER Tirzah Kincheloe	PHONE NO. 2535127456	10. NAME OF FEMA PROJECT COORDINATOR Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov				
11. EFFECTIVE DATE OF THIS ACTION 08/23/2022	12. METHOD OF PAYMENT PARS	13. ASSISTANCE ARRANGEMENT Cost Reimbursement	14. PERFORMANCE PERIOD From: 10/01/2021 To: 09/30/2024 Budget Period 10/01/2021 09/30/2024			
1 5. DESCRIPTION OF ACTION						
a. (Indicate funding data for awards or financial changes)						
PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
Emergency Management Performance Grants	97.042	2022-FA-GA01-R107- -4120-D	\$0.00	\$7,560,609.00	\$7,560,609.00	See Totals
Emergency Management Performance Grants	97.042	2022-FE-GA01-R107- -4120-D	\$0.00	\$1,064,874.00	\$1,064,874.00	See Totals
			\$0.00	\$8,625,483.00	\$8,625,483.00	\$8,625,483.00
b. To describe changes other than funding data or financial changes, attach schedule and check here. N/A						
16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) Emergency Management Performance Grants recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.						
16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.						
17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) Sierra Wardell, Preparedness Grants Section Section Supervisor					DATE Fri Aug 26 21:02:34 GMT 2022	
18. FEMA SIGNATORY OFFICIAL (Name and Title)					DATE Tue Aug 23 16:59:20 GMT 2022	

PATRICK GERARD MARCHAM,

WORK PLAN

FY 2022 Emergency Management Performance Grant

Emergency Management Organization	City of Marysville
Project Title	Compact Rapid Deployable System
Core Capability	Operational Communications

How does this project support the goals of the EMO's emergency management program?

This purchase would support our response mission and the Operational Communications Core Capability. One of the most essential needs during an emergency situation is communication. Studies show that during an incident, information is as critically important to people as food or water. Not only can accurate information mean the difference between life and death, it can provide reassurance that response and recovery are truly underway. During disaster situations, such as Hurricane Katrina, more than 70 percent of cell towers went down — and stayed down for weeks. Cell phone communication is very vulnerable, and relying on cell tower availability during a disaster situation can be a challenge. The purchase of the Compact Rapid Deployable (CRD) for FirstNet users and Internet Connectivity will be a critical piece of the puzzle for the City of Marysville to allow for cell communication between first responders during a disaster.

What is the desired outcome of the project?

The desired outcome of this project is to purchase and provide training for the CRD. In addition, to provide available connectivity for first responders and citizens to allow for communication during a disaster situation. The CRD being requested can be transported by a single person, off ground, on any 2" Class 3 or better trailer hitch, with no lifting required to mount or dismount. The unit allows for a 2-mile range for connectivity by FirstNet users, provides a wi-fi hotspot for a radius of 500 feet, allows for up to 600 connected LTE devices, provides high-speed satellite internet, and is waterproof and weatherproof.

How will successful completion be measured?

The purchase and subsequent training for the CRD will be a quantifiable measurement of the project implementation. In the unlikely event of a real disaster situation, the connected usage of the CRD will also be quantifiable.

How does this project support community and/or stakeholder collaboration to foster a culture of preparedness and resilience?

All first responders in the County have FirstNet cellular availability. This allows for them to utilize cellular connectivity within the 2-mile radius of the CRD. Community members without FirstNet availability will also be able to connect to the CRD to receive disaster messaging in the vicinity of the unit. Preparing in advance for disaster situations and acknowledging the need for rapid, available communication fosters a culture of preparedness.

TIMELINE**FY 2022 Emergency Management Performance Grant**

DATE	TASK
January 1, 2024	Grant Agreement Start Date
September 30, 2024	Grant Agreement End Date
November 14, 2024	Submit final reimbursement request, final report, training requirement report, and/or other deliverables.

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

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

BUDGET

FY 2022 Emergency Management Performance Grant

22EMPG AWARD \$ 44,744.00

SOLUTION AREA	BUDGET CATEGORY	EMPG AMOUNT	MATCH AMOUNT
PLANNING	Personnel & Fringe Benefits	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Supplies	\$ -	\$ -
	Consultants/Contracts	\$ -	\$ -
	Other	\$ -	\$ -
	Subtotal	\$ -	\$ -
ORGANIZATION	Personnel & Fringe Benefits	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Supplies	\$ -	\$ -
	Consultants/Contracts	\$ -	\$ -
	Other	\$ -	\$ 11,493
	Subtotal	\$ -	\$ 11,493
EXERCISE	Personnel & Fringe Benefits	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Supplies	\$ -	\$ -
	Consultants/Contracts	\$ -	\$ -
	Other	\$ -	\$ -
	Subtotal	\$ -	\$ -
TRAINING	Personnel & Fringe Benefits	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Supplies	\$ -	\$ -
	Consultants/Contracts	\$ -	\$ -
	Other	\$ -	\$ -
	Subtotal	\$ -	\$ -
EQUIP	Equipment	\$ 44,744	\$ 33,251
	Subtotal	\$ 44,744	\$ 33,251
M&A	Personnel & Fringe Benefits	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Supplies	\$ -	\$ -
	Consultants/Contracts	\$ -	\$ -
	Other	\$ -	\$ -
	Subtotal	\$ -	\$ -
Indirect		\$ -	\$ -
Indirect Cost Rate on file		0.00%	for Time Period of: N/A
TOTAL Grant Agreement AMOUNT:		\$ 44,744	\$ 44,744

The Subrecipient will provide a match of **\$44,744** of non-federal origin, 50% of the total project cost (local budget plus EMPG award).

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

Funding Source: U.S. Department of Homeland Security - PI# 723PT – EMPG

Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

NAME City of Marysville		Doing business as (DBA)	
ADDRESS 501 Delta Avenue Marysville WA 98270	Applicable Procurement or Solicitation #, if any:	WA Uniform Business Identifier (UBI) 600-200-009	Federal Employer Tax Identification #: 91-6001459
This certification is submitted as part of a request to contract.			

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

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

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

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

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

Bidder or Contractor Signature: _____

Date: _____

Print Name and Title: Jon Nehring, Mayor

FEDERAL DEBARMENT, SUSPENSION INELIGIBILITY and VOLUNTARY EXCLUSION

(FREQUENTLY ASKED QUESTIONS)

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

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

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

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

Why am I required to sign this certification?

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

What is Executive Order 12549?

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

What is the purpose of this certification?

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

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

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

What or who is a “lower tier participant”?

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

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

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

Sample Debarment, Suspension, Ineligibility, Voluntary Exclusion Contract Provision

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

SIGNATURE AUTHORIZATION FORM

WASHINGTON STATE MILITARY DEPARTMENT
Camp Murray, Washington 98430-5122

Please read instructions on reverse side before completing this form.

NAME OF ORGANIZATION City of Marysville	DATE SUBMITTED 6/4/2024
PROJECT DESCRIPTION 2022 EMPG Reallocation	CONTRACT NUMBER E24-336

1. AUTHORIZING AUTHORITY

SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
	Jon Nehring	Mayor

2. AUTHORIZED TO SIGN CONTRACTS/CONTRACT AMENDMENTS

SIGNATURE	PRINT OR TYPE NAME	TITLE
	Jon Nehring	Mayor

3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT

SIGNATURE	PRINT OR TYPE NAME	TITLE
	Sarah LaVelle	Emergency Prep. Manager
	Stephen Doherty	Information Services Director

INSTRUCTIONS FOR SIGNATURE AUTHORIZATION FORM

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

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

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

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



CRDTM for FirstNet[®] Product Overview

A Compact Rapid Deployable for FirstNet Cellular & Internet Connectivity WHEN and WHERE it's needed.

For more information, please contact your **FirstNet Sales Team at AT&T.**

RESCUE 42

CRD Compact Rapid Deployable

COW Cell-On-Wheels

The CRD for FirstNet provides connectivity when and where AT&T cellular coverage is unavailable. This could be due to a network outage, or where AT&T does not provide service. It will support up to 600 simultaneous FirstNet users. The CRD also provides high speed Internet via Wi-Fi or Ethernet cable. The CRD may be purchased and operated by any Primary or Extended-Primary FirstNet customer. CRDs are easy to store indoors and can be transported by a single person, off the ground, on any 2" Class 3 or better trailer hitch, with no lifting required to mount or dismount.

Delivers Internet & Cellular When & Where It's Needed Most

Can use one of the multiple backhaul pathways to establish a connection.

