



**CITY COUNCIL WORK SESSION
MONDAY, MARCH 4, 2024 – 7:00 PM
501 DELTA AVENUE
MARYSVILLE, WA 98270**

AGENDA

To listen to the meeting without providing public comment:

Join Zoom Meeting

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

Or

Dial toll-free US: 888 475 4499

Meeting ID: 862 4630 7568

Call to Order

Pledge of Allegiance

Roll Call

Approval of the Agenda

Presentations

Discussion Items

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

Consent

1. February 23, 2024 Payroll in the amount of \$1,928,730.64 Paid by EFT Transactions and Check Numbers 35179 through 35195
2. February 28, 2024 Claims in the Amount of \$852,704.04 Paid by EFT Transactions and Check Numbers 168313 through 168437
[022824.rtf](#)

Review Bids

Public Hearings

New Business

3. Facility of Opportunity MOU - Generations Community Church
Recommended Motion: I move to authorize the Mayor to sign and execute the Facility of Opportunity Memorandum of Understanding with Generations Community Church.
[Facility of Opportunity MOU_Generations Community Church_signed.pdf](#)
4. Facility of Opportunity MOU - The Grove Church
Recommended Motion: I move to authorize the Mayor to sign and execute the Facility of Opportunity Memorandum of Understanding with The Grove Church.
[Facility of Opportunity MOU_Grove Church_signed.pdf](#)
5. Facility of Opportunity MOU - Marysville WA Foursquare Church
Recommended Motion: I move to authorize the Mayor to sign and execute the Facility of Opportunity Memorandum of Understanding with Marysville WA Foursquare Church.
[Facility of Opportunity MOU_Marysville Foursquare Church_signed.pdf](#)
6. A **Resolution** to adopt the 2023-2028 City of Marysville Comprehensive Emergency Management Plan
Recommended Motion: I move to adopt Resolution No. _____.
[2023-2028 CEMP Resolution.docx](#)
[Marysville CEMP 2023-2028.pdf](#)
7. Marysville Human Services Grant
Recommended Motion: I move to approve the Marysville Human Services Grant.
[Funding Recommendation.docx](#)
8. Professional Services Agreement with Transpo Group USA, Inc. for the design of the 67th Ave NE & 52nd St NE Intersection Improvements
Recommended Motion: I move to authorize the Mayor to sign and execute the Professional Services Agreement with Transpo Group USA, Inc. for design of the 67th Ave NE & 52nd St NE Intersection Improvements.
[Contract_67th Ave NE & 52nd St NE Intersection Improvements.pdf](#)
9. First Responder Flex Fund Grant Fund Acceptance
Recommended Motion: I move to authorize the Mayor to sign and execute the First Responder Flex Fund grant for 2024.
[First_Responder_Flex-Funds_2024.pdf](#)
10. City of Marysville Utility Easement for VP/MS, LLC.
Recommended Motion: I move to authorize the Mayor to sign and execute the City of Marysville Non-Exclusive Ingress/Egress and Utility Easement with VP/MS, LLC.
[Kendall Subaru Utility Easement.pdf](#)
[Map Kendall Subaru Easement.pdf](#)
11. FBI Lease Renewal for Marysville Tanks RF Site
Recommended Motion: I move to authorize the Mayor to sign and execute the Communications Site Sublease/License with the US Department of Justice / Federal Bureau of Investigations.

12. Lease Agreement for caretaker at Deering Wildflower Acres.
I move to authorize the Mayor to sign this lease agreement for the caretaker at Deering Wildflower Acres.
[Lease Agreement - Joe Hansen.pdf](#)
13. Purchase and Sale Agreement with the Estate of Gregory Payne to acquire property necessary for State Avenue Widening
Recommended Motion: I move to authorize the mayor to sign and execute the purchase and sale agreement with Washington Trust Bank as Executor to the Estate of R. Gregory Payne in the amount of \$850,000.00.
[Purchase and Sale Agreement_Payne 1.17.2024.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: March 4, 2024

SUBMITTED BY: Senior Accounting Technician Shannon Early, Finance

ITEM TYPE: Payroll

AGENDA SECTION: **Consent**

SUBJECT: February 23, 2024 Payroll in the amount of \$1,928,730.64 Paid by EFT Transactions and Check Numbers 35179 through 35195

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 4, 2024

SUBMITTED BY: Accounting Technician Shauna Crane, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: February 28, 2024 Claims in the Amount of \$852,704.04 Paid by EFT Transactions and Check Numbers 168313 through 168437

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:

[022824.rtf](#)

CITY OF MARYSVILLE
INVOICE LIST

FOR INVOICES FROM 2/28/2024 TO 2/28/2024

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
168313	PREMERA BLUE CROSS	CLAIMS PAID	MEDICAL CLAIMS	121,073.57
168314	BENEFIT COORDINATORS	MARCH 2024 PREMIUMS	MEDICAL CLAIMS	189,269.13
168315	BOYD, RAE	CONTRACT NURSE	DETENTION & CORRECTION	43,000.00
168316	911 SUPPLY INC.	CREDIT FOR RMA-2-2082	POLICE PATROL	-229.71
	911 SUPPLY INC.	JUMPSUIT - KINSEY	POLICE PATROL	41.84
	911 SUPPLY INC.	UNIFORM - ALLEN	POLICE PATROL	50.65
	911 SUPPLY INC.	VEST - STRICKLAND	DETENTION & CORRECTION	50.65
	911 SUPPLY INC.	EAR PIECES	POLICE PATROL	53.86
	911 SUPPLY INC.	UNIFORM - ANDERSON	DETENTION & CORRECTION	60.56
	911 SUPPLY INC.	UNIFORM - LAWRENSON	POLICE PATROL	65.35
	911 SUPPLY INC.	UNIFORM - ENSLEY	DETENTION & CORRECTION	65.88
	911 SUPPLY INC.	UNIFORM - MUSTAIN	POLICE PATROL	65.88
	911 SUPPLY INC.	JUMPSUIT - KINSEY	POLICE PATROL	71.57
	911 SUPPLY INC.	UNIFORM - KINSEY	POLICE PATROL	77.06
	911 SUPPLY INC.	UNIFORM - KAUR	POLICE PATROL	134.81
	911 SUPPLY INC.	CHEVRONS	POLICE PATROL	135.80
	911 SUPPLY INC.	UNIFORM - KAUR	POLICE PATROL	146.61
	911 SUPPLY INC.		POLICE PATROL	154.12
	911 SUPPLY INC.	UNIFORM - GERFIN	POLICE PATROL	289.13
	911 SUPPLY INC.	UNIFORM - ROBERTS	POLICE PATROL	319.66
	911 SUPPLY INC.	UNIFORM - BLAUER	POLICE PATROL	338.28
	911 SUPPLY INC.	UNIFORM - KAUR	POLICE PATROL	359.58
	911 SUPPLY INC.	JUMPSUIT - WIGGINS	POLICE PATROL	383.96
	911 SUPPLY INC.	UNIFORM - BREVIG	POLICE PATROL	402.62
	911 SUPPLY INC.	UNIFORM - ANDERSON	DETENTION & CORRECTION	425.27
	911 SUPPLY INC.	UNIFORM - LAWRENSON	POLICE PATROL	429.98
	911 SUPPLY INC.	UNIFORM - KAUR	POLICE PATROL	489.97
	911 SUPPLY INC.	JUMPSUIT - WALTERS	POLICE PATROL	490.11
	911 SUPPLY INC.	JUMPSUIT - KAUR	POLICE PATROL	514.43
	911 SUPPLY INC.	UNIFORM - MUSTAIN	POLICE PATROL	575.31
	911 SUPPLY INC.	UNIFORM - MOSALSKY	POLICE PATROL	607.73
	911 SUPPLY INC.	MEDALS OF VALOR	POLICE ADMINISTRATION	610.13
168317	ALEXANDER PRINTING	PRINTING	POLICE PATROL	90.69
	ALEXANDER PRINTING	PRINT SERVICE	COMMUNITY SERVICES UNIT	105.86
	ALEXANDER PRINTING	PRINTING	COMMUNITY SERVICES UNIT	157.22
	ALEXANDER PRINTING	GARBAGE RE-ROUTE MAILING	SOLID WASTE OPERATIONS	5,744.89
168318	ALL BATTERY SALES &	ELECTRICAL SUPPLIES	EQUIPMENT RENTAL	72.46
168319	ALLIANT INSURANCE	BROKER FEE 2024-2025	RISK MANAGEMENT	51,000.00
168320	ANDERSON, KRISTEN	PROTEM SERVICE	MUNICIPAL COURTS	555.00
168321	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	222.69
168322	ARC ARCHITECTS, INC.	PROFESSIONAL SERVICE	PW ADMIN CAP PROJECT	10,669.25
168323	ARROWHEAD FORENSICS	SUPPLIES	GENERAL FUND	-10.70
	ARROWHEAD FORENSICS		POLICE INVESTIGATION	124.52
168324	BASSETTI, SAMANTHA	REFUND - SHELTER FEE	PARKS-RECREATION	65.00
168325	BOB BARKER COMPANY	SUPPLIES	DETENTION & CORRECTION	184.29
	BOB BARKER COMPANY	JAIL SUPPLIES	DETENTION & CORRECTION	2,430.50
168326	BONANNO, KAILY	REFUND - BALLET	PARKS-RECREATION	38.00
168327	BROOKS, DIANE E	INSTRUCTOR PAYMENT	RECREATION SERVICES	468.00
168328	CANON FINANCIAL	GIS PLOTTER SERVICE	GIS SERVICES IS	267.80
168329	CARVER, VICKI	INSTRUCTOR PAYMENT	RECREATION SERVICES	675.00
168330	CASCADE NATURAL GAS	NATURAL GAS	WATER FILTRATION PLANT	1,176.14
168331	CATHOLIC COMMUNITY	CHORE SERVICE - JAN 2024	COMMUNITY	433.61
168332	CHAMPION BOLT	MACHINE SCREW & NUTS - P171	EQUIPMENT RENTAL	15.00
168333	CML SECURITY, LLC	CML PUSH BUTTON FOR RECEPTION	INFORMATION SERVICES	-639.78
	CML SECURITY, LLC	MAIN JAIL CARD READERS	DETENTION & CORRECTION	3,484.00

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	CML SECURITY, LLC	CML PUSH BUTTON FOR RECEPTION	COMPUTER SERVICES	7,445.94
	CML SECURITY, LLC	MAIN JAIL CAMERA ADDITION	DETENTION & CORRECTION	14,495.99
168334	COASTAL FARM & HOME	CREDIT FOR INV #1996/51	PARK & RECREATION FAC	-52.51
	COASTAL FARM & HOME	UNIFORM - KINNEY	TRANSPORTATION	131.19
	COASTAL FARM & HOME		TRANSPORTATION	201.27
168335	COMCAST	ACCT #8498310020341322	COMPUTER SERVICES	467.89
168336	CONSOLIDATED PRESS	VOTER INFORMATION CARDS	GENL GVRNMNT SERVICES	5,871.63
168337	CRYSTAL SPRINGS	WATER SERVICE	OFFICE OPERATIONS	100.00
	CRYSTAL SPRINGS		POLICE INVESTIGATION	100.00
	CRYSTAL SPRINGS		DETENTION & CORRECTION	100.00
	CRYSTAL SPRINGS		POLICE PATROL	100.00
	CRYSTAL SPRINGS		POLICE ADMINISTRATION	156.39
168338	DETROIT INDUSTRIAL T	DUCTILE IRON	WATER DIST MAINS	1,167.08
	DETROIT INDUSTRIAL T	SHARK CORE BIT, KEYHOLES	ROADWAY MAINTENANCE	1,929.86
168339	DICKS TOWING	TOWING - 24-6018	POLICE PATROL	77.54
	DICKS TOWING	TOWING - 24-6293	POLICE PATROL	77.54
	DICKS TOWING	TOWING - 24-7028	POLICE PATROL	77.54
	DICKS TOWING	TOWING - 24-7703	POLICE PATROL	77.54
	DICKS TOWING	TOWING 09080083	POLICE PATROL	77.54
	DICKS TOWING	TOWING 24-10063	POLICE PATROL	77.54
	DICKS TOWING	TOWING 24-1753	POLICE PATROL	77.54
	DICKS TOWING	TOWING 24-6193	POLICE PATROL	77.54
	DICKS TOWING	TOWING 24-6293	POLICE PATROL	77.54
	DICKS TOWING	TOWING 24-7131	POLICE PATROL	77.54
	DICKS TOWING	TOWING 24-8087	POLICE PATROL	77.54
	DICKS TOWING	TOWING 24-8142	POLICE PATROL	77.54
	DICKS TOWING	TOWING 24-8258	POLICE PATROL	77.54
	DICKS TOWING	TOWING 24-9017	POLICE PATROL	77.54
	DICKS TOWING	TOWING 24-9192	POLICE PATROL	77.54
	DICKS TOWING	TOWING 24-9826	POLICE PATROL	77.54
	DICKS TOWING	TOWING - 24-6293	POLICE PATROL	103.38
	DICKS TOWING		POLICE PATROL	103.38
	DICKS TOWING	TOWING - 24-6965	POLICE PATROL	103.38
	DICKS TOWING	TOWING 24-8804	POLICE PATROL	103.38
	DICKS TOWING	TOWING 24-8463	POLICE PATROL	129.23
	DICKS TOWING	TOWING 24-8367	POLICE PATROL	155.08
168340	DOBBS PETERBILT	INLET NEX SENSOR - J034	EQUIPMENT RENTAL	616.13
	DOBBS PETERBILT	WINDSHIELD PARTS - J024	EQUIPMENT RENTAL	818.08
	DOBBS PETERBILT	HYDRAULIC CAB LATCH ASSEMBLY - J031	EQUIPMENT RENTAL	867.26
168341	DOORMAN COMMERCIAL	DOOR SERVICE	PARK & RECREATION FAC	322.73
168342	DYER, ROBERT L	LEOFF I - PREMIUM REIMBURSEMENT	POLICE ADMINISTRATION	1,696.90
168343	E&E LUMBER	FASTENERS, POWER BIT	WATER DIST MAINS	8.87
	E&E LUMBER	SECURITY SCREWS	CIVIC CENTER	10.02
	E&E LUMBER	SPRING SNAP LINK	WATER DIST MAINS	12.67
	E&E LUMBER	TARP	ROADSIDE VEGETATION	17.13
	E&E LUMBER	THREADED ROD, FASTENERS, STEEL RODS	ROADWAY MAINTENANCE	17.79
	E&E LUMBER	TURN STOP PLUMBING	PARK & RECREATION FAC	21.87
	E&E LUMBER	PAINTING SUPPLIES	PARK & RECREATION FAC	28.91
	E&E LUMBER	SUPPLIES	COMMUNITY SERVICES UNIT	43.77
	E&E LUMBER	TAMPER	ROADWAY MAINTENANCE	47.16
	E&E LUMBER	KEYS	FACILITY MAINTENANCE	50.11
	E&E LUMBER	SUPPLIES	PARK & RECREATION FAC	70.69
	E&E LUMBER		PARK & RECREATION FAC	85.07
	E&E LUMBER	PLYWOOD	CIVIC CENTER	91.23

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168343	E&E LUMBER	GRAFFITI SUPPLIES	ROADSIDE VEGETATION	382.74
	E&E LUMBER	PAINT SUPPLIES	ROADSIDE VEGETATION	619.40
168344	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	50.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	396.00
168345	EGELKROUT, DON	UTILITY REFUND	WATER/SEWER OPERATION	154.00
168346	ELECTRONIC BUSINESS	GIS PLOTTER SUPPLIES	GIS SERVICES IS	38.29
168347	EMERALD SERVICES INC	WASTE OIL DISPOSAL FEE	EQUIPMENT RENTAL	327.34
168348	EVERETT STAMP WORKS	RECEIVED DATE STAMP - A/P	FINANCE-GENL	56.56
168349	EVERETT, CITY OF	LAB ANALYSIS	WASTE WATER TREATMENT	905.40
168350	FBI/LEEDA	MAPLES DUES	POLICE PATROL	50.00
168351	FIRE PROTECTION INC	FIRE ALARM MONITORING ANNUAL FEE	MAINTENANCE	262.56
	FIRE PROTECTION INC	SECURITY ALARM ANNUAL FEE	MAINT OF GENL PLANT	262.56
168352	FOOT WORKS	INSTRUCTOR PAYMENT	RECREATION SERVICES	480.00
168353	GOVERNMENTJOBS.COM	ANNUAL SUBSCRIPTION NEOGOV	PERSONNEL ADMINISTRATION	37,313.00
168354	GRAINGER	UTILITY CONTAINER	ROADSIDE VEGETATION	250.91
	GRAINGER	SHELVING	POLICE PATROL	592.01
	GRAINGER		POLICE PATROL	873.86
	GRAINGER		POLICE PATROL	1,001.55
	GRAINGER		POLICE PATROL	2,441.98
168355	GRANICUS	GRANICUS PEAK AGENDA ANNUAL FEE	CITY CLERK	36,579.54
168356	GRANITE CONST	STREET PATCHING	ROADWAY MAINTENANCE	151.22
	GRANITE CONST	ALLEY REPAIR	ROADWAY MAINTENANCE	369.26
168357	GRAYUM, MICHAELA	REFUND - SOCCER	PARKS-RECREATION	87.00
168358	GUNDERSON, JARL	LEOFF I MEDICAL REIMBURSEMENT	POLICE ADMINISTRATION	451.40
168359	HAGEN, DANNY	PARKING REIMBURSEMENT	TRANSPORTATION	19.50
168360	HALL, LISA	UTILITY BILLING REFUND	WATER/SEWER OPERATION	17.89
168361	HARBOR FREIGHT TOOLS	SUPPLIES	WATER DIST MAINS	293.52
168362	HD FOWLER COMPANY		WATER RESERVOIRS	147.46
	HD FOWLER COMPANY	VALVE PARTS	WATER FILTRATION PLANT	185.56
168363	HON COMPANY	SOUND PANELS	OFFICE OPERATIONS	1,993.09
168364	HOUSING HOPE	CDBG - BEACHWOOD APT	COMMUNITY	2,452.40
168365	HUDSON, SALLY	REFUND - WOMEN'S EXPO	PARKS-RECREATION	50.00
168366	INSTRUMENT TECHNOLOGY	REPAIR PARTS	WATER DIST MAINS	833.69
168367	IRONCLAD COMPANY	GUTTER BROOM	STREET CLEANING	4,824.54
168368	JACUZZI BATH	REFUND - PLUMBING PERMIT	NON-BUS LICENSES AND	92.40
168369	JALILI, BIJAN	PROTEM SERVICE	MUNICIPAL COURTS	185.00
168370	JULZ ANIMAL HOUZ	K-9 SUPPLIES	K9 PROGRAM	18.75
168371	KBHPNW LLC	UTILITY REFUND	WATER/SEWER OPERATION	240.08
168372	KBHPNW LLC	UTILITY REFUND	WATER/SEWER OPERATION	355.80
168373	KBHPNW LLC	UTILITY REFUND	WATER/SEWER OPERATION	602.16
168374	KBHPNW LLC	UTILITY REFUND	WATER/SEWER OPERATION	389.60
168375	KONERU, GOVARDHANARAO	CONSERVATION REBATE	UTIL ADMIN	50.00
168376	LAKEWOOD SCHOOL DIST	INSTRUCTOR PAYMENT	RECREATION SERVICES	1,645.00
168377	LASTING IMPRESSIONS	UNIFORM EMBROIDERY	RECREATION SERVICES	259.93
	LASTING IMPRESSIONS	SHIRT ORDER	LEGAL - PROSECUTION	484.72
168378	LEADS ONLINE	INVESTIGATIVE TOOL	POLICE INVESTIGATION	3,297.00
168379	LEDGEROCK VETERINARY	VET VISIT	COMMUNITY SERVICES UNIT	1,257.65
168380	LEXISNEXIS RISK	INVESTIGATIVE	POLICE INVESTIGATION	206.10
168381	LYNN PEAVEY COMPANY	GLOVES	POLICE PATROL	218.80
	LYNN PEAVEY COMPANY	EVIDENCE SUPPLIES	POLICE PATROL	441.01
168382	MARTINEZ, RUBEN & DA	UTILITY REFUND	WATER/SEWER OPERATION	150.00
168383	MARYSVILLE SCHOOL	BASKETBALL	RECREATION SERVICES	39.00
	MARYSVILLE SCHOOL		RECREATION SERVICES	77.00
	MARYSVILLE SCHOOL		RECREATION SERVICES	98.00
	MARYSVILLE SCHOOL		RECREATION SERVICES	112.00

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	MARYSVILLE SCHOOL		RECREATION SERVICES	112.00
	MARYSVILLE SCHOOL		RECREATION SERVICES	113.75
	MARYSVILLE SCHOOL		RECREATION SERVICES	119.00
	MARYSVILLE SCHOOL		RECREATION SERVICES	181.50
	MARYSVILLE SCHOOL		RECREATION SERVICES	234.00
	MARYSVILLE SCHOOL		RECREATION SERVICES	286.00
	MARYSVILLE SCHOOL		RECREATION SERVICES	607.00
	MARYSVILLE SCHOOL		RECREATION SERVICES	614.00
	MARYSVILLE SCHOOL		RECREATION SERVICES	661.25
	MARYSVILLE SCHOOL		RECREATION SERVICES	757.00
	MARYSVILLE SCHOOL		RECREATION SERVICES	836.00
168384	MARYSVILLE, CITY OF	5300 SUNNYSIDE BLVD	SEWER LIFT STATION	64.47
	MARYSVILLE, CITY OF	6915 ARMAR RD	PARK & RECREATION FAC	123.29
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	146.60
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	159.36
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	303.80
	MARYSVILLE, CITY OF	5315 64TH ST NE	PARK & RECREATION FAC	307.96
	MARYSVILLE, CITY OF	6915 ARMAR RD	PARK & RECREATION FAC	1,828.97
168385	MAUCH, JERRY	UTILITY REFUND	GARBAGE	214.45
168386	MILLIMAN, BRENT	RELOCATION OF PERSONAL PROPERTY	GMA - STREET	622.88
168387	MOORE, AMY	CONSERVATION REBATE	UTIL ADMIN	50.00
168388	MPA	MPA CONF. REGISTRATION - HORNUNG	PROBATION	225.00
168389	NELSON-REISNER	INVENTORY BOTTLES	ER&R	230.83
	NELSON-REISNER	DIESEL FUEL	FACILITY MAINTENANCE	1,091.72
168390	NIGUSSE, ERISTIA	REIMBURSEMENT CLAIM	RISK MANAGEMENT	314.40
168391	NORRIS, JOSEPH & NAT	UTILITY BILLING REFUND	GARBAGE	320.29
168392	NORTH COAST ELECTRIC	TECHCONNECT ANNUAL SUPPORT	SEWER LIFT STATION	2,994.82
	NORTH COAST ELECTRIC		WASTE WATER TREATMENT	2,994.82
	NORTH COAST ELECTRIC		WATER RESERVOIRS	2,994.83
	NORTH COAST ELECTRIC		WATER QUAL TREATMENT	2,994.83
168393	ODP BUSINESS SOLUTION	SUPPLIES	POLICE INVESTIGATION	130.92
168394	PACIFIC TOPSOILS	BRUSH DUMP	ROADWAY MAINTENANCE	158.90
	PACIFIC TOPSOILS	DIRT DUMP	ROADWAY MAINTENANCE	227.00
	PACIFIC TOPSOILS		ROADWAY MAINTENANCE	357.60
168395	PALAMERICAN SECURITY	SECURITY SERVICE	PROBATION	1,265.50
	PALAMERICAN SECURITY		MUNICIPAL COURTS	3,796.50
168396	PEACE OF MIND	HEARING EXAMINER MINUTES	COMMUNITY	111.00
	PEACE OF MIND	PLANNING COMMISSION MINUTES	COMMUNITY	129.50
	PEACE OF MIND	PROOFING, COUNCIL REGULAR MEETING	CITY CLERK	166.50
168397	PERTEET ENGINEERING	PROFESSIONAL SERVICE	CAPITAL EXPENDITURES	14,950.00
168398	PGC INTERBAY LLC	GOLF REIMBURSEMENT	MAINTENANCE	96.25
	PGC INTERBAY LLC		MAINTENANCE	153.16
	PGC INTERBAY LLC		PRO-SHOP	162.02
	PGC INTERBAY LLC		PRO-SHOP	172.03
	PGC INTERBAY LLC		MAINTENANCE	181.88
	PGC INTERBAY LLC		MAINTENANCE	283.13
	PGC INTERBAY LLC		MAINTENANCE	375.22
	PGC INTERBAY LLC		PRO-SHOP	598.20
	PGC INTERBAY LLC		MAINTENANCE	1,002.01
	PGC INTERBAY LLC		PRO-SHOP	1,011.96
	PGC INTERBAY LLC		PRO-SHOP	1,109.00
	PGC INTERBAY LLC		PRO-SHOP	1,138.00
	PGC INTERBAY LLC		PRO-SHOP	1,820.00
	PGC INTERBAY LLC		PRO-SHOP	1,903.19

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168398	PGC INTERBAY LLC	GOLF REIMBURSEMENT	GOLF COURSE	3,849.19
	PGC INTERBAY LLC		MAINTENANCE	5,760.05
	PGC INTERBAY LLC		MAINTENANCE	10,150.91
	PGC INTERBAY LLC	GOLF REIMBURSEMENT - PAYROLL	PRO-SHOP	10,358.09
	PGC INTERBAY LLC		MAINTENANCE	14,971.76
168399	POLICE & SHERIFFS	ID CARD - MUSTAIN	GENERAL FUND	-1.65
	POLICE & SHERIFFS		POLICE PATROL	19.25
168400	POSTAL SERVICE	POSTAGE	UTILITY BILLING	197.01
	POSTAL SERVICE		LEGAL-GENL	198.52
	POSTAL SERVICE		COMPUTER SERVICES	227.81
	POSTAL SERVICE		EXECUTIVE ADMIN	229.59
	POSTAL SERVICE		FINANCE-GENL	300.02
	POSTAL SERVICE		MUNICIPAL COURTS	317.92
	POSTAL SERVICE		PERSONNEL ADMINISTRATION	450.18
	POSTAL SERVICE		POLICE ADMINISTRATION	547.34
	POSTAL SERVICE		UTIL ADMIN	1,011.96
	POSTAL SERVICE		PARK & RECREATION FAC	2,014.41
	POSTAL SERVICE		COMMUNITY	2,505.24
168401	PROCOM LLC	CDL RANDOM TESTING	UTIL ADMIN	150.00
168402	PROFORCE LAW	CREDIT	POLICE TRAINING-FIREARMS	-120.34
	PROFORCE LAW	30 MAGS	POLICE TRAINING-FIREARMS	1,253.72
168403	PROVIDENCE EVERETT M	INMATE EMERGENCY CARE	DETENTION & CORRECTION	3,162.50
168404	PROVIDENT ELECTRIC	REFUND - CREDIT CARD FEE	COMMUNITY DEVELOPMENT	3.11
168405	PUBLIC SAFETY PSYCHO	PRE-EMPLOYMENT EVALUATION	POLICE ADMINISTRATION	960.00
168406	PUD	ACCT #223806431	SEWER LIFT STATION	8.83
	PUD	ACCT #205136245	SEWER LIFT STATION	14.31
	PUD	MARYSVILLE POLE ATTACHMENTS	SUNNYSIDE FILTRATION	17.01
	PUD	ACCT #202461034	UTIL ADMIN	22.50
	PUD	ACCT #202012589	PARK & RECREATION FAC	23.63
	PUD	ACCT #201065281	PARK & RECREATION FAC	24.19
	PUD	ACCT #202524690	PUMPING PLANT	25.36
	PUD	ACCT #202476438	SEWER LIFT STATION	30.62
	PUD	ACCT #221192545	PUBLIC SAFETY BLDG	32.16
	PUD	ACCT #201672136	SEWER LIFT STATION	34.19
	PUD	ACCT #201610185	TRANSPORTATION	34.58
	PUD	ACCT #201668043	PARK & RECREATION FAC	34.81
	PUD	ACCT #202178158	SEWER LIFT STATION	39.39
	PUD	ACCT #202463543	SEWER LIFT STATION	47.96
	PUD	ACCT #223919549	STREET LIGHTING	48.11
	PUD	ACCT #202140489	TRANSPORTATION	48.75
	PUD	ACCT #202794657	TRANSPORTATION	51.75
	PUD	ACCT #220792733	STREET LIGHTING	55.72
	PUD	ACCT #203005160	STREET LIGHTING	58.57
	PUD	ACCT #200571842	TRANSPORTATION	58.80
	PUD	ACCT #203430897	STREET LIGHTING	60.94
	PUD	ACCT #202368544	TRANSPORTATION	61.09
	PUD	ACCT #200827277	TRANSPORTATION	62.45
	PUD	ACCT #203199732	TRANSPORTATION	63.19
	PUD	ACCT #202288585	TRANSPORTATION	63.66
	PUD	ACCT #202694337	TRANSPORTATION	64.01
	PUD	ACCT #202557450	STREET LIGHTING	73.37
	PUD	ACCT #202143111	TRANSPORTATION	77.01
	PUD	ACCT #223514563	TRANSPORTATION	80.15
	PUD	ACCT #202175956	TRAFFIC CONTROL DEVICES	83.46
	PUD	ACCT #223154923	STREET LIGHTING	84.10