Single-Person Deployment + No Lifting

Anyone can load the CRD on the vehicle, with no prior experience or strength necessary.

User-Friendly, Intuitive & Affordable

Simple "push-to-deploy" technology with an auto-acquiring satellite system.

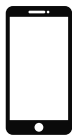
FEATURES



FirstNet Range up to 2 Miles



Wi-Fi Hotspot up to 500'



Up to 600 Connected LTE Devices



High-Speed Satellite Internet



Weatherproof + Waterproof

FIRSTNET®
MegaRange™

MegaRange HPUE Compatible

BENEFITS

- Fully functional FirstNet COW
- Connects you to the cloud
- Deployable by single person
- Goes right to the incident
- Many uses, not just FirstNet
- No special training required, simple to use

USES

- Emergency response
- Remote internet connectivity
- Business continuity/recovery
- Restore internet service
- Supply internet to other units
- Support VoIP, RoIP, and IoT
- Backup your PSAP or dispatch

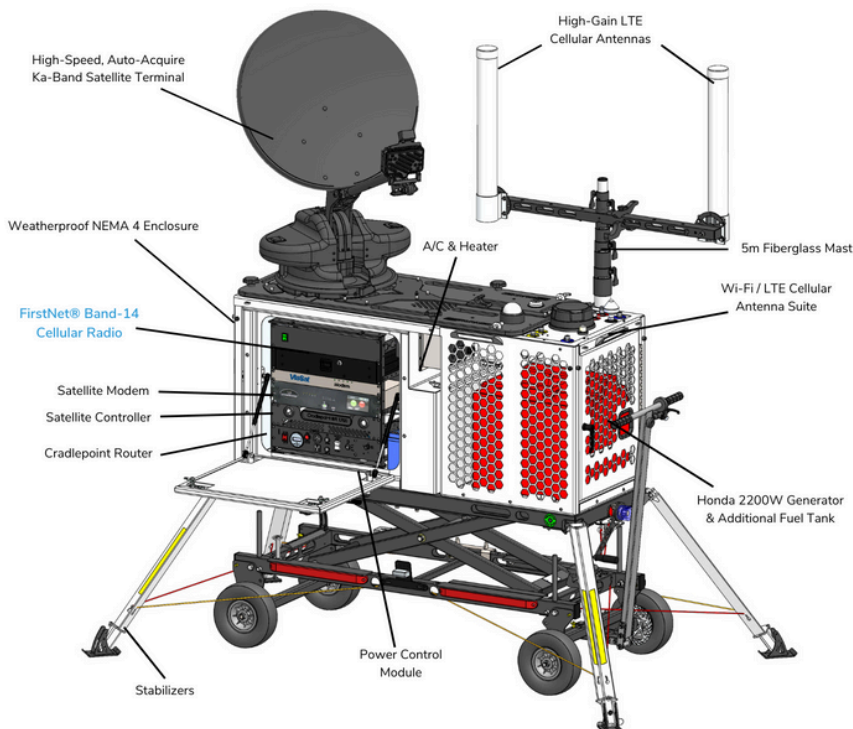
CRD™ for FirstNet® — Overview

The CRD can roll through standard doorways and onto most elevators. They are transported on any 2" Class 3 or better trailer hitch with no modification to the carrying vehicle. This transportation method allows the CRD to be carried anywhere the SUV/Truck can maneuver. It is not towed behind the vehicle like a trailer, but rides wheels-up, like a cargo-carrier. This eliminates ongoing fees like registration, licensing and insurance, that would typically be required for trailers.

TRANSPORT



DETAILED DIAGRAM



Mast shown lowered for display



Mast shown in deployed position

DISASTER

- An incident has occurred (Hurricane, Fire, Flood, Earthquake, Tornado, Terrorism, etc.) where FirstNet Cellular service is disrupted or not available. You deploy your CRD for FirstNet. No Internet or network LTE of any kind is available, so the system uses the high-speed satellite service to supply Internet to the FirstNet radio. All FirstNet cell phones and devices up to two miles function normally. Non-FirstNet devices within 500' can use the Wi-Fi signal. Non-FirstNet cell phones within 500' can make phone calls using the Wi-Fi Calling feature.
- You are working a Forest (vegetation) Fire. You deploy a CRD to each Branch/Division or Drop Point on the fire. For the first time, everyone can watch the daily safety briefings, download IAPs, maps, make phone calls, send/receive email and texts, and make logistics requests at the fire. Safety, efficiency, and morale improve dramatically.



Dixie Fire (CA) Drop Point



New Orleans City Hall Hurricane Ida 2021

BUSINESS CONTINUITY

- A backhoe at a construction site accidentally cuts a fiber optic cable, and your building loses Internet and Wi-Fi. You roll the CRD out into the parking lot and link to the FirstNet Cellular network with the CRD's onboard antennas. You stretch an Ethernet (wired internet) cable from the CRD into your building and plug it into your building's Internet router. The building Internet and Wi-Fi are restored, VoIP phone service is restored, and everyone goes back to work.
- A foreign or domestic, physical or cyber attack takes out the Cellular and Internet communications. Within minutes you establish your own High-Speed satellite-backhailed communications network to restore FirstNet service and Internet to PSAPs, ICPs, hospitals and offices. You plug the CRD into shore power and function normally for weeks until the terrestrial communications system is restored.

PLANNED EVENT

- You need to work in a remote area or provide internet to an area away from normal cell service. This could be a remote hospital, a concert or festival, fire, remote Law Enforcement operation, etc. You transport your CRD to the site on any trailer hitch, using a 4WD vehicle if needed to traverse rough terrain. Within 15 minutes from arrival, you established a FirstNet cell site and Wi-Fi Hotspot. The generator and expanded fuel system keep the CRD running for 60 hours before refueling.



Hospital and FEMA Tornado Command Support

The CRD is not just a cell tower. It is designed to do many jobs. There are multiple ways it can be deployed. The CRD has multiple pathways it uses to talk to the internet and the outside world. This is generally called WAN, or Wide Area Network. In the Cellular world, this is called Backhaul. The Cradlepoint router manages this traffic and uses Ethernet (wired internet), Wi-Fi from another source, high speed satellite or cellular network SIM cards to communicate with any working cell towers in the area for internet connectivity. Different SIM cards can be used based on which working cell towers are available, and can be easily changed as needed using a screwdriver. Instructions for this can be found in the Owners Manual & User Guides.

The pathways the CRD uses to communicate with you are called LAN, or Local Area Network. Cellular networks sometimes refer to this as User Access.

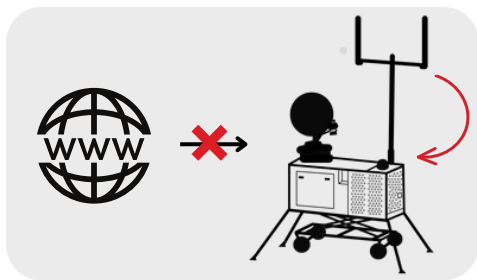
Warning: It is important to understand that you cannot simultaneously transmit FirstNet cellular from the CRD while FirstNet SIM cards are in the Cradlepoint router. Use your FirstNet SIM cards only when providing Wi-Fi and/or wired ethernet with the FirstNet cell tower radio off.

SIM CARD USAGE

Using different SIM Cards

SIM cards are small integrated chips that hold a unique identification number, phone number and other data that links to the customer's cellular/LTE provider's account. In the CRD, SIM cards in the Cradlepoint modem are used to communicate with the local cellular towers to bring data to the unit.

The CRD can become a local cellular tower by using the contained SBO FirstNet Cellular radio to transmit a FirstNet LTE cell signal. When using the FirstNet Cellular radio with the mast and antenna, the CRD has effectively become a local FirstNet LTE cell tower.



It is important to remember that there cannot be the same carrier of SIM in the Cradlepoint as the signal being transmitted through the CRD radio and mast.

The SIM will lock onto the CRD cell tower and create a no-data loop. For example, if the CRD is transmitting as a FirstNet cell tower, there cannot be black FirstNet SIMs in the Cradlepoint.

In some use cases, the CRD does not need to transmit FirstNet LTE, but needs to provide internet to a building that has lost its internet connection. In these cases, it is recommended to put black FirstNet SIMs into the Cradlepoint and let them communicate with either a local FirstNet cell tower or an AT&T tower for high-speed internet access with priority and preemption.