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 2/28/2024 TO 2/28/2024

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
	PUD	ACCT #223735101	STREET LIGHTING	85.44
	PUD	ACCT #203231006	TRANSPORTATION	99.46
	PUD	ACCT #200084036	TRANSPORTATION	102.55
	PUD	ACCT #222025900	PUMPING PLANT	103.26
	PUD	ACCT #201670890	TRANSPORTATION	103.56
	PUD	ACCT # 222772634	TRANSPORTATION	110.02
	PUD	ACCT #222871949	PARK & RECREATION FAC	110.92
	PUD	ACCT #223764663	SEWER LIFT STATION	119.55
	PUD	ACCT #202368551	PARK & RECREATION FAC	137.73
	PUD	ACCT #205237738	TRAFFIC CONTROL DEVICES	149.56
	PUD	ACCT #203223458	PARK & RECREATION FAC	150.38
	PUD	ACCT #205419765	PUBLIC SAFETY BLDG	150.73
	PUD	ACCT #220838882	TRAFFIC CONTROL DEVICES	163.96
	PUD	ACCT #202426482	PUBLIC SAFETY BLDG	166.27
	PUD	ACCT #202309720	TRAFFIC CONTROL DEVICES	167.39
	PUD	ACCT #205239270	TRAFFIC CONTROL DEVICES	172.24
	PUD	ACCT #220761803	OPERA HOUSE	184.97
	PUD	ACCT #202000329	PARK & RECREATION FAC	186.11
	PUD	ACCT #223521238	SURFACE WATER CAPITAL	197.59
	PUD	ACCT #200070449	TRANSPORTATION	198.38
	PUD	ACCT #220761175	OPERA HOUSE	268.58
	PUD	ACCT #204821227	TRAFFIC CONTROL DEVICES	269.23
	PUD	ACCT #201247699	STREET LIGHTING	290.06
	PUD	ACCT #201021698	PARK & RECREATION FAC	298.05
	PUD	ACCT #200625382	SEWER LIFT STATION	343.84
	PUD	ACCT #201021607	PARK & RECREATION FAC	469.37
	PUD	ACCT #202499489	PARK & RECREATION FAC	559.77
	PUD	MARYSVILLE POLE ATTACHMENTS	METER READING	927.90
	PUD	ACCT #202689287	WASTE WATER TREATMENT	1,058.51
	PUD	ACCT #223505728	PUBLIC SAFETY BLDG	1,194.78
	PUD	ACCT #200586485	SEWER LIFT STATION	1,353.54
	PUD	MARYSVILLE POLE ATTACHMENTS	TRANSPORTATION	1,698.00
	PUD	ACCT #221320088	SUNNYSIDE FILTRATION	4,378.50
	PUD	ACCT #223003021	CAPITAL EXPENDITURES	12,089.90
168407	RADIA INC PS	INMATE EMERGENCY CARE	DETENTION & CORRECTION	30.00
168408	REECE TRUCKING	BLACK BARK	WATER QUAL TREATMENT	36.34
168409	RENTAL 5133 88TH LLC	TEMPORARY CONSTRUCTION EASEMENT	GMA - STREET	4,350.00
168410	RMS LLC	SHOP EQUIPMENT	EQUIPMENT RENTAL	1,361.34
168411	SAN DIEGO POLICE	AMMO	POLICE TRAINING-FIREARMS	37,824.40
168412	SHI INTERNATIONAL	LICENSES	COMPUTER SERVICES	7,891.02
168413	SIG SAUER INC	ROMEO-X REFLEX SIGHT	GENERAL FUND	-290.27
	SIG SAUER INC		POLICE TRAINING-FIREARMS	3,379.07
168414	SIGMAN, MICHAEL	LEOFF I - MEDICARE REIMBURSEMENT	POLICE ADMINISTRATION	1,439.80
168415	SINGH, RAMESH & CHRI	UTILITY BILLING REFUND	WATER/SEWER OPERATION	245.01
168416	SINGH, SUKHJINDER	REFUND - ELECTRICAL PERMIT	COMMUNITY DEVELOPMENT	117.60
168417	SNO CO TREASURER	INMATE HOUSING	DETENTION & CORRECTION	31,585.73
168418	SNYDER, CANON	RETAINER PAYMENT	RECREATION SERVICES	400.00
168419	SONITROL	FEB 24 MONITORING	COURT FACILITIES	76.34
	SONITROL		NON-DEPARTMENTAL	142.16
	SONITROL		UTIL ADMIN	155.25
	SONITROL		SUNNYSIDE FILTRATION	252.41
	SONITROL		PUBLIC SAFETY BLDG	264.20
	SONITROL		OPERA HOUSE	292.31
	SONITROL		PARK & RECREATION FAC	302.85

DATE: 2/29/2024
TIME: 10:45:12AM

**CITY OF MARYSVILLE
INVOICE LIST**

PAGE: 7

FOR INVOICES FROM 2/28/2024 TO 2/28/2024

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
168419	SONITROL	FEB 24 MONITORING	COURT FACILITIES	317.46
	SONITROL		MAINT OF GENL PLANT	332.34
	SONITROL		CITY HALL	381.47
	SONITROL		WASTE WATER TREATMENT	592.73
168420	SOUND PUBLISHING	ADVERTISING	OPERA HOUSE	1,893.80
168421	SOUND SAFETY	UNIFORM - LINDBERG	CUSTODIAL SERVICES	228.39
168422	SPECIALIZED PAVEMENT	RETENTION RELEASE	GENERAL FUND	8,278.97
168423	SPECTRA BROADBAND	REFUND - ELECTRICAL PERMIT	COMMUNITY DEVELOPMENT	112.00
168424	STAPLES	SUPPLIES	POLICE PATROL	69.05
	STAPLES		POLICE PATROL	92.49
	STAPLES		POLICE PATROL	146.02
	STAPLES		POLICE PATROL	152.26
	STAPLES	JURY SNACKS	MUNICIPAL COURTS	168.40
	STAPLES	SUPPLIES	POLICE PATROL	168.69
168425	SUNBELT RENTALS	CARPET EXTRACTOR RENTAL	FIRE ADMIN	72.21
168426	SUPERIOR RESTROOMS	SERVICE ON UNIT 17682/17683	ROADSIDE VEGETATION	142.22
168427	TRANSPO GROUP	PROFESSIONAL SERVICE	GMA - STREET	16,137.50
168428	TXLEY INC	SUPPLIES	DETENTION & CORRECTION	270.16
168429	ULINE	JAIL SUPPLIES	DETENTION & CORRECTION	346.49
168430	USA BLUEBOOK	SUPPLIES	WASTE WATER TREATMENT	366.38
	USA BLUEBOOK	TEST TUBES, GLOVES	WASTE WATER TREATMENT	581.25
168431	VENNELA, GANESH	REFUND - SOCCER	PARKS-RECREATION	80.00
168432	WAAUDIOLOGY SRVCS	OSHA/MSHA HEARING TEST	POLICE PATROL	220.00
168433	WALBRIDGE, STEVEN J	TEMPORARY CONSTRUCTION EASEMENT	GMA - STREET	1,000.00
168434	WATCH SYSTEMS	RSO MAILING	POLICE INVESTIGATION	334.02
168435	WHISTLE WORKWEAR	UNIFORM - HAYS	CUSTODIAL SERVICES	128.57
	WHISTLE WORKWEAR		CUSTODIAL SERVICES	178.01
168436	WINTERGREEN CORP	CHRISTMAS TREE EXTENSION 1ST HALF	NON-DEPARTMENTAL	5,984.72
168437	ZIPLY FIBER	ACCT #3606583635	COMMUNITY	39.46
	ZIPLY FIBER		UTIL ADMIN	39.47
	ZIPLY FIBER	ACCT #3606588575	STORM DRAINAGE	79.61
	ZIPLY FIBER	ACCT #3606577495	STREET LIGHTING	81.45

WARRANT TOTAL: 852,704.04

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

WARRANT TOTAL: \$852,704.04



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 4, 2024

SUBMITTED BY: Emergency Preparedness Manager Sarah Lavelle, Executive

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Facility of Opportunity MOU - Generations Community Church

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the Facility of Opportunity Memorandum of Understanding with Generations Community Church.

SUMMARY: This MOU addresses the use of facilities in the event of an emergency. These "facilities of opportunity" are locations that may be used during a crisis for emergency purposes such as an emergency shelter, community point of distribution, volunteer reception center, or family/friends reception center.

ATTACHMENTS:

[Facility of Opportunity MOU_Generations Community Church_signed.pdf](#)

Memorandum of Understanding

This Memorandum of Understanding (“Memorandum”) is entered into by and between the City of Marysville (the “City”) and the Generations Community Church (“Generations Community Church”) as of the last signature date below.

RECITALS

WHEREAS, the City desires to designate certain facilities in the City to be used in the event of a disaster or emergency; and

WHEREAS, Generations Community Church owns and operates the property located at 8240 64th St. NE, Marysville, WA 98270 (the “Property”); and

WHEREAS, the Property is ideally suited to be a Facility of Opportunity and may be used in the event of an emergency as a/an:

- ☒ Family and Friend Reception Center (reunification)
- ☒ Emergency Short-Term Shelter
- ☒ Community Point of Distribution
- ☒ Volunteer Reception Center; and

WHEREAS, a “Facility of Opportunity” is defined as a location that is not typically designed or designated as an emergency response site but is temporarily utilized during a crisis as a makeshift or improvised facility for emergency purposes; and

WHEREAS, the parties desire to designate the Property to be a Facility of Opportunity, and to use the Property as the same in the event of an emergency.

NOW, THEREFORE, the City and Generations Community Church agree as follows:

MEMORANDUM

1. Purpose. The purpose of this Memorandum is to define the relationship between the City and Generations Community Church during an emergency. Specifically, Generations Community Church acknowledges the intent for the Property to serve as a Facility of Opportunity. For the purposes of this Memorandum, “emergency” shall be considered an event or disaster that reasonably necessitates the provision of relief services to residents, and shall include but not be limited to: earthquakes, floods, landslides, terrorist attacks, or fires.

2. Term and Termination.

The term of this Memorandum will be for five (5) years unless either party terminates it earlier by providing the other forty-five (45) days advance written notice.

3. Use of Property.

- a. The City may access and utilize the Property as a Facility of Opportunity in the event of an emergency. The Mayor or other City official involved in the response can determine that an emergency exists necessitating the use of the Property. Use of the Property may be coordinated through City's Emergency Operations Center (EOC) if it is activated.

Such use of the Property shall include the interior of buildings, surrounding exterior areas, and the facilities/equipment located therein, such as:

- i. Office equipment (including telephones, fax machines, computers, internet access, copy machines, and printers)
- ii. Furniture (including tables, chairs, desks, cots, wheelchairs, and dollies)
- iii. Building amenities (including restrooms, cafeterias, water fountains, and custodial supplies)
- iv. Meeting spaces (including offices and conference rooms)
- v. Parking spaces for City employees, responders, and volunteers

The parties understand that the City's use of the Property as a Community Point of Distribution may involve the following:

- i. Parking and unloading of supply trucks
- ii. Setting up tables, canopies, and temporary storage for supplies
- iii. Establishing driving lanes by use of traffic cones
- iv. Setting up dumpsters for refuse collection
- v. Setting up portable restrooms
- vi. Establishing an outdoor waiting area
- vii. Setting up mobile light towers and/or signage

- b. The parties agree that the City may use the Property as a Facility of Opportunity for as long as is reasonably necessary to respond to the emergency.
 - c. The City may also access and utilize the Property for training and exercises upon request. Requests will be made at least two (2) months in advance and trainings or exercises will be held at a time that is agreeable for both parties.
4. Access. In the event of an emergency, the parties agree that the City may access the Property upon 2 hours' notice to Generations Community Church. Generations Community Church will then arrange for access to the facility.
 5. Generations Community Church Points of Contact. Generations Community Church will designate one primary and one backup point of contact. These points of contact will all have access to the Property and be able to open/unlock any buildings. In the event the City needs to utilize the Property as a Facility of Opportunity, it will attempt to first contact the primary contact, however if it is unable to reach that contact the City may instead contact the backup

contact. Generations Community Church understands that the City may reach out at any hour of day or night and any day of the year.

a. Primary Point of Contact:

Craig Laughlin

b. Backup Contact(s):

Kraymer Lorig

6. City Point of Contact. The City's point of contact for this Memorandum shall be:

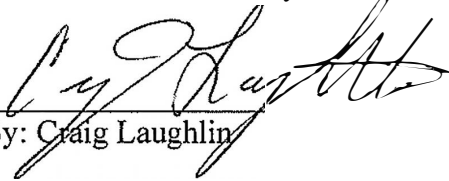
Emergency Management Officer
501 Delta Avenue
360-363-8096

7. Plans. The City may have or in the future develop a plan that will outline the City's intended use of the Property (for the purposes of this Section, the "Plan"). If the City does develop such a Plan, then the City will provide a draft of the Plan to Generations Community Church so that it can provide any input, recommendations, or concerns to the City, and the City will attempt to develop a Plan that is acceptable to both parties.
8. City Obligations. In the event the Property is utilized as a Facility of Opportunity during an emergency, the City will ensure the reimbursement or replacement to Generations Community Church for any food, supplies, utilities, or other such items that are used by the City. The City will additionally ensure that any post-emergency cleanup is performed to return the Property to substantially the same condition it was in prior to its use. The City will be responsible for providing staffing for the Facility of Opportunity which may or may not involve Generations Community Church staff/volunteers.
9. Storage of City Materials. The parties agree that the City may store supplies on the Property that will contain materials necessary to set up and operate the site in its agreed upon use. The City will place the supplies in a location that is acceptable to Generations Community Church.
10. Indemnification. The City shall defend, indemnify, and hold Generations Community Church harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or in connection with the exercise of the City's rights described by this memorandum, except for injuries and damages caused by the negligence or misconduct of Generations Community Church.

11. Notices. Except for notice to access the Property as described in in Section 4, which may be provided in person, telephonically, by electronic mail, or by any other means reasonably calculated to provide notice, any notice or other communication required or permitted in this Memorandum will be in writing and will be deemed to have been made either (1) when delivered personally to the party to whom it is directed (or any officer or agent of such party); (2) upon being deposited in the United States' mail, postage prepaid, return receipt requested, and properly addressed to the other party; or (3) upon delivery by electronic mail. Either party may change their contact information by providing written notice to the other party.
12. Recitals. The recitals will be incorporated into and be considered a part of this Memorandum.

IN WITNESS WHEREOF, the parties have executed this memorandum as of the last date written below.

Generations Community Church:


By: Craig Laughlin

Its: Lead Pastor

12/14/23
Date

CITY OF MARYSVILLE:

Jon Nehring, Mayor

Date

Approved as to form:

Jon Walker, City Attorney



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 4, 2024

SUBMITTED BY: Emergency Preparedness Manager Sarah Lavelle, Executive

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Facility of Opportunity MOU - The Grove Church

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the Facility of Opportunity Memorandum of Understanding with The Grove Church.

SUMMARY: This MOU addresses the use of facilities in the event of an emergency. These "facilities of opportunity" are locations that may be used during a crisis for emergency purposes such as an emergency shelter, community point of distribution, volunteer reception center, or family/friends reception center.

ATTACHMENTS:
[Facility of Opportunity MOU_Grove Church_signed.pdf](#)

Memorandum of Understanding

This Memorandum of Understanding ("Memorandum") is entered into by and between the City of Marysville (the "City") and The Grove Church ("Grove Church") as of the last signature date below.

RECITALS

WHEREAS, the City desires to designate certain facilities in the City to be used in the event of a disaster or emergency; and

WHEREAS, Grove Church owns and operates the property located at 4705 Grove Street, Marysville, WA, 98270 (the "Property"); and

WHEREAS, the Property is ideally suited to be a Facility of Opportunity and may be used in the event of an emergency as a/an:

- ☒ Family and Friend Reception Center (reunification)
- ☒ Emergency Short-Term Shelter
- ☒ Community Point of Distribution
- ☒ Volunteer Reception Center; and

WHEREAS, a "Facility of Opportunity" is defined as a location that is not typically designed or designated as an emergency response site but is temporarily utilized during a crisis as a makeshift or improvised facility for emergency purposes; and

WHEREAS, the parties desire to designate the Property to be a Facility of Opportunity, and to use the Property as the same in the event of an emergency.

NOW, THEREFORE, the City and Grove Church agree as follows:

MEMORANDUM

1. Purpose. The purpose of this Memorandum is to define the relationship between the City and Grove Church during an emergency. Specifically, Grove Church acknowledges the intent for the Property to serve as a Facility of Opportunity. For the purposes of this Memorandum, "emergency" shall be considered an event or disaster that reasonably necessitates the provision of relief services to residents, and shall include but not be limited to: earthquakes, floods, landslides, terrorist attacks, or fires.

2. Term and Termination.

The term of this Memorandum will be for five (5) years unless either party terminates it earlier by providing the other forty-five (45) days advance written notice.

3. Use of Property.

- a. The City may access and utilize the Property as a Facility of Opportunity in the event of an emergency. The Mayor or other City official involved in the response can determine that an emergency exists necessitating the use of the Property. Use of the Property may be coordinated through City's Emergency Operations Center (EOC) if it is activated.

Such use of the Property shall include the interior of buildings, surrounding exterior areas, and the facilities/equipment located therein, such as:

- i. Office equipment (including telephones, fax machines, computers, internet access, copy machines, and printers)
- ii. Furniture (including tables, chairs, desks, cots, wheelchairs, and dollies)
- iii. Building amenities (including restrooms, cafeterias, water fountains, and custodial supplies)
- iv. Meeting spaces (including offices and conference rooms)
- v. Parking spaces for City employees, responders, and volunteers

The parties understand that the City's use of the Property as a Community Point of Distribution may involve the following:

- i. Parking and unloading of supply trucks
 - ii. Setting up tables, canopies, and temporary storage for supplies
 - iii. Establishing driving lanes by use of traffic cones
 - iv. Setting up dumpsters for refuse collection
 - v. Setting up portable restrooms
 - vi. Establishing an outdoor waiting area
 - vii. Setting up mobile light towers and/or signage
 - b. The parties agree that the City may use the Property as a Facility of Opportunity for as long as is reasonably necessary to respond to the emergency.
 - c. The City may also access and utilize the Property for training and exercises upon request. Requests will be made at least two (2) months in advance and trainings or exercises will be held at a time that is agreeable for both parties.
4. Access. In the event of an emergency, the parties agree that the City may access the Property upon 2 hours' notice to Grove Church. Grove Church will then arrange for access to the facility.
 5. Grove Church Points of Contact. Grove Church will designate one primary and one backup point of contact. These points of contact will all have access to the Property and be able to open/unlock any buildings. In the event the City needs to utilize the Property as a Facility of Opportunity, it will attempt to first contact the primary contact, however if it is unable to

reach that contact the City may instead contact the backup contact. Grove Church understands that the City may reach out at any hour of day or night and any day of the year.

a. Primary Point of Contact:

Teresa Kerr

b. Backup Contact(s):

Aaron Denn
Curtis Harrel

6. City Point of Contact. The City's point of contact for this Memorandum shall be:

Emergency Management Officer
501 Delta Avenue
360-363-8096

7. Plans. The City may have or in the future develop a plan that will outline the City's intended use of the Property (for the purposes of this Section, the "Plan"). If the City does develop such a Plan, then the City will provide a draft of the Plan to Grove Church so that it can provide any input, recommendations, or concerns to the City, and the City will attempt to develop a Plan that is acceptable to both parties.
8. City Obligations. In the event the Property is utilized as a Facility of Opportunity during an emergency, the City will ensure the reimbursement or replacement to Grove Church for any food, supplies, utilities, or other such items that are used by the City. The City will additionally ensure that any post-emergency cleanup is performed to return the Property to substantially the same condition it was in prior to its use. The City will be responsible for providing staffing for the Facility of Opportunity which may or may not involve Grove Church staff/volunteers.
9. Storage of City Materials. The parties agree that the City may store supplies on the Property that will contain materials necessary to set up and operate the site in its agreed upon use. The City will place the supplies in a location that is acceptable to Grove Church.
10. Indemnification. The City shall defend, indemnify, and hold Grove Church harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or in connection with the exercise of the City's rights described by this memorandum, except for injuries and damages caused by the negligence or misconduct of Grove Church.
11. Notices. Except for notice to access the Property as described in in Section 4, which may be provided in person, telephonically, by electronic mail, or by any other means reasonably

calculated to provide notice, any notice or other communication required or permitted in this Memorandum will be in writing and will be deemed to have been made either (1) when delivered personally to the party to whom it is directed (or any officer or agent of such party); (2) upon being deposited in the United States' mail, postage prepaid, return receipt requested, and properly addressed to the other party; or (3) upon delivery by electronic mail. Either party may change their contact information by providing written notice to the other party.

12. Recitals. The recitals will be incorporated into and be considered a part of this Memorandum.

IN WITNESS WHEREOF, the parties have executed this memorandum as of the last date written below.

Grove Church:


By: Aaron Denn

2/15/24
Date

Its: Business/Admin Pastor

CITY OF MARYSVILLE:

Jon Nehring, Mayor

Date

Approved as to form:

Jon Walker, City Attorney



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 4, 2024

SUBMITTED BY: Emergency Preparedness Manager Sarah Lavelle, Executive

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Facility of Opportunity MOU - Marysville WA Foursquare Church

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the Facility of Opportunity Memorandum of Understanding with Marysville WA Foursquare Church.

SUMMARY: This MOU addresses the use of facilities in the event of an emergency. These "facilities of opportunity" are locations that may be used during a crisis for emergency purposes such as an emergency shelter, community point of distribution, volunteer reception center, or family/friends reception center.

ATTACHMENTS:

[Facility of Opportunity MOU_Marysville Foursquare Church_signed.pdf](#)

Memorandum of Understanding

This Memorandum of Understanding (“Memorandum”) is entered into by and between the City of Marysville (the “City”) and the International Church of the Foursquare Gospel dba Marysville WA Foursquare Church (“Marysville WA Foursquare Church”) as of the last signature date below.

RECITALS

WHEREAS, the City desires to designate certain facilities in the City to be used in the event of a disaster or emergency; and

WHEREAS, International Church of the Foursquare Gospel dba Marysville WA Foursquare Church owns and operates the property located at 11911 State Avenue, Marysville WA 98271 (the “Property”); and

WHEREAS, the Property is ideally suited to be a Facility of Opportunity and may be used in the event of an emergency as a/an:

- ☒ Family and Friend Reception Center (reunification)
- ☒ Emergency Short-Term Shelter
- ☒ Community Point of Distribution
- ☒ Volunteer Reception Center; and

WHEREAS, a “Facility of Opportunity” is defined as a location that is not typically designed or designated as an emergency response site but is temporarily utilized during a crisis as a makeshift or improvised facility for emergency purposes; and

WHEREAS, the parties desire to designate the Property to be a Facility of Opportunity, and to use the Property as the same in the event of an emergency.

NOW, THEREFORE, the City and Marysville WA Foursquare Church agree as follows:

MEMORANDUM

1. Purpose. The purpose of this Memorandum is to define the relationship between the City and Marysville WA Foursquare Church during an emergency. Specifically, Marysville WA Foursquare Church acknowledges the intent for the Property to serve as a Facility of Opportunity. For the purposes of this Memorandum, “emergency” shall be considered an event or disaster that reasonably necessitates the provision of relief services to residents, and shall include but not be limited to: earthquakes, floods, landslides, terrorist attacks, or fires.

2. Term and Termination.

The term of this Memorandum will be for five (5) years unless either party terminates it earlier by providing the other forty-five (45) days advance written notice.

3. Use of Property.

- a. The City may access and utilize the Property as a Facility of Opportunity in the event of an emergency. The Mayor or other City official involved in the response can determine that an emergency exists necessitating the use of the Property. Use of the Property may be coordinated through City's Emergency Operations Center (EOC) if it is activated.

Such use of the Property shall include the interior of buildings, surrounding exterior areas, and the facilities/equipment located therein, such as:

- i. Office equipment (including telephones, fax machines, computers, internet access, copy machines, and printers)
- ii. Furniture (including tables, chairs, desks, cots, wheelchairs, and dollies)
- iii. Building amenities (including restrooms, cafeterias, water fountains, and custodial supplies)
- iv. Meeting spaces (including offices and conference rooms)
- v. Parking spaces for City employees, responders, and volunteers

The parties understand that the City's use of the Property as a Community Point of Distribution may involve the following:

- i. Parking and unloading of supply trucks
- ii. Setting up tables, canopies, and temporary storage for supplies
- iii. Establishing driving lanes by use of traffic cones
- iv. Setting up dumpsters for refuse collection
- v. Setting up portable restrooms
- vi. Establishing an outdoor waiting area
- vii. Setting up mobile light towers and/or signage

- b. The parties agree that the City may use the Property as a Facility of Opportunity for as long as is reasonably necessary to respond to the emergency.
- c. The City may also access and utilize the Property for training and exercises upon request. Requests will be made at least two (2) months in advance and trainings or exercises will be held at a time that is agreeable for both parties.

4. Access. In the event of an emergency, the parties agree that the City may access the Property upon 2 hours' notice to Marysville WA Foursquare Church. Marysville WA Foursquare Church will then arrange for access to the facility.

5. Marysville Foursquare Church Points of Contact. Marysville WA Foursquare Church will designate one primary and one backup point of contact. These points of contact will all have access to the Property and be able to open/unlock any buildings. In the event the City needs to utilize the Property as a Facility of Opportunity, it will attempt to first contact the primary contact, however if it is unable to reach that contact the City may instead contact the backup

contact. Marysville WA Foursquare Church understands that the City may reach out at any hour of day or night and any day of the year.

a. Primary Point of Contact:

Krista Adams

b. Backup Contact(s):

Aaron Thompson

Kelli Brazell

6. City Point of Contact. The City's point of contact for this Memorandum shall be:

Emergency Management Officer
501 Delta Avenue
360-363-8096

7. Plans. The City may have or in the future develop a plan that will outline the City's intended use of the Property (for the purposes of this Section, the "Plan"). If the City does develop such a Plan, then the City will provide a draft of the Plan to Marysville WA Foursquare Church so that it can provide any input, recommendations, or concerns to the City, and the City will attempt to develop a Plan that is acceptable to both parties.
8. City Obligations. In the event the Property is utilized as a Facility of Opportunity during an emergency, the City will ensure the reimbursement or replacement to Marysville WA Foursquare Church for any food, supplies, utilities, or other such items that are used by the City. The City will additionally ensure that any post-emergency cleanup is performed to return the Property to substantially the same condition it was in prior to its use. The City will be responsible for providing staffing for the Facility of Opportunity which may or may not involve Marysville WA Foursquare Church staff/volunteers.
9. Storage of City Materials. The parties agree that the City may store supplies on the Property that will contain materials necessary to set up and operate the site in its agreed upon use. The City will place the supplies in a location that is acceptable to Marysville WA Foursquare Church.
10. Indemnification. The City shall defend, indemnify, and hold Marysville WA Foursquare Church harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or in connection with the exercise of the City's rights described by this

memorandum, except for injuries and damages caused by the negligence or misconduct of Marysville WA Foursquare Church.

11. Notices. Except for notice to access the Property as described in in Section 4, which may be provided in person, telephonically, by electronic mail, or by any other means reasonably calculated to provide notice, any notice or other communication required or permitted in this Memorandum will be in writing and will be deemed to have been made either (1) when delivered personally to the party to whom it is directed (or any officer or agent of such party); (2) upon being deposited in the United States' mail, postage prepaid, return receipt requested, and properly addressed to the other party; or (3) upon delivery by electronic mail. Either party may change their contact information by providing written notice to the other party.

12. Recitals. The recitals will be incorporated into and be considered a part of this Memorandum.

IN WITNESS WHEREOF, the parties have executed this memorandum as of the last date written below.

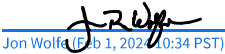
International Church of the Foursquare Gospel dba
Marysville WA Foursquare Church:



By: Andrew Nakamura
Its: Assistant Corporate Secretary

February 1, 2024

Date



By: Jon R. Wolfe
Its: Property Advisor

Date

CITY OF MARYSVILLE:

Jon Nehring, Mayor

Date

Approved as to form:

Jon Walker, City Attorney



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 4, 2024

SUBMITTED BY: Emergency Preparedness Manager Sarah Lavelle, Executive

ITEM TYPE: Resolution

AGENDA SECTION: **New Business**

SUBJECT: A **Resolution** to adopt the 2023-2028 City of Marysville Comprehensive Emergency Management Plan

SUGGESTED ACTION: Recommended Motion: I move to adopt Resolution No. ____.