Four Standard Configurations + Use Examples

1. TERRESTRIAL BACKHAUL (WAN)

Satellite OFF - FirstNet mast/radio OFF

This configuration is used where you have a ready supply of Internet (WAN) from an Ethernet cable plugged into the CRD, Wi-Fi from a local source, or good Cellular signal from a Cellular network using SIM cards (including FirstNet SIM) in Cradlepoint router. The CRD is providing internet to the users (LAN) using wired internet (ethernet) and Wi-Fi. The satellite terminal and FirstNet mast are not needed.

WAN

- Ethernet (wired Internet)
- Wi-Fi as WAN
- Cellular – FirstNet SIM card(s) installed in CradlePoint



Satellite off, FirstNet Radio off

LAN

- Ethernet (wired Internet)
- Wi-Fi
- Cellular – Supports Wi-Fi calling for any network

Examples:

- Provide a Wi-Fi hotspot using a building's Ethernet cable as backhaul
- Provide a Wi-Fi hotspot using the FirstNet Cellular network as backhaul
- Provide wired Ethernet to a building (restore Internet) using the FirstNet Cellular network as backhaul

2. SATELLITE BACKHAUL (WAN)

Satellite ON - FirstNet mast/radio OFF

This configuration is used where you do not have a supply of Internet (WAN) from terrestrial sources. The high-speed satellite terminal is deployed to provide Internet WAN connectivity. The CRD is providing (LAN) Ethernet and Wi-Fi. The FirstNet mast/radio are not needed.

WAN

- High Speed Satellite
- FirstNet SIM cards installed in Cradlepoint



Satellite ON, FirstNet Radio off

LAN

- Ethernet (wired Internet)
- Wi-Fi

Examples:

- Provide a Wi-Fi hotspot using satellite as backhaul
- Provide wired Ethernet to a building (restore Internet) using satellite as backhaul

3. TERRESTRIAL BACKHAUL (WAN)

Satellite OFF - FirstNet mast/radio ON

This configuration is used where you have a ready supply of Internet from an Ethernet cable plugged into the CRD, Wi-Fi from a local source, or good Cellular signal from a cellular network **not** including FirstNet. This is because you cannot broadcast a FirstNet signal from the CRD's FirstNet mast/radio and attempt to backhaul to the FirstNet network cell towers at the same time. The CRD is providing Ethernet, Wi-Fi and up to two miles of FirstNet Cellular service. The satellite terminal is not needed.

WAN

- Ethernet (wired Internet)
- Wi-Fi as WAN
- Cellular – Any Network
SIM card(s) except FirstNet



Satellite off, FirstNet Radio ON

LAN

- Ethernet (wired Internet)
- Wi-Fi
- FirstNet Cellular Service

Examples:

- Provide a Wi-Fi hotspot using a building's Ethernet cable as backhaul
- Provide a Wi-Fi hotspot using any LTE network except FirstNet as backhaul
- Provide wired Ethernet to a building using any LTE network except FirstNet as backhaul
- Provide FirstNet Cellular service backhauled to any LTE network except FirstNet

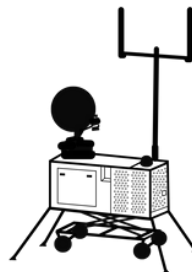
4. SATELLITE BACKHAUL (WAN)

Satellite ON - FirstNet mast/radio ON

This configuration is used where you do not have a supply of Internet (WAN) from terrestrial sources. The high-speed satellite terminal is deployed to provide Internet WAN connectivity. The FirstNet mast is raised on the CRD providing (LAN) Ethernet, Wi-Fi, and up to two miles of FirstNet Cellular service.

WAN

- High Speed Satellite



Satellite ON, FirstNet Radio ON

LAN

- Ethernet (wired Internet)
- Wi-Fi
- FirstNet Cellular Service

Examples:

- Provide a Wi-Fi hotspot using satellite as backhaul
- Provide wired Ethernet to a building (restore Internet) using satellite as backhaul
- Provide FirstNet Cellular service using satellite as backhaul

NOTE: The satellite may be used in all configurations. If there are other WAN sources, the Cradlepoint router will automatically place the satellite in ready stand-by. If the other WAN source goes down, the satellite will automatically connect as the WAN source.

EXTERNAL

- Dimensions: 62" tall X 68" long X 31" wide
- White Powder-Coated Finish
- FirstNet Built with AT&T Logo – Front & Back
- NEMA 4X/IP66 Compliant Electronics Enclosure
- 400 BTU Solid State AC/Heater
- Enclosure and Generator Compartment Locks
- DOT Compliant LED Stop, Turn, and Taillights
- Illuminated License Plate Mount
- LED Scene lights 4 Sides
- Solid Core Never-Flat Tires
- Hydraulic Disk Brakes with Parking Brake
- Wheel Chocks
- 5M Fiberglass Telescoping Mast with Guy Lines

POWER SYSTEM

- Up to 60 Hours of Off-Grid Runtime (240 Hours with Generator/Battery Cycling)
- Shore Power and Generator AC Inputs
- 50' AC Power Cord
- 12 VDC Power Input (Vehicle, Battery, Solar)
- Honda 2200-Watt Inverter Generator with Bluetooth
- 6-Gallon Auxiliary Gas Tank with Auto-Feed System
- Battery and ICU System (Inverter/Charger/UPS)
 - 52 Ah "Smart" LiFePO₄ Battery
 - 50 A Micro-Processor Battery Charger/Manager/UPS
 - 1000W Pure Sine Wave Inverter with AC Pass-through
- Power Control Module (PCM)
 - Power Management Switches, Breakers, Fuses
 - Digital Battery Monitor with Bluetooth
 - Alarm System - Visual/Audible and E-Mail/text
- Internal Panel Power Ports
 - 120 VAC, USB
- Surface Wire Ground Kit with Lightning Protection

COMMUNICATIONS & CONNECTIVITY

- FirstNet Nokia SBO eNodeB (Band-14)
 - Up to 2 Mile Range
 - Connected to 6 dBi High Gain Mast Mount Antennas
- Cradlepoint IBR1700 1200 Router (FirstNet Ready)
 - Local and Cloud-Based NetCloud Manager
 - 5 Year, 24/7/365 Support
 - 5 Year Hardware Warranty
 - Dual Modem Capability – One modem supplied
 - SD-WAN with Auto Failover/Failback
 - Wired Ethernet
 - Wi-Fi as WAN
 - LTE WAN (Customer Provide SIMs)
 - SATCOM

COMMUNICATIONS & CONNECTIVITY

- Antennas
 - Panorama 10-in-1: MIMO-LTE/Wi-Fi/GPS
 - 2 High Gain Band-14 LTE Mast Mount
- SATCOM
 - Winegard WV750P One-Touch Auto Acquire Ka-Band VSAT Terminal with advanced nextgen ViaSat 3 Satellite Communication Capability
 - Viasat Satellite Data Plans
 - Purchased Separately by customer
 - Emergency Response Plans - Priority QoS
 - Single CRD plans for individual terminals
 - Pool plans available for Multi-CRD usage
 - Auto Deploy, Point & Stow Satellite System
 - Remote Terminal Deployment System – 100' Cables
 - 24/7/365 Telephone Support
 - Manual Compass & Bubble - Emergency Alignment
- User Access (LAN)
 - FirstNet Band-14 LTE
 - Wi-Fi 802.11 a/b/g/n/ac
 - Wired Ethernet & VoIP Capable
 - Wi-Fi Calling with most Mobile Phones
 - 16-Port Keystone Jack Patch Panel
 - Waterproof Ethernet Exterior Bulkhead Panel

TEMPERATURE

- Cold Start -20° to 50° C (-4° to 122° F)
- Operating -30° to 50° C (-22° to 122° F)

OTHER

- 1 Year Manufacturer Warranty
- Accessory Bag
- Keys
- Owner's Manual

SHIPPING

- Pallet (Common Carrier)
 - Dimensions : 40"w x 80"l x 60"h
 - Weight: up to 650lbs
 - Forklift or Lift Gate Required



**24/7/365 Phone Support for
Devices Covered by Warranty or
Maintenance & Support Plans
877-288-9611**

CRD PRICE

- To request a quote, contact: Deployables@Rescue42.com or 888-427-3728 ext. 2
- Includes free delivery within the 48 contiguous United States.
 - Ka-Band FirstNet CRD will only work in the contiguous United States, Hawaii, and part of Alaska. Non-contiguous states incur additional shipping charges.
- Customer adds Satellite data plan, SIM card(s), and a second Cradlepoint modem (if desired).