SUMMARY: This Comprehensive Emergency Management Plan (CEMP) provides a framework for effectively preparing for, responding to, recovering from, and mitigating the impacts of emergencies and disasters. This plan outlines the roles and responsibilities of various City departments, agencies, and partners throughout all phases of emergency management.

ATTACHMENTS:

[2023-2028 CEMP Resolution.docx](#)
[Marysville CEMP 2023-2028.pdf](#)

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,
WASHINGTON, ADOPTING THE UPDATED 2023-2028 MARYSVILLE
COMPREHENSIVE EMERGENCY MANAGEMENT PLAN.**

WHEREAS, Marysville Municipal Code 2.12 established an emergency management organization which is required by Chapter 38.52 RCW and Chapter 118-30 WAC to complete a comprehensive emergency management plan ; and

WHEREAS, the City of Marysville has revised the Comprehensive Emergency Management Plan (CEMP) in a continued effort to prepare for emergencies; and

WHEREAS, the Mayor, in accordance with Chapter 118-30-060 WAC will issue a promulgation memorandum for the updated plan; and

WHEREAS, as wide rand of natural and human-caused hazards can affect residents, visitors, and property in the City; and

WHEREAS, the Comprehensive Emergency Management Plan is a framework for disaster preparedness activities that support National Incident Management System (NIMS) requirements; and

WHEREAS, public health, safety, and welfare will be enhanced by the adoption of a Comprehensive Emergency Management Plan to coordinate and plan the City’s emergency management activities.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE that the updated 2023-2028 Comprehensive Emergency Management Plan is adopted.

ADOPTED by the City Council at an open public meeting this _____ day of _____, 20____.

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
_____, DEPUTY CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY

City of Marysville

Comprehensive Emergency Management Plan

Basic Plan

2023 - 2028



MARYSVILLE
WASHINGTON



[Placeholder for Promulgation Memorandum]

Approval Letter



**STATE OF WASHINGTON
MILITARY DEPARTMENT
EMERGENCY MANAGEMENT DIVISION**

*MS: TA-20; Building 20
Camp Murray, Washington 98430-5122
Phone: (253) 512-7000 • FAX: (253) 512-7200
Website: <http://www.mil.wa.gov>*

February 8, 2024

Sarah LaVelle, Emergency Preparedness Manager
City of Marysville
501 Delta Avenue
Marysville, Washington 98292

Re: City of Marysville Comprehensive Emergency Management Plan

Dear Ms. LaVelle:

Thank you for submitting the City of Marysville's Comprehensive Emergency Management Plan (CEMP) for our review as required under Title 38.52.070 RCW. Congratulations on completing this significant accomplishment.

The enclosed documents provide a compilation of recommendations for your next planning and review cycle to meet the requirements of RCW 38.52 and WAC 118.30. Addressing the lawful requirements category will ensure your CEMP's continued consistency with the State CEMP and incorporate industry best practices. The Washington Emergency Management Division (EMD) looks forward to receiving the next iteration of the City of Marysville's CEMP in five years.

To better incorporate the use of core capabilities while also making the CEMP a more operational document, CEMP development in Washington has changed significantly. If you would like additional information or assistance, please contact EMD's Planning Section at emdcepreview@mil.wa.gov.

Sincerely,

A blue ink signature of Robert Ezelle.

Robert Ezelle
Director

Enclosures (2)
EMD CEMP Evaluation Checklist 2023 – City of Marysville
CEMP Review and Recommendations 2023 – City of Marysville

Record of Changes

Change Number: YR-XXX	Date of Change: MM/YYYY	Individual Making the Change	Change Summary/Sections Affected

Record of Distribution

Date	Name, Position, Agency	Format

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Introduction

Purpose

This Comprehensive Emergency Management Plan (CEMP) provides a framework for city-wide preparedness activities including prevention, protection, mitigation, response, and recovery. It outlines how the City of Marysville (the City) will conduct emergency management functions including roles and responsibilities of City departments and partner agencies.

Marysville Municipal Code Ch. 2.12 establishes a local Emergency Management Organization and adopts the National Incident Management System (NIMS), including the Incident Command System (ICS), as the standard for managing emergency incidents.

Plan Format

This plan consists of this basic plan with general framework for how the City would handle emergencies and disasters, as well as City Department annexes that describe in greater detail the roles and responsibilities for specific departments. Additionally, the Limited English Proficiency (LEP) Inclusive Emergency Communications Plan outlines the City's responsibilities in communicating emergency information to the public.

Scope

This plan may be applied to any hazard, natural or human caused, that necessitates or may necessitate the response of multiple departments or agencies outside the scope of normal operations or with the potential to exceed normal capabilities in the City. Specific procedures for minor emergencies and incidents are covered in respective departmental, agency, or jurisdiction operation plans, policies, and procedures.

This plan considers the emergencies and disasters, both natural and human-caused, likely to occur within the City of Marysville, as described in the 2020 Snohomish County Hazard Mitigation Plan and its Marysville annex.

This plan was developed to align with National Planning Frameworks, the 2017 National Incident Management System (NIMS) document, the 2019 Washington State Comprehensive Emergency Management Plan, and the 2019 Snohomish County Comprehensive Emergency Management Plan.

Situation Overview

Marysville, Washington is located 35 miles north of Seattle, adjacent to Everett on the north side of the Snohomish River. It is the second-largest city in Snohomish County after Everett with a population of about 72,280 (American Community Survey 2022 1-Year estimate).

The 2020 Snohomish County Hazard Mitigation Plan (HMP) identifies and ranks the hazards below based on their expected severity, magnitude, frequency, onset, and duration for "worst-case" and "most-likely" scenarios.

Table 1: Hazard ranking from the Snohomish County Hazard Mitigation Plan (2020)

Rank	Hazard
1	Earthquake
2	Epidemic
3	Hazardous Materials (train accident)
4	Weather Events (windstorm, winter storm, drought)
5	Flooding
6	Dam Failure
7	Wildfire
8	Cybersecurity Threats
9	Mass Earth Movement (landslides, mudslides)
10	Volcano
11	Active Assailant
12	Aircraft Accident
-	Tsunami

Planning Assumptions

- Emergency planning efforts cannot predict or anticipate all outcomes of a disaster. Response efforts must be flexible and scalable to address an incident.
- A disaster may overwhelm the response and recovery capabilities of the City and other partners. In a widespread disaster, resources from local, county, state, or federal agencies may not arrive for an extended period of time. Individuals, families, and businesses should be prepared to be self-sufficient for at least 14 days.
- Delivery of city services to the public will likely be affected by an emergency or major disaster and may be reduced or cease for an undetermined period of time. Continuation and restoration of services will be prioritized by the impact to the public and resources available.
- The City will likely use support and resources from other jurisdictions and community partners in a disaster. This plan discusses some roles and responsibilities for City departments if those resources are not available.
- The Plan may not cover all aspects of every disaster but is intended to provide a framework and structure for which applicable personnel may affect appropriate response.

Concept of Operations

General

Emergency management activities in the City are governed by Section 38.52 of the Revised Code of Washington (RCW), Section 118-30 of the Washington Administrative Code (WAC) and Marysville Municipal Code (MCC) Chapter 2.12. Authority and responsibility for the emergency management organization are delegated to the Emergency Manager by the Mayor through MCC 2.12.

Plan Activation

The Mayor, Chief Administrative Officer (CAO), Emergency Manager, department directors, or designees have authority to activate this plan.

Operational Objectives

During an emergency incident, the top priorities will be to:

- Save lives and protect the health and safety of the public, responders, and recovery workers.
- Protect property and mitigate damages and impacts to individuals, communities, and the environment
- Protect and restore critical infrastructure and key resources.
- Facilitate the recovery of individual families, businesses, governments, and the environment.

The desired outcome of an incident will be for the City and the rest of the community to be able to return to their daily routines under either pre-incident conditions or adjusted to new post-incident conditions influenced by response, recovery, and mitigation. It is the intent of City leadership that the CEMP, and other associated plans, be designed and implemented in a way to support the desired outcome.

Whole Community Involvement

Whole Community incorporation applies to all parts of the CEMP including all annexes and appendices. The definition for Whole Community as defined by the Federal government is “a means by which residents, emergency management practitioners, organizational community leaders, and government officials can collectively understand and assess the needs of their respective communities and determine the best ways to organize and strengthen their assets, capacities, and interests. Whole Community includes individuals and families, including those identified as at-risk or vulnerable populations; businesses; faith-based and community organizations; nonprofit groups; schools and academia; media outlets; and all levels of government, including state, local, tribal, territorial, and federal partners.”

State and local governments carrying out emergency response and providing disaster assistance shall comply with all applicable non-discrimination provisions contained in RCW 49.60, Discrimination - Human Rights Commission, Public Law 110-325, Americans with Disabilities Act (ADA) of 1990 as amended with ADA Amendments Act of 2008, and Section 504 of the Rehabilitation Act of 1973.

Recipients of any federal funds must acknowledge and agree to comply with applicable provisions of federal civil rights laws and policies prohibiting discrimination, including, but not limited to: Title VI of the Civil Rights Act of 1964, which prohibits recipients from discriminating on the basis of race, color, or national origin. Recipients of federal financial assistance must also take reasonable steps to provide meaningful access for persons with Limited English Proficiency (LEP) to their programs and services.

People with access or functional needs are those who may have additional needs before, during, or after an incident in functional areas including, but not limited to: maintaining health, independence, communication, transportation, support, services, self-determination, and medical care. Individuals in need of additional response assistance may include people who have disabilities, who live in institutionalized settings, who are older adults, who are children, who are from diverse cultures, who have limited English proficiency or who are non-English speaking, or who are transportation disadvantaged (National Preparedness Goal, September 2015).

Special considerations and accommodations may be necessary to address the essential needs of children during an incident. Areas of specialized support may include but are not limited to, reunification efforts for children that are or become separated from their parents or guardians, sheltering services or medical care for unaccompanied minors, mental/emotional health concerns,

limited communication capabilities, educational sustainment, appropriate nutritional needs, and/or other identified unique aspects of supporting children during an incident.

The Pets Evacuation and Transportation Standards (PETS) Act amends the Robert T. Stafford Disaster Relief and Emergency Assistance Act to ensure state and local emergency preparedness operational plans address the needs of individuals with household pets and service animals following a major disaster or emergency.

Emergency Declaration

When a disaster exceeds (or is anticipated to exceed) the City's response capabilities, the Mayor may issue a Declaration of State of Emergency and request additional assistance through the Snohomish County Department of Emergency Management (DEM). If the disaster should exceed the capabilities of the county, the County Executive may issue a proclamation of emergency and request additional assistance through the State and/or Federal government. If activated, the Emergency Operations Center (EOC) will be responsible for notifying Snohomish County DEM of the emergency declaration.

The authority of the Mayor during a state of emergency will be in accordance with MMC 2.12.040.

Direction, Control, and Coordination

General

The Mayor or designee is responsible for overall strategic direction of emergency or major disaster operations within the City of Marysville. The Mayor has specific emergency authority as granted by the Revised Code of Washington (RCW) 38.52.070(2). Strategic and tactical control of incidents is maintained by the incident commander or unified command to manage the response assets, including mutual aid or state mobilized assets. The EOC, when activated, will support and/or coordinate disaster response and recovery activities within the City of Marysville.

Multi-Jurisdictional Coordination

Coordination among emergency management agencies is critical to successful response and recovery following an emergency or major disaster. Pre-disaster preparedness, training, and exercises with local, tribal, regional, state, and private sector emergency management partners allow the best chance for efficient and effective emergency and major disaster response and recovery efforts. When multi-jurisdictional resources are activated, direction and control will be provided by the appropriate incident commander or jurisdiction.

Joint Information System

Managing public information during an emergency or major disaster requires a coordinated and consistent message from all City officials as well as other affected organizations. Public Information Officers (PIOs) shall participate in a Joint Information System for the purpose of ensuring that the public has clear and concise information and directions during all phases of emergency response, restoration of service, and recovery activities.

Mission Areas, Core Capabilities, and Community Lifelines

The National Preparedness Goal establishes 32 core capabilities that are grouped into five mission areas used to guide preparedness activities. By conducting activities to strengthen these capabilities, we improve the resiliency of our community. Community Lifelines outline the fundamental services provided for the community. The interrelationship of department roles, Core

Capabilities, and lifelines can be thought of in terms of means, ways, and ends. The departments (and/or ESFs described below) are the means by which agencies deliver the Core Capabilities (the ways) that re-establish or protect the lifelines (the ends).

Mission Areas

Prevention

Prevent, avoid or stop an imminent, threatened or actual act of terrorism.

Protection

Protect our citizens, residents, visitors, and assets against the greatest threats and hazards in a manner that allows our interests, aspirations, and way of life to thrive.

Mitigation

Reduce the loss of life and property by lessening the impact of future disasters.

Response

Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident.

Recovery

Recover through a focus on the timely restoration, strengthening and revitalization of infrastructure, housing and a sustainable economy, as well as the health, social, cultural, historic and environmental fabric of communities affected by a catastrophic incident.

Core Capabilities by Mission Area (from the National Preparedness Goal, 2nd edition)

The following table show the 32 core capabilities and the mission areas they apply to. Each core capability has critical task(s) that are distinct elements that describe how a core capability is met. The Core Capability Critical Tasks and Department Responsibilities table (Appendix A) lists all critical tasks and which City departments they are associated with.

Prevention		Protection		Mitigation		Response		Recovery	
Planning									
Public Information and Warning									
Operational Coordination									
Intelligence and Information Sharing				Community Resilience Long-term Vulnerability Reduction Risk and Disaster Resilience Assessment Threats and Hazards Identification		Infrastructure Systems			
Interdiction and Disruption						Critical Transportation		Economic Recovery	
Screening, Search, and Detection						Environmental Response/Health and Safety		Health and Social Services	
Forensics and Attribution		Access Control and Identity Verification		Risk and Disaster Resilience Assessment Threats and Hazards Identification		Fatality Management Services		Housing	
		Cybersecurity				Fire Management and Suppression		Natural and Cultural Resources	
		Physical Protective Measures				Logistics and Supply Chain Management			
		Risk Management for Protection Programs and Activities				Mass Care Services			
		Supply Chain Integrity and Security				Mass Search and Rescue Operations			
						On-scene Security, Protection, and Law Enforcement			
						Operational Communications			
						Public Health, Healthcare, and Emergency Medical Services			
						Situational Assessment			

Figure 1: Core Capabilities by Mission Area

Community Lifelines

The 4th Edition of the National Response Framework defines community lifelines as a fundamental services that enable the continuous operation of critical government and business functions and is essential to human health and safety and economic security. Assessing and monitoring the condition of these lifelines can assist in decision making throughout an incident. The Community Lifelines and their components are shown below:



Figure 2: Community Lifelines and their components

Continuity of Government and Succession of Authority

In support of the City of Marysville's efforts to prepare for emergencies and/or disasters, and to assure the continued operation of government during such events, provisions are included within this plan to address the succession of authority during the Mayor's absence or unavailability, and the appointment of temporary interim successors to elected offices other than the Office of the Mayor.

The line of succession for persons with the power to declare a state of emergency and issue directives and prohibitions during the state of emergency shall be as follows:

1. Mayor
2. Council president/mayor pro tem
3. Most senior council member, with seniority determined by including all years served on the city council, regardless of whether there was a gap in years served on the council. Or if the city council is in session, a council member will be appointed by vote of the council.

In the event the mayor and entire city council is not available due to injury or absence, the line of succession with emergency powers shall be as follows:

1. Chief administrative officer
2. Police chief
3. Public works director
4. Most senior member of the police command staff

Each department director shall designate an order of succession for his or her department in consultation with the mayor and chief administrative officer and advise the emergency manager (MMC 2.12.040).

Organization

Jurisdictional Organizational Structure

The City of Marysville operates under a mayor-council government with an elected mayor and elected city council. The council is the legislative and policy-making body that serves on behalf of Marysville citizens. A Chief Administrative Officer (CAO) is appointed by the Mayor and approved by the City Council to coordinate City operations.

A Marysville emergency management organization (EMO) was created to carry out emergency management functions. The EMO will be headed by a director, known as the emergency manager. The emergency manager will be appointed by the mayor and report to the chief administrative officer. The emergency manager will be directly responsible for the organization, administration, and operation of the EMO (MMC 2.12.020).

City of Marysville Day-to-Day Organizational Chart

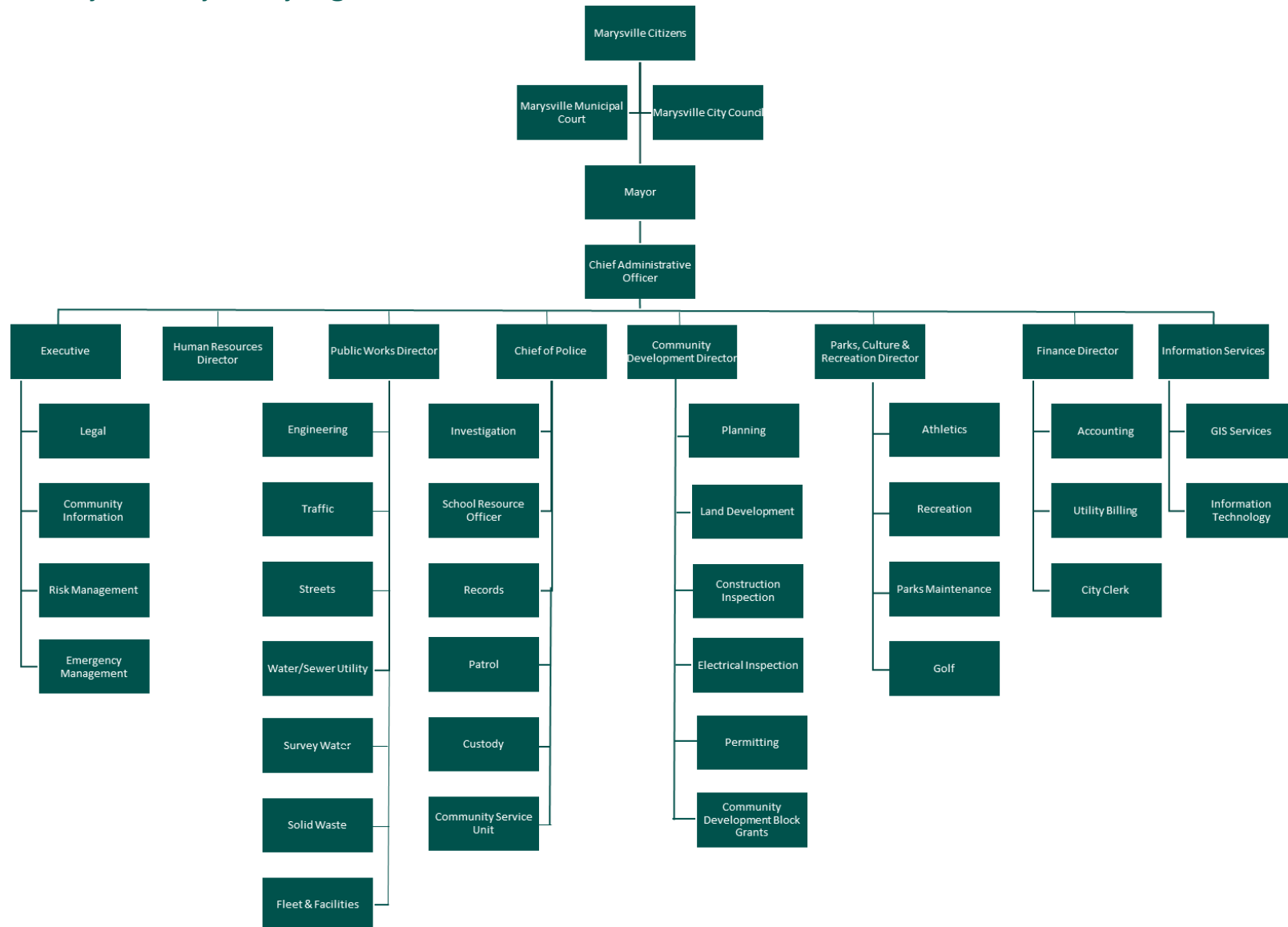


Figure 3: City of Marysville Organizational Chart

Emergency Organizational Structure

During emergency operations, the Marysville Emergency Operations Center (EOC) will operate with a hybrid ICS-like/departmental structure. For minor emergencies (ex. monitoring/level III EOC activations) the City and departments will likely maintain their day-to-day structures. For larger incidents or activations of the EOC, the ICS-like structure is used to coordinate support for the incident and field personnel. This structure aligns with the National Incident Management System (NIMS) guidance and references the EOC structure of Snohomish County to support regional coordination. A disaster policy group may be established with relevant representatives to provide overall policy direction in a response or collectively resolve issues that arise. The disaster policy group representatives will vary depending on the incident but generally will include Mayor, Council members, the CAO, Legal, and select Directors or other subject-matter experts. It will be convened and led by the CAO or designee.

Emergency Operations Center Organizational Chart

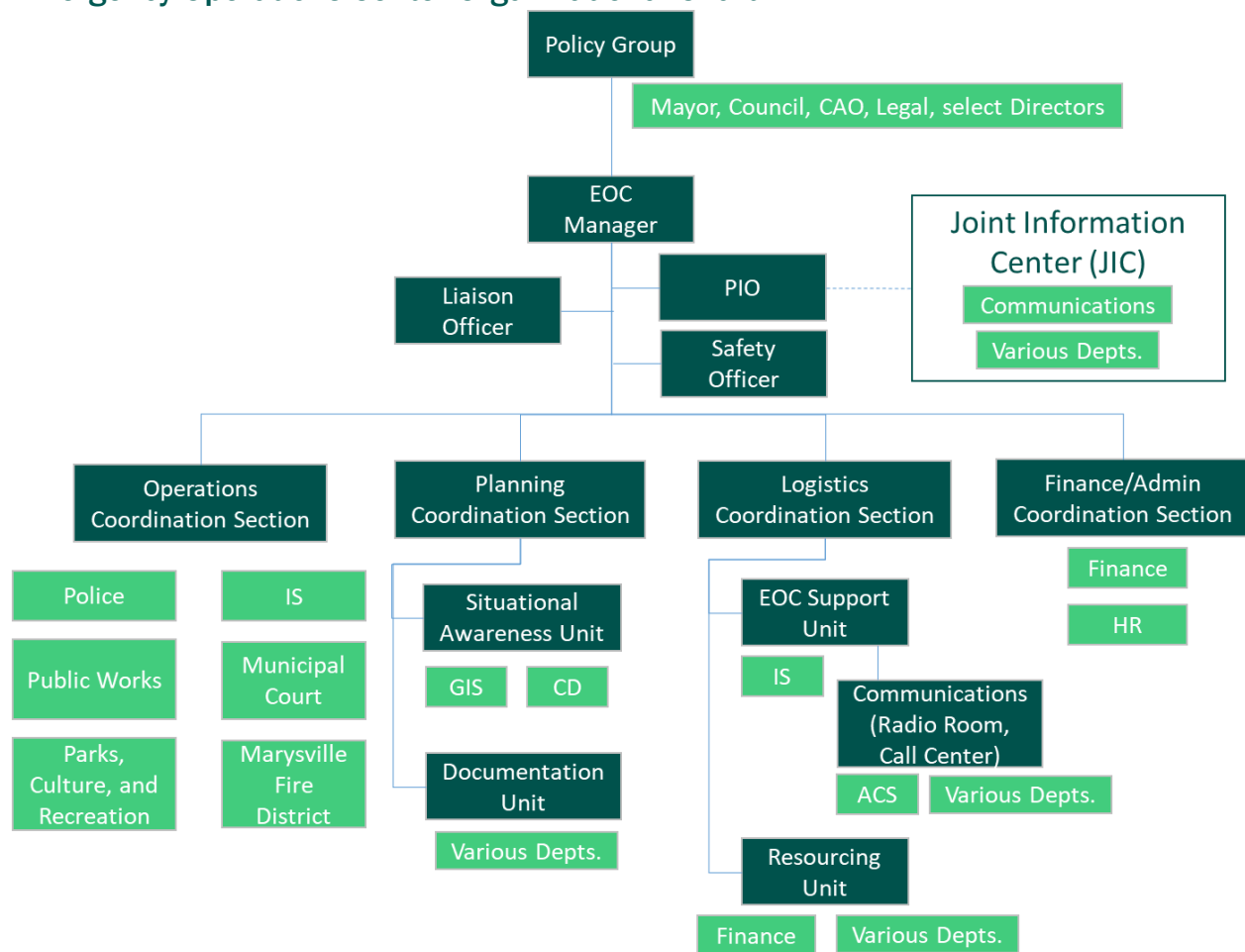


Figure 4: Emergency Operations Center Organizational Chart

Emergency Operations Center (EOC)

The City of Marysville EOC is a location where staff from multiple departments and/or agencies come together to address imminent threats and hazards and to provide coordinated support to incident command, on-scene personnel, and/or other EOCs. The EOC may be a fixed location, temporary facility, or virtual structures with staff participating remotely.

EOC Location

The primary EOC is located at the Sunnyside Treatment Plant. The EOC will be in the downstairs conference room with a policy room located in the upstairs training room. The Joint Information Center (JIC) and radio room supporting the EOC will be located at Marysville Fire District Station #66 adjacent to the Sunnyside Treatment Plant.

The alternative EOC location is located at the Marysville Civic Center. When appropriate, the City may activate the EOC virtually and conduct coordination activities remotely.

EOC Activation

The decision to activate the EOC may be made when an incident is occurring or is expected to occur, there is an increased need for additional coordination, and/or at the discretion of the Mayor, the CAO, the Emergency Preparedness Manager, or any Department Director (or designee).

The EOC activation level should correspond to the situation and need for coordination and support. EOC activation levels listed below are consistent with the levels utilized by Snohomish County EOC and the Washington State EOC:

Level III (Monitoring)

Emergency Management (or EOC Manager) and applicable department head(s) monitor the situation. Staff may conduct monitoring activities from the EOC or other location based on the situation. The normal City of Marysville department structure is utilized for these operations.

Level II (Partial)

Emergency Management plus incident specific representatives and support staff as needed. The EOC may activate on a limited basis to assist with coordination of incoming assets, to request county or state assistance, or if the incident would benefit from coordinated response support from the EOC.

Level I (Full)

City department representatives and support staff positions filled. The EOC is activated normally to coordinate support for incident commanders, logistics, planning, administration, and finance; set city priorities; coordinate requests for county, state, or federal resources; and manage restoration and recovery activities.

Emergency Management Roles

Local Government

All incidents within the City of Marysville will be under the operational control of City department responders unless officially delegated under the incident command system. Emergencies should first be handled by the responding departments utilizing traditional mutual aid agreements and do not require activation of the EOC. Mutual aid agreements are negotiated and maintained by the individual City departments. When activated, the City EOC will support emergency and major disaster response and recovery activities. The City may coordinate emergency management activities with neighboring entities such as the Tulalip Tribes or Lake Stevens. Other local jurisdictions, non-governmental organizations, and private sector representatives may be requested to provide support to the City under existing mutual aid agreements or ad hoc agreements as required.

County Government

Snohomish County DEM will be the primary point of contact for requesting emergency or major disaster support, except for existing departmental mutual aid agreements. Coordination with the

County for emergency or major disaster information or assistance will be through Emergency Management or EOC (when activated).

Regional

Regional resources may be requested and utilized. The Marysville Fire District (MFD) is a regional fire authority that provides fire suppression and prevention, emergency medical response, technical rescue, hazardous material response, surface water rescue, and other service to the City of Marysville and surrounding areas. The City coordinates closely with MFD in emergency planning. Regional partners may also include those related to critical infrastructure or utility providers (ex. Snohomish County Public Utility District, Puget Sound Energy, Cascade Natural Gas, BP - Olympic Pipeline Company, AT&T, Snohomish County 911 etc.). These are normally accessed by existing mutual aid agreements maintained by city departments. Regional resources may also be requested through Snohomish County DEM.

State Government

Normally, requests for State assistance will be submitted to the Snohomish County DEM. Coordination with the State for emergency or major disaster information or assistance will be through Emergency Management or EOC (when activated).

Federal Government

Requests for Federal assistance will be processed in accordance with the National Response Framework. Normally, the request will be processed through Snohomish County Department of Emergency Management to the State Emergency Operations Center (SEOC) and subsequently to the Federal Emergency Management Agency in major disasters.

Nongovernmental and Volunteer Organizations

For emergencies and major disasters confined within the city limits of Marysville, a liaison from nongovernmental and volunteer organizations may be requested to report to the EOC. For emergencies and major disasters impacting areas to include those outside the city limits and when the Snohomish County EOC is activated, liaisons will normally be assigned at the county level. The City EOC will then coordinate with Snohomish County DEM for support.