FIRST RESPONDER KA-BAND SATELLITE DATA PLANS

- Customer establishes their own ViaSat® satellite data plan.
- First Responder data plans have “high-priority” satellite access on the ViaSat satellite system.
- High-priority satellite access plans supersede/preempt all aviation, commercial or home users.
- SLA is 18 Mbps downlink X 5 Mbps uplink. Bursts may exceed 30 Mbps X 10 Mbps.
- No throttling or shut-off if you go over your annual data usage limit.

OPEX ANNUAL COST INFORMATION

- Overage use billing for a major incident can be separately charged to the incident budget. When this happens, your annual data plan resets. Note that most training events test the satellite and then switch the rest of the training to LTE backhaul. As mentioned, major incident data usage can be charged against the incident.
- Larger pooled data plans are available to allow one or more CRDs anywhere in the country to use data from the same data plan. There is only one annual bill for all CRDs on a pooled plan. All plans must be pre-paid.
- Most data usage occurs from recreational video viewing and video gaming. Controlling recreational usage on your data plan will allow a lower annual data plan to be sufficient for most agencies.



CRD and miniCRD

- The CRD for FirstNet is available to purchase on the following AT&T contracts:
 - NASPO VALUEPOINT (MA149-1) | NPPGov Master AGID: 9145742 | Sourcewell: 080119-ATT
- AT&T Capital Finance lease options are available.
- Federal, State, and Foundation Grants are available to agencies to help cover the cost of the CRD for FirstNet.

MAINTENANCE & SUPPORT

In the critical moments of an emergency every second counts. That's why your team needs to be focused on the incident at hand - not on technical issues with your deployable. With a Maintenance & Support plan, our team of experienced telecommunications engineers become an extension of your team, 24/7/365 - simplifying overhead and providing you with reliable coverage when and where you need it most.

DETAILS:

- 24/7 Network Operations Center (NOC)
- Coverage available to contiguous U.S.
- Next business day response (M-F/8-5)
- On-Site Troubleshooting & Repairs (if unable to resolve remotely)
- 1 Scheduled Annual Maintenance Visit
- Minimizes Downtime in the Field
- Ensures Preparedness
- Maximizes the Lifespan of the Deployable
- Allows for Budgeting of Maintenance

Next Business Day Response (M-F/8-5)

- 24/7 Phone Support
- Troubleshooting/Repairs (parts not included)
- Up to 1 Unplanned Service Visit
- 1 Scheduled Annual Maintenance Visit
- Includes Travel Time

\$3,999.99/Year

TRAINING PLANS

Operation of the CRD requires a minimum baseline knowledge of the individual components that come with the deployable. Rescue 42 offers an On-Site CRD Training to teach your team the fundamentals required to operate your CRD. The training will be specific to your individual CRD to offer full autonomy to deploy and operate the system in the field.

OVERVIEW:

- Up to 4 hours at your specified location.
- Training to cover individual systems operation, transporting and storing the CRD, and basic troubleshooting. Training documentation and resources to be provided
- Up to 10 personnel per training

TRAINING INCLUDES:

- Loading & Unloading from a Vehicle
- Stabilizing the CRD
- Mast and Antenna Deployment
- Initial Setup
- Satellite Deployment
- Wireless Access and Networking
- Function Test
- Depowering Unit
- Q&A
- Required Maintenance

CRD FOR FIRSTNET ON-SITE TRAINING

- Scheduling availability – Two-week standard turnaround
- Service/Support and Training Plans in Hawaii or Alaska must call Rescue 42 for a quote
- Rush training for requests less than 2 weeks out require an additional fee
- Back to back training or training for teams greater than 10 people will require an additional charge

\$4,499.99

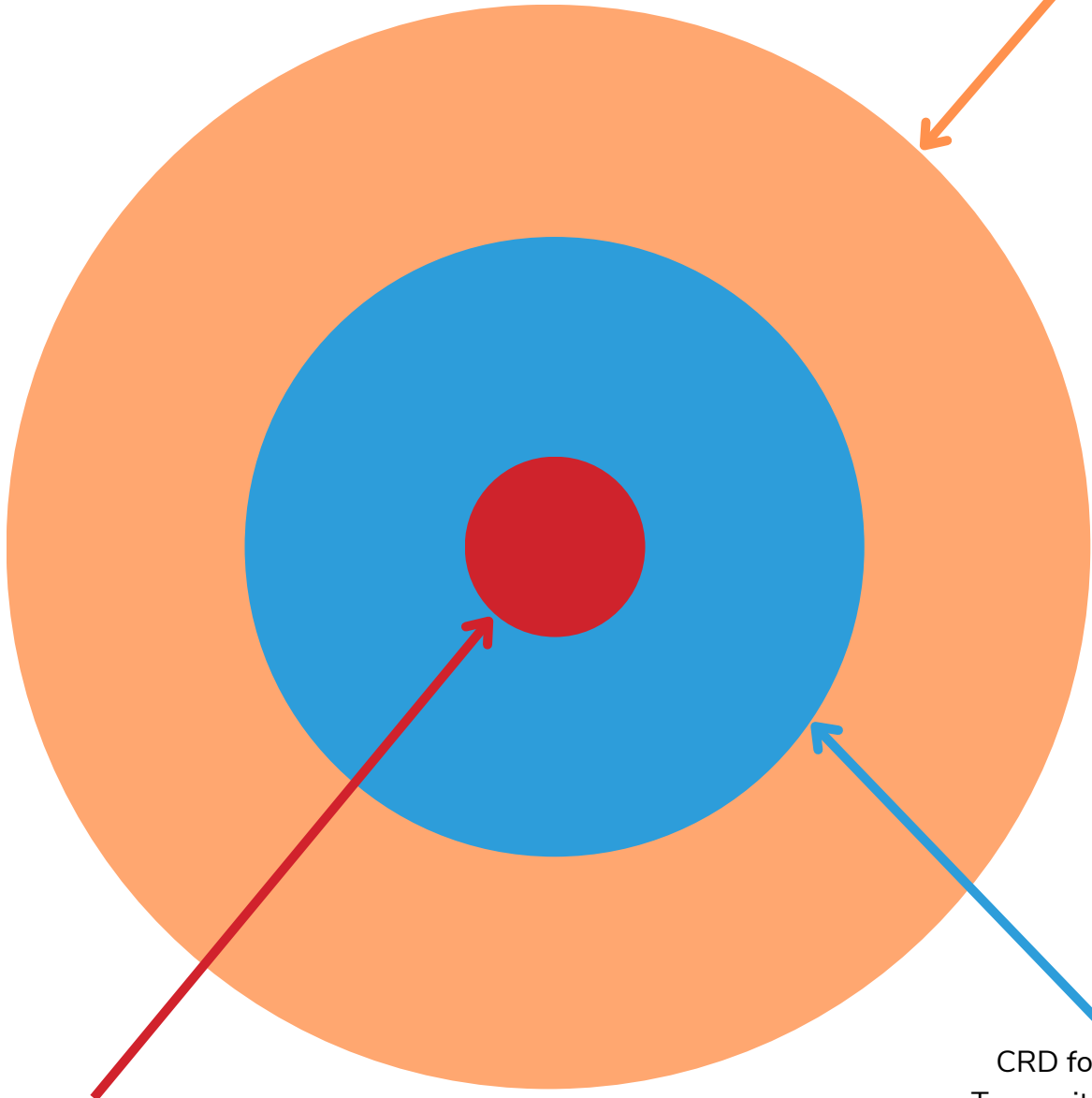
Competitor COW (Cell-On-Wheels) — Up to 1/2 Mile

CRD for FirstNet — Up to 2 Miles

MegaRange™ — Up to 4 Miles

Area of a Circle = πr^2

MegaRange – HPUE Coverage
Range up to 4 miles
 $3.14 \times 4^2 \approx 50 \text{ Miles}^2$



Commercial Network Customer Owned Cows
Transmit Power 0.25W
Range up to 1/2 Mile
 $3.14 \times .5^2 = > 1 \text{ Mile}^2$

CRD for FirstNet
Transmit Power 5W
Range up to 2 miles
 $3.14 \times 2^2 \approx 12 \text{ Miles}^2$



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Additional Information For Reference:

- <https://www.youtube.com/watch?v=TimOZ0jxHEQ>
- https://www.youtube.com/watch?v=Ty_qKM-bB2s
- <https://www.youtube.com/watch?v=LD-WQY1R39A>
- <https://www.firstnet.com/coverage/band-14.html>



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	June 10, 2024
SUBMITTED BY:	Parks Director Tara Mizell, Parks, Recreation & Culture
ITEM TYPE:	Award Funding
AGENDA SECTION:	New Business
SUBJECT:	Marysville Art Grants
SUGGESTED ACTION:	<u>Recommended Motion:</u> I move to approve the recommendation from the Marysville Park Board to fund the National Mural Award Project for \$20,000 and the Marysville City Band \$1,600.
SUMMARY:	The city received five applications for the Marysville Art Grants. The applications were reviewed by the Marysville Park Board and they are recommending funding for two applications. The first group is the National Mural Awards. This program will feature a 48 Hour Mural Festival. The group will work with our community to locate locations for the murals and work with 6-10 regional artists to participate. The public will be invited to watch the process. \$20,000. The second group is the Marysville City Band. They will use the funds to focused on equipment and obtaining additional music/music folders. They perform free of charge at numerous community events.

ATTACHMENTS:

[Art Grants application.docx](#)
[Jason_Tetlak-National_Mural_Awards.pdf](#)
[Lia_Blanchard-Marysville_Community_Band.pdf](#)

Marysville Cultural Art Grants

We believe that everyone deserves equal access to a full, vibrant and creative life, which is essential to a healthy society.

The City of Marysville is committed to funding grants that make a meaningful impact in our community by expanding access to arts and culture for residents and visitors throughout our city. We place a priority on funding grant requests that ensure artists and audiences of all ages, backgrounds, and identities are included, reflecting the City of Marysville's values of diversity, equity and inclusion.

Grant review criteria

- Cultural equity embodies the values, policies and practices that ensure all people-including but not limited to those who have been historically underrepresented based on race, ethnicity, age, disability, sexual orientation, gender, gender identity, socioeconomic status, citizenship status or religion are represented.
- Artistic excellence and innovation.
- Priority is given to projects involving Snohomish County-based organizations and artists. Applications from organizations outside our city will be considered if the project takes place within Marysville limits.

Eligibility requirements

- Organizations must be tax-exempt nonprofits under section 501 (c) (3) of the IRS code **or** be fiscally sponsored by a 501 (c) (3) nonprofit.
- Organizations must be non-discriminatory in their policies and practice in regard to race, ethnicity, age, disability, sexual orientation, gender, gender identity, socioeconomic status, geography, citizenship status or religion.

Eligible projects

- The commission funds artistic and cultural program costs, including artist fees, facility costs and production costs. Projects with an educational and cultural outreach component, designed to benefit students in Marysville are a plus.
- The commission funds projects taking place within Marysville city limits that are open to the general public.
- The commission does not fund scholarships, tuition assistance or staff time associated with the development and coordination of the project. Only time expended by the artist or artistic director is eligible for funding.

Timeline

- Application Period Opens - February 5, 2024
- Application Period Closes - March 29, 2024
- Marysville Park Board Selects Award Recipients - May 8, 2024
- Award Recipients Notified - By May 31, 2024

Questions?

Contact Tara Mizell at tmizell@marysvillewa.gov

Tara Mizell

From: noreply@civicplus.com
Sent: Saturday, February 10, 2024 8:37 AM
To: Tara Mizell
Subject: [External!] Online Form Submittal: 2024 Marysville Arts Application

Follow Up Flag: Flag for follow up
Flag Status: Flagged

[CAUTION:] This email originated from outside the City of Marysville. Do not click links or open attachments unless you recognize the sender and know the content is safe. Contact helpdesk if you have any concerns or questions.

2024 Marysville Arts Application

2024 Marysville Arts Application

Grant goals:

The City of Marysville is committed to funding grants that make a meaningful impact in our community by expanding access to arts and culture for residents and visitors throughout our city.

The City prioritizes grant requests that reflect the City's equity principles and ensures that artists and audiences of all ages, backgrounds and identities are included.

Eligibility Requirements:

Organizations must:

Be a tax-exempt nonprofit organization under section 501 (c) (3) of the IRS Code, **OR** be fiscally-sponsored by a 507 (c) (3) tax-exempt nonprofit organization,.

Be non-discriminatory in its policies and practices regarding race/ethnicity, age, disability, sexual orientation, gender, gender identity, socioeconomic status, geography, citizenship status, or religion.

Applicant Information

This is the information we will use to contact you about the status of your grant request, or if we have any questions.

Applicant's Name	Jason Tetlak
Position and/or title with applying Organization	Executive Director

If yes, please explain	While not directly focused on benefiting underserved groups, our outreach and programming is intended to assist artists of all ages and demographics.
Tell us why you believe you can complete this project?	As experts in the field of mural arts, we have had success with similar projects in the past by forging positive partnerships in the communities where we conduct our outreach and we are confident that we will have similar results in Marysville.
Program/project budget	
How much funding are you requesting from Arts Grant Program?	\$20,000
How much, if any, matching funds is your organization contributing?	<i>Field not completed.</i>
Please provide a brief overview of your program/project budget*	Our program is a 48 Hour Mural Festival that features a kick-off meet and greet, two days of live artists painting, and a wrap party that engages the community and provides a marketable event, all while developing large scale artwork to transform and beautify the area. The program starts by identifying and working with local stakeholders and organizations to find a suitable location for the event, as well as identifying 6-10 local/regional artists to participate. These artists are offered a stipend to cover their expenses and are then given 48 hours to develop and execute a mural. The public is then invited to come out and watch the artists work, culminating in a block party style event where artists are available for interviews with local media and to pose for photos with the public. Along with organizing the program, we provide educational/outreach efforts alongside the festival in the form of Q&A's or panel discussions, and the budget provided by this grant covers all the costs related to the event, including the artist stipends, travel costs, and materials.
UPLOAD: Project Budget Supplement	<i>Field not completed.</i>
Tell us how a cultural arts grant will help you accomplish your	Our mission is to celebrate the community-building power of murals as well as the overwhelming talent of the artists who create them. Because of the size of our organization we have been focused on efforts in the Southeast, but this grant will

organization's stated mission? allow us to look beyond those geographic constraints to serve our mission in the Marysville community as well.

Supplemental Uploads [NMA Outreach.pdf](#)

Authorization I certify that the above information is correct, and that I am authorized by the Board of Directors of this organization to submit this grant application

Signature/ Typed Name Jason Tetlak

Position/Title Executive Director

Date 2/10/2024

Thank you for your application. If you have additional questions, please contact, Tara Mizell at tmizell@marysvillewa.gov.

Email not displaying correctly? [View it in your browser.](#)

National Mural Awards - 48 Hour Mural Festival Estimated Budget
Marysville, WA

• Initial development & promotion to help in finding locations and partners	\$1,500
• Stipends to local/regional artists for participating	\$8,000
• Supplies and materials for prepping walls	\$2,000
• Kickoff event to welcome artists and explain the process	\$500
• Community outreach event to discuss murals and the benefits of public art	\$500
• Public block party wrap up event, food trucks, DJ, etc.	\$1,000
• Travel expenses	\$2,000
• Photography	\$500
• Prizes for winning artists	\$2,000
• Contingency to cover weather delays or incidental expenses that may arise.	\$2,000
	Total Budget \$20,000



National Mural Awards

Jason Tetlak, Executive Director

Email:

Jason@NationalMuralAwards.com

Phone: 904-422-8810

www.NationalMuralAwards.com



Jason Tetlak, Executive Director

Jacksonville-based muralist Jason Tetlak has been commissioned by communities across the country to create public murals – a journey that gave him the idea to found the National Mural Awards. In 2018, Jason was officially recognized by Guinness World Records as having created the largest hand-painted 3D mural in the world, which is located in the Jacksonville neighborhood of Brooklyn. Jason's passion for murals and the artists who create them has helped him develop a nationwide network of artists and arts administrators. He is a graduate of Flagler College with a degree in Art.



Tia Brown, Operations Counsel

A Jacksonville native living in Asheville, NC, Tia is lead for Digital Strategies for Slalom, a management consulting company, working with Public Sector clients. She focuses on information technology platforms and system integrations in transportation, analytics, human and social services, healthcare, education and nonprofits. She helps clients define pain points and desired customer and employee journeys to create technical solutions for programs that balance clients' project goals with regulatory and compliance requirements.