Private Sector

The City may develop emergency or major disaster contracts with private businesses to provide goods, services, or equipment. Businesses may donate goods, services, or equipment following an emergency or major disaster which will be processed in accordance with donation procedures. Businesses are encouraged to have their own continuity and emergency response plans.

Residents

Residents may volunteer to provide support prior to an emergency or major disaster. Following volunteer training for the purpose of support, residents may be registered as emergency workers. Residents may donate goods or equipment following an emergency or major disaster which will be processed in accordance with donation procedures. The City incorporates residents into preparedness and mitigation efforts by providing training and opportunities to contribute to planning efforts.

City Department Roles and Responsibilities

The City has established an emergency management organization to carry out emergency management functions. The emergency manager is directly responsible for the organization, administration, and operations of the emergency management organization (MMC 2.12.020).

An Emergency Management Committee is led by the emergency manager and consists of executive staff, department directors or designees, and other key staff. The purpose of this committee is to provide input on and guide the direction of emergency management functions.

The following responsibilities are shared by all City departments:

- Provide personnel, facilities, and equipment to support emergency management functions to the best of their abilities.
- Ensure staff are aware of their roles in emergency management functions and they complete the appropriate related trainings (including NIMS and ICS training).
- Develop and maintain relevant plans to carry out their emergency response functions.
- Establish primary and alternative communication methods with staff to communicate with one another, between City departments, and with other partners.
- Collect and provide documentation related to emergency and disaster incidents.
- Encourage personal and family preparedness for all staff.

The following table outlines the roles and responsibilities that City Departments have in emergency management through all mission areas; prevention, protection, mitigation, response, and recovery. This list is not exhaustive and departments may have different roles depending on the situation. Core Capabilities that apply to each department are listed for reference.

Table 2: City Department emergency management roles and responsibilities

City Department	Roles and Responsibilities	Related Core Capabilities
Chief Administrative Officer (CAO)	• Provide overall policy direction of emergency management functions • Provide overall coordination of City operations and guidance in executing emergency response priorities • Convene and lead the disaster policy group	Planning, Operational Coordination, Community Resilience, Operational Communication, Economic Recovery
City Council	• Provide policy approval for funding support/allocation • Approve appropriate motions, ordinances, or other required legislation to facilitate an expedient response	Community Resilience, Economic Recovery
Communications	• Provide emergency information to the public before, during, and after emergency incidents • Lead and staff the Joint Information Center during an activation • Coordinate all media interactions	Planning, Public Information and Warning, Operational Coordination, Community Resilience, Operational Communications, Situational Assessment, Economic Recovery, Health and Social Services

City Department	Roles and Responsibilities	Related Core Capabilities
Community Development	• Coordinate and conduct damage assessments and inspections • Support long-term efforts to promote building/rebuilding, sustainability, and other aspects of community recovery • Conduct permit reviews for emergency and permanent repairs • Integrate planning efforts with emergency management activities where appropriate and assist with emergency plan development (ex. hazard mitigation plan)	Planning, Operational Coordination, Risk and Disaster Resilience Assessment, Threats and Hazards Identification, Operational Communications, Situational Assessment, Economic Recovery, Housing, Natural and Cultural Resources
Economic Development	• Supports long-term efforts to promote building/rebuilding, sustainability, and other aspects of community recovery • Provide information and guidance on business recovery assistance services	Planning, Operational Coordination, Community Resilience, Long-term Vulnerability Reduction, Risk and Disaster Resilience Assessment, Operational Communications, Economic Recovery
Emergency Management	• Staff and coordinate the activities in the Emergency Operations Center (EOC) • Facilitate communication and operational coordination for response agencies during a disaster • Coordinate with County DEM, State EMD, and other agency emergency management organizations • Conduct emergency preparedness outreach and public education • Maintain emergency management plans and assist with planning in other city departments • In coordination with Communications, provide emergency information to the public	Planning, Public Information and Warning, Operational Coordination, Community Resilience, Long-term Vulnerability Reduction, Risk and Disaster Resilience Assessment, Threats and Hazards Identification, Critical Transportation, Logistics and Supply Chain Management, Mass Care Services, Operational Communications, Situational Assessment, Economic Recovery, Housing
Finance	• Ensure disaster related expenditures are made in accordance with applicable laws, regulations, and accounting procedures • Support procurement and disaster-related expenditures • Support donations management activities	Planning, Operational Coordination, Logistics and Supply Chain Management, Economic Recovery
Human Resources	• Oversees personnel needs or issues during emergency management activities • Monitors activities to ensure they comply with safety standards • Coordinates spontaneous volunteer management	Planning, Operational Coordination, Operational Communications, Environmental Response/Health and Safety, Health and Social Services

City Department	Roles and Responsibilities	Related Core Capabilities
Information Services	• Support response operation use of IT resources • Provide emergency assistance for mission-critical activities • Lead cybersecurity programs for the City • Stand up the EOC when activated and provide IT support • Coordinate situational assessment through Geographic Information System (GIS) resources • Assist with emergency communications including amateur radio	Planning, Operational Coordination, Intelligence and Information Sharing, Access Control and Identity Verification, Cybersecurity, Physical Protective Measures, Infrastructure Systems, Operational Communications, Situational Assessment
Legal	• Provide legal counsel for emergency response activities • Supports development and approval of emergency declarations • Review and approve contracts as needed • Provide legal review of relevant emergency plans and agreements • Secure public records as necessary	Planning, Operational Coordination, Operational Communications
Mayor	• Provide overall policy direction of emergency management functions • Make emergency declarations • Provide briefings to and coordinate the activities of the City Council • Share information with the public in coordination with Communications and the Joint Information Center (if activated)	Planning, Operational Coordination, Community Resilience, Operational Communication, Economic Recovery
Municipal Court	• Coordinate with legal and law enforcement to maintain critical and required aspects of court proceedings	Planning, Operational Coordination, Operational Communications
Parks, Culture, and Recreation	• Coordinate the use of Parks facilities for emergency management functions • Coordinate shelter activities for City-operated shelters and assist shelter operations of external agencies • Assist in mass care activities to provide services and supplies for the public • Support donations management activities	Planning, Operational Coordination, Community Resilience, Mass Care Services, Operational Communications
Police	• Conduct law enforcement operations in all mission areas • Provide command and control for field operations through established Incident Command Posts as appropriate • Lead or support active assailant, mass casualty, or mass fatality incidents	Planning, Public Information and Warning, Operational Coordination, Intelligence and Information Sharing, Interdiction and Disruption, Screening, Search, and Detection, Forensics and

City Department	Roles and Responsibilities	Related Core Capabilities
	• Provide guidance for emergency traffic control and maintain site security of critical facilities or response areas • Direct or support evacuation efforts as appropriate • Provide support in the dissemination of emergency warning information to the public • Maintains operations at the Marysville jail	Attribution, Access Control and Identity Verification, Cyber Security, Physical Protective Measures, On-scene Security, Protection, and Law Enforcement, Operational Communications, Situational Assessment
Public Works	• Maintain transportation infrastructure and designate emergency traffic routes • Maintain operations of and implement repairs to water, storm, and sewer systems • Conduct debris removal activities • Provide traffic control personnel and equipment as needed • Maintain and/or provide vehicles, equipment, and operators to assist in emergency situations • Provide support to evacuation planning and operations • Assist with traffic control for incident locations and key facilities • Coordinate and conduct damage assessments and inspections	Planning, Operational Coordination, Physical Protective Measures, Risk Management Protection for Protection Programs and Activities, Risk and Disaster Resilience Assessment, Infrastructure Systems, Critical Transportation, Operational Communications, Situational Assessment, Natural and Cultural Resources

Emergency Support Function (ESF) Reference

Snohomish County uses Emergency Support Functions (ESFs) in their emergency organizational structure. If a City staff member is deployed to the County EOC or assigned to aid in coordination activities, it is helpful to understand the ESF roles. The following table lists ESFs and their primary tasks as well as which City departments might be related to the County ESF.

Table 3: Emergency Support Function (ESF) tasks (from Snohomish County CEMP) and associated City Departments

Emergency Support Function	Primary Tasks (not all inclusive)	City Department
ESF 1 Transportation	• Monitor, assess, and report the status of transportation systems and infrastructures • Coordinate temporary alternative transportation solutions • Coordinate restoration and recovery of transportation systems and infrastructures	Public Works

Emergency Support Function	Primary Tasks (not all inclusive)	City Department
ESF 2 Communications	• Coordination of emergent communications • Coordination with telecommunications and information technology industries • Protection and repair of telecommunications infrastructure • Radio Communication Support Management (RACES/ARES)	IS, Marysville ACS
ESF 3 Public Works & Engineering	• Infrastructure protection, emergency repair, and restoration • Debris / solid waste management • Engineering services and flood fighting operations	Public Works
ESF 4 Fire Service	• Coordinate public fire and life safety services • Support to wildland, rural, and urban firefighting operations	Marysville Fire District
ESF 5 Emergency Management	• Coordination of incident management and response efforts • Information collection, analysis, and planning for emergent operations	Emergency Management
ESF 6 Mass Care, Housing, and Human Services	• Mass Care (non-medical), feeding, and sheltering of persons displaced by a disaster • Emergency assistance including registration, tracking and reunification of families, support to medical shelters, coordination of donated goods & services, and coordination of voluntary agency assistance • Disaster housing assistance. Human services - crises counseling, special needs case management, referral to state and federal assistance programs • Community and Volunteer organization coordination	Parks, Culture, and Recreation
ESF 7 Logistics & Resource	• Support provision of logistic support to include facility space, equipment, supplies, and contracting	Finance, IS, various departments
ESF 8 Public Health & Medical	• Assessment and support of public health and medical needs • Mental health services • Mass causality / fatality management	Marysville Fire District, Emergency Management
ESF 9 Search & Rescue	• Search and rescue operations (wilderness) – ESF 13 • Search and rescue operations (urban) – ESF 4	Marysville Fire District
ESF 10 Hazardous Materials Response	• Coordination of response to oil and hazardous materials spills/incidents	Marysville Fire District
ESF 11 Agriculture & Natural Resources	• Nutritional assistance • Animal and plant disease and pest response • Food safety and security • Protection of natural and cultural resources and historic properties • Safety and well-being of household pets	Public Works, Community Development

Emergency Support Function	Primary Tasks (not all inclusive)	City Department
ESF 12 Utilities	• Energy and utility sector coordination • Assessment, repair, and restoration of energy and public utilities	Public Works
ESF 13 Public Safety	• Law Enforcement, public safety, and security support • Support to access, traffic, and crowd control	Police, Municipal Court
ESF 14 Private Sector	• Business and Private Sector	Economic Development
ESF 15 Public Affairs	• Emergency public information and protective action guidance • Media and community relations	Communications

Communications

Operational Communications

During an emergency situation, day-to-day means of communication should be used to the greatest extent possible. Day-to-day communications include email, phones, cell phones, and two-way radios, in addition to Snohomish County 911 which serves as the Public Safety Answering Point for the County. The City may use back up means of communication if day-to-day methods are not operational including amateur radio or runners. When activated the City EOC will communicate with other activated EOCs (county, state, local) via phone and email as well as amateur radio as needed. The EOC Radio Room is located at Marysville Fire District Station #66 and would be activated when needed to provide communication support.

The City may utilize the Marysville/Tulalip Auxiliary Communications Service (ACS) to support communications and response operations. As resources are available, ACS can deploy operators to the EOC, key facilities or locations, and/or in conjunction with responders to further facilitate the communication. The City also maintains a cache of radios that can be used by responders to aid in communication.

Community Communications

Public notification during emergencies and major disasters is critical to provide safety information. All persons should be informed of emergency notifications in a manner in which they can understand so that they may be informed of the danger and appropriate actions they should take to protect themselves and their families. Multiple methods of public notification should be used to provide maximum reach into the public. The City will strive to make every reasonable effort to take actions that are compliant with applicable laws related to individuals with disabilities, Access and Functional Needs (AFN), and Limited English Proficiency (LEP). When conducting after-action reviews, the City will evaluate the effectiveness of communication of life safety information and will inform Washington State EMD of technological challenges which limited communications efforts and will identify recommendations or resources needed to address those challenges.

Emergency communications are required to be translated into languages spoken by “significant populations” which are defined as those that exceed 1,000 people or 5% of the population (RCW38.52.070) whichever is less. In Marysville, the only language to fall into this category is Spanish. The City has access to translation and interpreter services to assist in outreach to LEP

communities. More details can be found in the City's LEP and Inclusive Emergency Communications Plan.

Alerts and Warnings

Emergency alert and warning systems are designed to allow public safety officials to warn the public of potential or current threats or emergencies. Public alerts and warnings may be issued for events that necessitate shelter-in-place, evacuation, or other protective actions for life safety or property preservation.

City Alert and Warning Capabilities

The City can issue warnings and other emergency public information via social media, notifications through the City website, news releases, mass notification platform (reverse 911, opt-in emergency alerts), printed materials, or in-person. When possible, the City will coordinate alerts and other messaging with relevant agencies. Police personnel may initiate public alerts through Snohomish County 911. The City maintains its own emergency alerting opt-in platform called Marysville Alerts.

Other Alert and Warning Options

There are additional methods for issuing alerts and warnings that the City can request but does not have access to. These include county-wide emergency alert opt-in systems, wireless emergency alerts, the Emergency Alert System (EAS), Washington State Department of Transportation (WSDOT) reader boards, and weather radios. Requests to utilize these methods should be coordinated through the Snohomish County or State EOC/Duty Officer.

Administration

Disaster-Related Documentation

All departments with disaster responsibilities should establish and maintain files of disaster-related documentation. Documentation allows the City to submit reimbursements and recover costs, create historical records, apply for grants, address insurance needs, develop mitigation measures, highlight practices to continue, and identify areas for improvement. All departments will maintain and protect files of all disaster-related directives, forms, reports, requests for assistance, expenditures, and correspondence, in accordance with the record retention program as defined in RCW 40.10.010.

Essential files include, but are not limited to the following:

- sign-in sheets/staffing patterns
- media releases
- situation reports
- emergency declarations
- requests for assistance
- offers of assistance
- damage assessment reports
- financial documentation (including receipts, payroll records, etc.)
- after-action reports

Finance

City Financial Management

Emergency expenditures are not normally integrated into the budgeting process of state and local jurisdictions. Nevertheless, events occur on a periodic basis requiring substantial and necessary unanticipated obligations and expenditures.