Kevin Cramer, Content Development

A writer and lecturer, Kevin is a 2007 Samuel Goldwyn Award finalist and author of five books including the recent *American Grunt: Ridiculous Stories of a Life Lives at \$8.00 an Hour*. Kevin's skills of creative writing and content development will serve the National Mural Awards well as a part of ongoing outreach and engagement efforts. He is a graduate of Flagler College where he received his BA, University of California-Riverside where he received an MFA in Screenwriting, and Penn State University where he received his MS in Secondary School Counseling.



Josh Jacobson, Project Counsel

As CEO of Next Stage, a social impact consulting company serving the Southeast, Josh has led client engagements with more than 200 organizations. Josh's expertise is in strategic position and tactical design, leading Next Stage's work in strategic planning and collaboration management. He got his start with the Cultural Council of Greater Jacksonville where he serves as Grants Manager before relocating to NYC where he worked at the Juilliard School and Manhattan Theatre Club. Like his collaborators on this project, Josh also graduated from Flagler College with a BA degree.

ORGANIZATIONAL TEAM



2024 ENGAGEMENT & OUTREACH OVERVIEW



National Mural Awards



Key Detail, Geneseo, NY
2023 National Mural Awards Winner

Celebrating the Community-Building Power of Murals & the Artists Who Create Them

What is the value of a mural? What was once thought of as merely 'street art' has evolved into an important part of public art programs across the country. And yet, few avenues exist to recognize the creatives who develop them or the communities that make them a priority.

Until now.

In early 2023, we launched the **National Mural Awards** to stir the imagination and build a network of artists, community leaders, public art programs, local arts agencies, media outlets and corporate sponsors. The inaugural awards featured artists from across the US, highlighting a wide array of styles and subjects.

The feedback was overwhelmingly positive. In 2024, we are expanding our outreach and formalizing a yearlong effort to increase awareness, appreciation and engagement with murals as a component of community-building.

As a 501 c3 nonprofit organization, we have a mission to celebrate the community-building power of murals and the artists who create them.

Thank you,

Jason Tetlak, Executive Director
National Mural Awards



INTRODUCTION

Increasing Awareness & Engagement with Murals

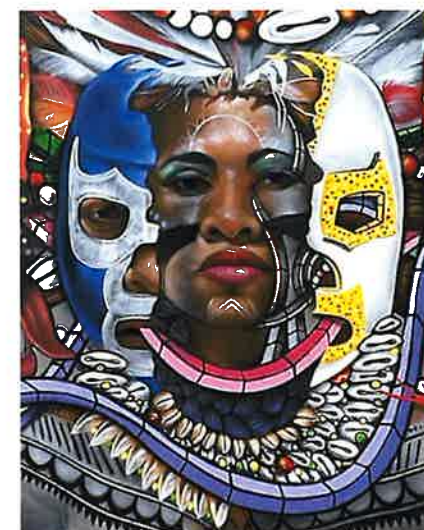
Having put the National Mural Awards on the map in 2023, our 501c3 nonprofit organization has big plans for the coming year. We have a goal of dramatically increasing the reach of our work to recognize mural artists and the communities that give them opportunities.

In 2024, the National Mural Awards will feature:

- **Community Award Category** – To recognize the important role of supportive institutions, we are adding a category for Community Awards to lift up nonprofits and community organizations that have funded, organized, coordinated and/or commissioned public murals in their communities. We are also adding a special City Award to recognize municipalities that make murals a priority in their public art programs.
- **Expanded Outreach in the Southeast** – Our goal of robust nominations from across the country will be advanced through our outreach to cities throughout the Southeast in Q4 2023 and Q1 2024. We endeavor to get people talking about the role murals play in their communities and the importance of artists who bring them to life. We will facilitate discussions and engage in public presentation, workshops and demonstration projects.
- **Event: Awards Celebration in Corpus Christi, TX (June 5-8, 2024)** – We have partnered with the Corpus Christi Mural Festival to launch our annual awards celebration in a community that has demonstrated a commitment to public murals and the artists that create them. Mural tours, panel discussions and networking events throughout the week will culminate in the announcement of the 2024 award recipients to recognize artists and community organizations. We also plan to include a Lifetime Achievement Award for a nationally renowned muralist.



National Mural Awards



Edwin Sepulveda, Miami, FL
2023 National Mural Awards Winner

EXECUTIVE SUMMARY



The Rise of Murals in Community-Building

While public art has been produced throughout the ages, aerosol art began life in the 1960s and 1970s perceived primarily as a nuisance and the domain of graffitiist.

Over the last several decades, public murals have evolved with a strong business and civic case for support:

- **Placemaking & Economic Development** – Murals have become an important part of public art programs due to their popularity with taxpayers and the role they play in boosting local economies. Many cities across the country have made murals a centerpiece of their beautification and community revitalization efforts.
- **Artists as Entrepreneurs** – Full-time artists who struggle to make a living have found murals to be a vital component of their sustainability as small business entrepreneurs. Muralists often travel the country as creative ambassadors of the cities where they live and primarily work.
- **Health & Community Benefits** – Research suggests that public art can combat feelings of anxiety and social isolation. As creative expression, they present an opportunity for community values and guiding principles to be shared and celebrated. This leads to stronger feelings of belonging and connection between residents.

THE COMMUNITY CASE FOR MURALS

2023 Award Winners

The first year of the National Mural Awards featured 100+ submissions by artists from throughout the United States. Murals were scored anonymously by a national panel of judges:

- **Lesly Allen** (Executive Arts Director, South Salt Lake Mural Fest)
- **Amber Danielson** (Executive Director, Marshall County Arts & Culture Alliance)
- **Alyssa Barrera Mason** (Executive Director, Corpus Christi Downtown Management District)
- **Tarra Petras** (Public Art Coordinator, City of Cleveland)
- **Jenee Priebe** (Director SHINE Mural Festival, St. Petersburg Arts Alliance)
- **Amanda Still** (Arts and Culture Coordinator, City of Georgetown, TX)
- **Jason Tetlak** (Executive Director, National Mural Awards)

2023 National Award Winners

Gold: Sonny Behan

Silver: Andrey Kravtsov

Bronze: Edwin Supulveda

REGION 1

Gold

Andrey Kravtsov,
New York, NY

Silver

Sophy Tuttle,
Medford, MA

Bronze

Kyle Confehr,
Philadelphia, PA

REGION 2

Gold

Edwin Sepulveda,
Orlando, FL

Silver

Nico Cathcart,
Richmond, VA

Bronze

Keith Doles,
Jacksonville, FL

REGION 3

Gold

Jonathan Muzacz,
Austin, TX

Silver

David Falter,
Cincinnati, OH

Bronze

Kevin Harp,
Cleveland, OH

REGION 4

Gold

Ernesto Maranje,
Sunrise, FL

Silver

Janavi Folmsbee,
Houston, TX

Bronze

Lucas Aoki,
Austin, TX

REGION 5

Gold

Sonny Behan,
Pembroke Pines FL

Silver

Nathan Frizzell, La
Quinta, CA

Bronze

Matt Monsoon, Salt
Lake City, UT



National Mural Awards



Ernesto Maranje, Odessa, TX
2023 National Mural Awards Winner

IN REVIEW: 2023 NATIONAL MURAL AWARDS



"I was proud to amplify the amazing work that Flint Public Art Project has been doing over the last ten years or so, facilitating hundreds of murals to be painted around the city, harnessing the creative energy of artists to infuse much needed color, life, hope and inspiration.

"This artform can give voice to the voiceless. Murals can inspire action and change, and hey can preserve and revisit important cultural narratives and history of place."

- **J. Muzacz**, 2023 Region Three, Gold Winner



"There aren't a lot of opportunities for professional development or recognition when you work as a muralist. The National Mural Awards was a great opportunity to share my work with a wider audience.

"Murals are an important form of community art because of the inherently democratic viewership. To experience a public mural, the viewer does not need money, education, status or access to spaces of privilege."

- **Sophy Tuttle**, 2023 Region One, Silver Winner



IN REVIEW: 2023 NATIONAL MURAL AWARDS

2024 Community Outreach Strategy

Murals have become an essential part of public art programs and vital part of sustainability for entrepreneurial artists. This is particularly true for smaller cities with fewer outlets for creatives.

In 2024, the team from the National Mural Awards is planning outreach to 25+ mid-sized cities across the Southeast, increasing awareness about the awards nomination process and advocating for the importance of this growing art form.

As a part of this outreach, Local Arts Agencies (LAAs) and other community groups can engage us to lead engagement on the subject of murals and their importance to communities. Opportunities include:

- **Forums & Workshops** – We can lead presentations and facilitate discussions for a wide array of audiences, from capacity-building sessions for artists on the business of mural-making to community forums focused on brainstorming ways to activate murals as a part of community-building.
- **Student Engagement** – Murals are an ideal platform for engaging youth and young adults. We can facilitate one-time or multi-day programs for high school and college-age student groups both introductory and advanced.
- **Demonstration Projects** – What better way to celebrate murals than to create a new one? We can tap into our database of artists, including past award winners, or work with artists local to a community to create a demonstration project that increases awareness and appreciation for murals.



National Mural Awards



Sonny Behan, Emeryville, CA
2023 National Mural Awards Winner

OUTREACH & ENGAGEMENT

48-Hour Mural Festival

Murals and other forms of storytelling public art are often used to entice people to frequent neighborhoods that are in the first stages of experiencing a cultural revival. Traditionally, this revitalization happens incrementally over a period of months to years. For those looking for a more immediate transformation, however, the National Mural Awards presents our **48 Hour Mural Festival**.

We coordinate with local developers, arts agencies, and neighborhood-based organizations to create a **weekend-long art immersion/block party** in which murals are taken from design, to application, to finished product in a mere two days. Similar to film and theatre festivals of the same nature, the 48 Hour Mural Festival provides not only an opportunity for local artists to feature their skills, but with multiple works being created during the celebration simultaneously, large structures or even full city blocks can pop with color and pictorial narrative almost overnight.

The great thing about a hosting a 48 Hour Mural Festival is that **everyone involved benefits**. Artists appreciate the challenge of creating something impactful while on a time crunch and the communal aspect of working side-by-side with other artists. Local businesses and charitable organizations appreciate the revenue it can generate in donations and sponsorship opportunities. And developers appreciate the excitement it can generate around a neighborhood and the earned media opportunities it creates that can be used to draw attention to their projects.



OUTREACH & ENGAGEMENT

2024 Community Outreach Tour

While based in Jacksonville, FL, the National Mural Awards aspires to grow its footprint across the United States. In 2024, we are connecting with arts agencies and advocates in mid-sized Southeastern cities where murals play an important role in sustaining artists and creatives. Cities prioritized for outreach include:

ALABAMA

Birmingham, Huntsville, Mobile, Montgomery, Tuscaloosa

FLORIDA

Clearwater, Fort Lauderdale, Fort Myers, Gainesville, Lakeland, Port St. Lucie, Tallahassee, West Palm Beach

GEORGIA

Athens, Augusta, Columbus, Macon, Savannah

NORTH CAROLINA

Asheville, Fayetteville, Greensboro, Wilmington, Winston-Salem

SOUTH CAROLINA

Charleston, Columbia, Florence, Greenville, Hilton Head, Spartanburg

TENNESSEE

Chattanooga, Clarksville, Knoxville, Johnson City, Murfreesboro

Groups for Outreach

- Artist Collectives & Advocacy Groups
- Chambers of Commerce
- Community Foundations
- Downtown/Economic Development Orgs
- Local Arts Agencies/Cultural Affairs Depts

OUTREACH & ENGAGEMENT

Celebration Week

From June 5-8, 2024, the National Mural Awards will present the first annual Award Celebration Week in Corpus Christi, TX. Activities will include:

- **Community Conversations & Presentations** – Throughout the week, we will present engaging programming in partnership with area nonprofits, schools, businesses and government agencies. Elevating public discourse about murals is an overarching goal of the organization.
- **Arts Education** – We celebrate the future of mural making through engagement with youth, young adults and working artists. This includes hands-on activities for high school and college students in local arts programs, and workshops for artists about the business of public murals.
- **Demonstration Murals** – Visiting artists representing award winners from 2023 will collaborate with local artists and institutions to create a demonstration mural(s) to celebrate the 2024 Award Celebration Week. The mural(s) created will be a lasting memory for Jacksonville of serving as the host city for the event and its commitment to artists as entrepreneurs.
- **Mural Tours** – Shining a light on the existing murals of our host city is a priority for the Award Celebration Week. Special tours will be mapped in partnership with cultural institution partners and launched in partnership with Art Bike, Pedal Pub and Go Tuk'n.
- **Awards Announcement** – The week culminates with the presentation of awards for the 2024 winners. New categories will include community awards to recognize the important role of supportive community institutions, as well as a Lifetime Achievement Award for a nationally renowned muralist.

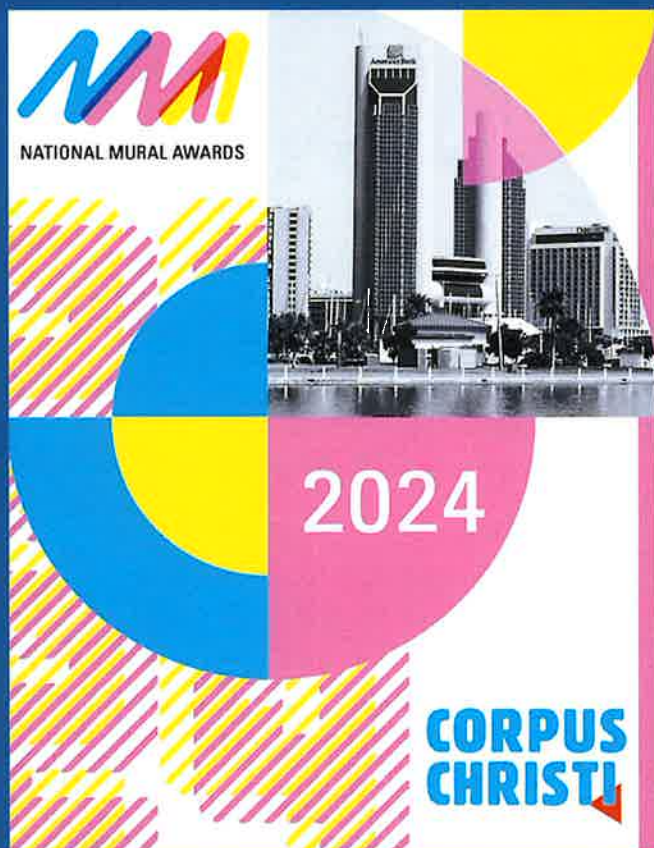


National Mural Awards



Keith Doles, Jacksonville, FL
2023 National Mural Awards Winner

2024 NATIONAL MURAL AWARDS



Awards Celebration – JUNE 5-8, 2024

Monday, June 3 – Tuesday, June 4

- Visiting artists arrive, begin demonstration murals
- Media engagement to increase awareness of Jacksonville as host city

Wednesday, June 5

- Art Walk - Panel discussion at MOCA featuring the five visiting artists (Offered for sponsors and partners, and as a ticketed event for members of the public)
- Meet-n-greet cocktail hour for visiting artists hosted at local eatery/business

Thursday, June 6

- Educational Outreach – Programming presented for youth, young adults and working artists in partnership with area schools, universities and cultural institutions
- Dinner for Jacksonville-area partners and creatives hosted at local eatery

Friday, June 7

- Mural Tours – Art Bike, Pedal Pub and Go Tuk'n mural tours of Jacksonville-area murals, branded map produced for public (sponsored & ticketed engagement)
- Nightly dinner hosted at local eatery,

Saturday June 8

- Arts Market - Q&A on stage with renowned muralist TBD.
- Awards Announcement – The 2024 awards will be announced, including the lifetime achievement award as well as the 2025 host city.

2024 NATIONAL MURAL AWARDS

From: noreply@civicplus.com
Sent: Sunday, March 24, 2024 3:35 PM
To: Tara Mizell
Subject: [External!] Online Form Submittal: 2024 Marysville Arts Application

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2024 Marysville Arts Application

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Grant goals:

The City of Marysville is committed to funding grants that make a meaningful impact in our community by expanding access to arts and culture for residents and visitors throughout our city.

The City prioritizes grant requests that reflect the City's equity principles and ensures that artists and audiences of all ages, backgrounds and identities are included.

Eligibility Requirements:

Organizations must:

Be a tax-exempt nonprofit organization under section 501 (c) (3) of the IRS Code, **OR** be fiscally-sponsored by a 507 (c) (3) tax-exempt nonprofit organization,.

Be non-discriminatory in its policies and practices regarding race/ethnicity, age, disability, sexual orientation, gender, gender identity, socioeconomic status, geography, citizenship status, or religion.

Applicant Information

This is the information we will use to contact you about the status of your grant request, or if we have any questions.

Applicant's Name	Lia Blanchard
Position and/or title with applying Organization	Board President
Applicant's email address	liablanchard99@gmail.com

Applicant's Phone Number 360-631-7241

Organization Information

These questions provide background information about your organization. It helps us understand what you do and why you do it.

The word "organization" herein applies to any person or group applying for Arts Grant.

Legal Name of Organization	Marysville Community Band
Which of these describes your organization?	Non-profit
Briefly describe the mission and background of organization*	Marysville Community Band is a 501(c)(3) organization of volunteer musicians of all ages and abilities. We perform several times a year at community events and regular concerts. Our mission is to build community in Marysville through making music.
Organization Mailing Address	marysvillecommunityband@gmail.com
Address2	Field not completed.
City	Marysville
State	WA
Zip	98271
Full-Time Staff	0
Part-time Staff	0
Volunteers	8
Organization Website	marysvillecommunityband.org
Does this program/project benefit any underserved group(s)?	Yes
If yes, please explain	Yes! We believe that music is a right and not a privilege, so we do not charge admission to our concerts, and we don't require dues from members under 18. Our members represent a wide

range of ages, gender identities, musical abilities, and financial means.

Tell us why you believe you can complete this project?

The Board of the Marysville Community Band is a very active and cohesive group. In the last year, we have rebranded ourselves with a more modern look, expanded the number of performances per year, and are in the process of updating our bylaws and membership guidelines.

We have a lot of momentum right now, and we intend to keep this going by focusing on a more cohesive overall look and continuing to increase our visibility in Marysville.

Program/project budget

How much funding are you requesting from Arts Grant Program?

\$1,200-1,600

How much, if any, matching funds is your organization contributing?

See below.

Please provide a brief overview of your program/project budget*

The project we are focusing on funding centers on our music library. Obviously, a band can't exist without a repertoire as well as a steady stream of new pieces to learn. We lost a good portion of our music library during COVID -- entire sets of some pieces, and certain parts of other pieces.

The band has been slowly purchasing some replacement parts and a few new pieces of music. We spent \$298.58 on music in the 2022-23 year, and have spent \$210.13 so far in the 2023-24 year, with another \$190 left in the budget for more.

We are requesting \$1,200-1,600 to help support this effort with equipment that will help us legally print the digital pieces we purchase, and keep the music in good quality performance folders. This type of folder provides protection for our investment and creates a more professional look during performances. (Our current folders are made of paper, in varying sizes, colors, and conditions.)

The \$1,200-1,600 we are requesting breaks down like this:
\$900 to purchase 50 performance folders (approx \$20 each, plus shipping)
\$300-700 for a printer, toner, and initial paper supply. The price difference reflects a black-and-white printer and toner (which can be used only for printing music) vs a color printer and color

toners (which can be used to print programs, flyers, sponsorship brochures, etc)

UPLOAD: Project Budget Supplement

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Tell us how a cultural arts grant will help you accomplish your organization's stated mission?

Our stated mission is to build community in Marysville through making music; our tagline is "building community, one note at a time." Music is how we build community, both within our group of local musicians as well as with the general Marysville public.

We need music to do this, and we need to be able to curate and protect the music after we've purchased it. A printer with accessories and professional-looking protective folders will go a long way toward maximizing the investment we are making in our music library.

Supplemental Uploads

[MCB Budget 2023-24 \(as of 3-18-24\).xlsx - Year End.pdf](#), [MCB Sponsorship Brochure.pdf](#)

Authorization

I certify that the above information is correct, and that I am authorized by the Board of Directors of this organization to submit this grant application

Signature/ Typed Name

Lia Blanchard

Position/Title

Board President

Date

3/24/2024

Thank you for your application. If you have additional questions, please contact, Tara Mizell at tmizell@marysvillewa.gov.

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Marysville Community Band Annual Band Budget 2023-2024 [as of 3/18/24]

	Budget	Actuals	Differential
Income			
Beginning Balance (Oct 1, 2023)	\$8209.54	\$8,209.54	\$0.00
Membership Dues	\$1200.00	\$825.00	(\$375.00)
Interest	\$0.20	\$0.15	(\$0.05)
Fundraiser One	\$0.00		\$0.00
Fundraiser Two	\$0.00		\$0.00
Fred Meyer Rewards	\$30.00	\$24.24	(\$5.76)
Chirtmast Concert Donations	\$200.00	\$95.00	(\$105.00)
June Concert Donations	\$200.00		(\$200.00)
August Summer Concert	\$250.00		(\$250.00)
Summer Dues	\$270.00	\$15.00	(\$255.00)
Music Donation	\$150.00		(\$150.00)
Other Donations	\$150.00	\$580.00	\$430.00
Other Income	\$164.14	\$164.14	\$0.00
Total Income	\$2614.34	\$1,703.53	(\$910.81)
Total Income and Beginning Bal	\$10823.88	\$9,913.07	
Expenses			
Printing	\$50.00		\$50.00
Bank Expenses	\$0.00		\$0.00
Insurance	\$250.00	\$250.00	\$0.00
Christmas Concert Expense	\$100.00	\$0.00	\$100.00
June Concert Expense	\$100.00		\$100.00
Summer Concert Expense	\$125.00		\$125.00
Post Office	\$220.00	\$200.00	\$20.00
Fundraiser One	\$0.00		\$0.00
Fundraiser Two	\$0.00		\$0.00
Rent	\$850.00	\$343.50	\$506.50
Annual State Fee (Due Jan)	\$20.00	\$30.00	(\$10.00)
Music Purchase	\$400.00	\$210.13	\$189.87
Conductor expenses	\$600.00	\$300.00	\$300.00
Equipment Purchases	\$100.00	\$342.71	(\$242.71)
Zoom Account	\$75.00		\$75.00
Website	\$50.00	\$340.99	(\$290.99)
			\$0.00
Other expenses	\$0.00		\$0.00
Carry Over to 2023-2024	\$7883.88	\$7,895.74	(\$11.86)
Total Expenses	\$10823.88	\$9,913.07	\$910.81
Total Balance	\$0.00	\$0.00	



What's In It For You

The joy of supporting local musicians of all ages may be its own reward, but MCB wants to thank its sponsors! All sponsors are recognized as an MCB Maestro in that year's concert programs .

Donation values of \$500-\$999 will also be acknowledged on our Facebook page.

Donation values of \$1000-1500 will also be acknowledged verbally at concerts.

Donation values more than \$1500 will also have an image (logo, business card) in programs.

Concert sponsors get title rights! Example:
[Your Name] Presents an Evening of Music

Sponsor Now

Ready to support musical arts in Marysville? It's easy with this QR code.



Contact Us

Phone: Board President Lia Blanchard at 360-631-7241

Online: facebook.com/marysvillecommunityband

Email: marysvillecommunityband@gmail.com

Building Community One Note at a Time



Volunteer musicians of all ages and abilities who come together for the joy of making music.

Marysville Community Band

Marysville Community Band is a 501(c)(3) organization of volunteer musicians of all ages and abilities. We perform several times a year at community events and regular concerts.

We don't charge admission to concerts; we believe music is a right, not a privilege. We don't charge dues from youth members; we believe there should be no barrier to youth participation.

Like every other arts organization, MCB was seriously impacted by the COVID-19 pandemic, but we are reviving ourselves with a new brand and a lot of optimism for the future.

Our mission is to build community in Marysville through making music, but adult membership dues and concert donation jars are not enough. We rely on the support of generous sponsors.

With your help, we can replenish lost music, purchase much-needed instruments, promote ourselves, and meet everyday expenses.

Thank you for supporting local artists.



Sponsorship Opportunities

In-Kind or Cash Sponsorship

We welcome in-kind donations of goods or services, or monetary donations to help meet these needs.

One-Time Needs

- \$500: Replace lost music
- \$1500: Purchase band polo shirts
- \$5000: Purchase needed percussion instruments/accessories -- timpani, bells, etc.

Ongoing Needs, per year

- \$500: Ads/promotions, social media, post office
- \$500: Music library maintenance
- \$900: Rehearsal space
- \$1000: Printing costs for programs, flyers, etc
- \$1000: Venue rentals, event entry fees
- \$1200: Storage space
- \$1250: Conductor stipend

Concert Sponsorship

Sponsor all concert-related costs and get your name in the title of the show!