The City of Marysville, as all other local jurisdictions in Washington State, will incur disaster-related obligations and expenditures in accordance with the provisions of RCW 38.52.070(2), applicable state statutes and city local codes, charters and ordinances, which include but may not be limited to the following:

- Emergency expenditures for towns and cities with populations less than 300,000. RCWs 35.33.081, 35.33.091, and 35.33.101
- Emergency expenditures for code cities. RCWs 35A.33.080 and 35A.34.140

The Finance Director or designee shall develop effective administrative methods to keep detailed records distinguishing disaster operations activities and expenditures from routine activities and expenditures.

City departments will use their own budgets for emergency costs or paying for contract work. A single project code that is specific to the incident will be used by all departments to track costs. Budget amendments will be used if a department does not have enough funds in their budget to cover costs. Every City department shall be responsible for maintaining detailed records from the onset of an incident or event to include, but not limited to the following:

- work that is performed by force account
- appropriate extracts from payrolls, with any cross references needed to locate original documents including timesheets or payroll reports, verification of wage and benefits, overtime or comp time approvals, and copies of union contracts
- a schedule of equipment used on the job
- invoices, warrants, and checks issued and paid for materials and supplies used on the job
- work that is contracted out
- copies of requests for bids
- invoices submitted by the contractor
- work done under Mutual Aid Agreements

Additionally, the City of Marysville Finance Department is responsible for verifying all City departments' disaster financial records and maintaining complete, city-wide disaster financial records.

Cost Recovery

Disaster-related expenditures and obligations of local jurisdictions and organizations may be reimbursed under a number of federal programs. The federal government may authorize reimbursement of approved costs for work performed in the restoration of certain public facilities after a major disaster declaration by the President of the United States under the statutory authority of certain federal agencies.

Public Assistance (PA) Program

Provides supplemental financial assistance to state, local governments, and certain private and non-profit organizations for response and recovery activities as a result of a presidentially declared disaster. The PA Program provides federal grant assistance for the repair, replacement, or restoration of disaster-damaged, publicly owned, and uninsured facilities. This grant funding is provided at a 75% federal share to 25% applicant share for expenses that are approved during the application process. The PA process is coordinated by Emergency Management or other City department if costs or damages are limited.

Individual Assistance (IA) Program

Following a presidentially declared disaster, the IA program assists individuals who are experiencing difficulties post-disaster. If the disaster declaration includes IA, Snohomish County will coordinate the efforts and the City will support as appropriate.

Small Business Administration (SBA)

Following a presidentially declared disaster, the SBA can loan money to homeowners, renters, and business owners for disaster related repairs and personal property replacement.

Other Needs Assistance (ONA)

Following a presidentially declared disaster, the ONA can provide financial assistance to individuals and households who have no applicable insurance and may have been denied by the SBA Disaster Assistance Program.

Other event-specific reimbursement and grant opportunities may also be available. When multiple opportunities are available, the City will closely track costs to ensure that they are not being applied to multiple sources.

Logistics and Resource Management

During a major event, coordination for maximum utilization of a limited supply of disaster-related resources is a primary duty of the EOC. During an emergency or major disaster, the EOC will likely need to provide logistics and resource management beyond the capabilities of the local Incident Commander and to City departments once they have exhausted their supplies and capacity for the provision of services, personnel, and commodities during response and recovery phases. Departments/agencies responding to emergencies and disasters should first use their available resources. Scarce resources should be allocated according to established priorities and objectives of the EOC. Resource requests will be received, processed, and tracked through the EOC throughout their entire lifecycle and, when possible, be coordinated with other jurisdictions and agencies.

The private and non-profit sectors are an important part of any disaster response and recovery. Businesses and non-profits (including faith-based organizations, community based organizations, and non-governmental organizations) may provide valuable support and resources before, during, and after a disaster. Private and non-profit resources should be coordinated through the EOC.

Each City department is responsible for tracking, compiling and submitting accurate and complete disaster-related expenditures to the EOC throughout the response and recovery period. These will be used to assist with the development of the Preliminary Damage Assessments that go to the County and State to aid in the State's application for federal assistance under the Stafford Act.

Resource Typing

Resource typing defines and categorizes incident resources by capability. Resource typing definitions establish a common language for discussing resources by defining minimum capabilities for personnel, teams, facilities, equipment, and supplies. Resource typing enables communities to plan for, request, and have confidence that the resources they receive have the capabilities they requested. The Federal Emergency Management Agency (FEMA) leads the development and maintenance of resource typing definitions for resources shared on a local, interstate, regional, or national scale. Jurisdictions can use these definitions to categorize local assets. City departments are responsible for typing their assets.

Mutual Aid

Mutual aid assistance requests can be made by direct request between jurisdictions/agencies or through the Washington Intrastate Mutual Aid System (WAMAS). Established in RCW 38.56, WAMAS provides for in-state mutual assistance among member jurisdictions, to include every county, city, and town of the state. Members of WAMAS are not precluded from entering into or participating in other mutual aid agreements that are authorized by law. WAMAS does not replace current mutual aid agreements; it is a mutual aid tool to use when other agreements do not exist. The chief executive officer of a requesting jurisdiction, or authorized designee, must request assistance directly from the chief executive officer, or authorized designee, of another member jurisdiction. If this request is verbal, it must be confirmed in writing within thirty days after the date of the request. A requesting jurisdiction shall reimburse a responding member jurisdiction for the true and full value of all assistance. However, if authorized by law, a responding member jurisdiction may donate assistance.

Out-of-state mutual aid resources are requested through the Emergency Management Assistance Compact (EMAC), established in Public Law 104-321, or the Pacific Northwest Emergency Management Arrangement (PNEMA), established in Public Law 105-381, both coordinated through Washington State Emergency Management Division.

Credentialing is a process for qualifying and certifying personnel for incident-related positions. It enables jurisdictions to plan for, request, and have confidence in personnel assigned from other organizations through mutual aid agreements. The City will coordinate with local and State efforts to implement qualification standards for appropriate deployable personnel. Resources should deploy only when appropriate authorities request and dispatch them through established resource management systems. Resources that authorities do not request should refrain from spontaneous deployment to avoid overburdening the recipient and compounding accountability challenges.

Volunteers and Donations Administration

The City may utilize emergency workers (volunteers) in accordance with RCW 38.52 and WAC 118-04. "Emergency Worker" is defined in RCW 38.52.010 (4) while the rules and regulations concerning coverage, classification, and registration of workers are addressed by RCW 38.52.310 and Chapter 118.04 WAC.

The EOC is responsible for the management, coordination, and logistical support of donated goods and services which are provided to the City during an emergency or major disaster. The City will coordinate with local non-profit organizations with experience in donations management. When appropriate, donations offers will be directed to those organizations. Considerations for donations management may include public information, intake procedures, storage, and distribution.

Training and Exercise Program

Training

The City follows NIMS guidance to inform its emergency management training program for City staff. City staff are informed of their training requirements upon employment, promotion, or a change in requirements. The requirements, course links, and certificates are available through the City's learning management system. Additional trainings are offered periodically for staff and/or general public, including personal preparedness, Community Emergency Response Team (CERT) training, and other trainings related to emergency management activities.

Exercises

Emergency Management, with support from other departments, designs, develops, and conducts exercises in accordance with this plan. Exercises also utilize Homeland Security Exercise and Evaluation Program (HSEEP) principles and concepts. Different portions of this plan will be exercised throughout the year using drills, tabletops and/or functional exercises.

After-Action Reports

Following incidents or exercises, the City will conduct after-action meetings to evaluate response activities. These evaluations may be done through in-person meetings or electronic means. The information gathered will be used to generate After-Action Reports (AAR) that describe what was successful and where gaps may occur. This report will inform an Improvement Plan (IP) that identifies efforts that can be made to lessen gaps in future exercises or incidents. The IP is the means by which the lessons learned from the exercise are converted into concrete, measurable steps that result in improved response capabilities. The IP also identifies the resources needed to meet the gaps which informs future planning and training.

Plan Development and Maintenance

Planning Process

The process used to develop this plan included reviewing county, state, and federal plans and the guidance provided by the state and federal government. This plan complements existing plans at each level. The CEMP has been written to align with the federal, state and county guidance while integrating with City disaster prevention, protection, mitigation, response, and recovery activities and concepts. The state emergency management division has reviewed the plan in accordance with the state planning guide and WAC 118-30-060.

Plan Availability

This plan will be made publicly available on the Marysville Emergency Management webpage or in printed form at the Marysville Civic Center.

Revision Process

The CEMP Basic Plan and Annexes will be revised at a minimum of every five years from the date of last submission to the State. Notwithstanding the regular update schedule, Emergency Management staff will review the Plan on an annual basis and collate suggested updates from other sources such as local, state, and federal agencies. Each year, at least one exercise will be held to evaluate the Plan and appropriate updates will be made to the Plan as necessary.

Revisions may result from a variety of causes:

- new procedures, policies, or technologies
- changes from local, state, or federal agencies
- lessons learned from an actual event
- feedback from training/exercises or case study reviews
- to accommodate new organizations or organizational structures
- after-action review meeting results

Authorities and References

City of Marysville

Marysville Municipal Code Chapter 2.12 - Emergency Management Organization
Resolution No. 2486 - City Procurement Procedures

State

RCW 35A.33.080, 35.33.081, 35A.34.140, 35.33.091 - Emergency expenditures-Nondebtable
RCW 38.52 - Emergency Management
RCW 38.56 - Intrastate Mutual Aid System
RCW 43.88.250 - Emergency Expenditures
RCW 49.60 - Discrimination – Human Rights Commission
RCW 70.136 - Hazardous Materials Incidents
WAC 118-04 - Emergency Worker Program
WAC 118-09 - Criteria for Eligibility and Allocation of Emergency Management Assistance Funds

Federal

Public Law 104-321 - Emergency Management Assistance Compact (EMAC)
Public Law 109-308 - Pets Evacuation and Transportation Standards (PETS) Act
Public Law 110-325 - The ADA Amendments Act of 2008
Public Law 93-112 – The Rehabilitation Act of 1973
Title 44, Code of Federal Regulations (CFR), Part 206 - Federal Disaster Assistance
Public Law 93-288 and 100-707 - The Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974, as amended by the Disaster Mitigation Act of 2000, (Public Law 106-390), and Sandy Recovery Improvement Act of 2013 (SRIA), (PL 113-2)
Presidential Policy Directive 8 - National Preparedness
Homeland Security Presidential Directive 5 - Management of Domestic Incidents

References

Snohomish County Hazard Mitigation Plan (and Marysville Annex)
Snohomish County Comprehensive Emergency Management Plan
Washington State Comprehensive Emergency Management Plan
National Incident Management System
Comprehensive Preparedness Guide 101
FEMA National Planning Frameworks

Glossary

Definitions

Active Assailant – An individual actively engaged in killing or attempting to kill people in a confined and populated area; in most cases, active assailants use firearms and there is generally no pattern or method to their selection of victims.

Aircraft Accident – An occurrence associated with the operation of an aircraft which takes place between the time any person boards the aircraft with the intention of flight and all such persons have disembarked, and in which any person suffers death or serious injury, or in which the aircraft receives substantial damage.

Community Emergency Response Team (CERT) – A program educates volunteers about disaster preparedness for the hazards that may occur where they live.

Community Lifeline – A lifeline enables the continuous operation of critical government and business functions and is essential to human health and safety or economic security. Lifelines are the most fundamental services in the community that, when stabilized, enable all other aspects of society to function.

Core Capability – An element defined in the National Preparedness Goal as necessary to prevent, protect against, mitigate, respond to, and recover from the threats and hazards that pose the greatest risk.

Cyberattacks – Malicious attempts to access or damage a computer system using computers, mobile phones, gaming systems, and other devices to steal identities, block access or delete documents and pictures, target children, or cause problems with business services, transportation, and power.

Dam Failure – An uncontrolled release of impounded water due to structural deficiencies in the water barrier.

Earthquake – The shaking of the ground caused by an abrupt shift of rock along a fracture in the earth or a contact zone between tectonic plates. Earthquakes are typically measured in both magnitude and intensity.

Emergency Operations Center (EOC) – The physical location where the coordination of information and resources to support incident management (on-scene operations) activities normally takes place. An EOC may be a temporary facility or located in a more central or permanently established facility, perhaps at a higher level of organization within a jurisdiction.

Emergency Support Function (ESF) – The grouping of governmental and certain private sector capabilities into an organizational structure to provide capabilities and services most likely needed to manage domestic incidents.

Epidemic – An increase, often sudden, in the number of cases of a disease above what is normally expected in that population in that area.

Flood – Inundation of normally dry land resulting from rising and overflowing of a body of water.

Hazardous Materials – Substances or materials that pose an unreasonable risk to health, safety, and property, and include hazardous substances, hazardous wastes, marine pollutants, elevated temperature materials, and others.

Homeland Security Exercise and Evaluation Program (HSEEP) – A program that provides a set of guiding principles for exercise and evaluation programs, as well as a common approach to exercise program management, design and development, conduct, evaluation, and improvement planning.

Incident Command Post – The field location where the primary functions of incident command are performed.

Incident Command System (ICS) – A standardized approach to the command, control, and coordination of on-scene incident management, providing a common hierarchy within which personnel from multiple organizations can be effective.

Incident Commander – The individual responsible for on-scene incident activities, including developing incident objectives and ordering and releasing resources. The Incident Commander has overall authority and responsibility for conducting incident operations.

Joint Information Center (JIC) – A facility in which personnel coordinate incident-related public information activities.

Joint Information System (JIS) – A structure that integrates overarching incident information and public affairs into a cohesive organization designed to provide consistent, coordinated, accurate, accessible, timely, and complete information during crisis or incident operations.

Limited English Proficiency (LEP) – A limited English proficient individual is one who does not speak English as his/her primary language and who has a limited ability to read, write, speak or understand English.

Mass Movement – A collective term for landslides, debris flows, falls and sinkholes.

Mutual Aid Agreements – A written or oral agreement between and among agencies/organizations and/or jurisdictions that provides a mechanism to quickly obtain assistance in the form of personnel, equipment, materials, and other associated services. The primary objective is to facilitate the rapid, short-term deployment of support prior to, during, and/or after an incident.

National Incident Management System (NIMS) A systematic, proactive approach to guide all levels of government, NGOs, and the private sector to work together to prevent, protect against, mitigate, respond to, and recover from the effects of incidents.

National Planning Framework – Guidance documents for each of the five preparedness mission areas that describe how the whole community works together to achieve the National Preparedness Goal.

Public Information Officer (PIO) – A member of the ICS Command Staff responsible for interfacing with the public and media and/or with other agencies with incident-related information needs.

Severe Weather – Dangerous meteorological or hydro-meteorological phenomena of varying duration with risk of causing major damage, serious social disruption, and loss of human life, and requiring measures for minimizing loss, mitigation, and avoidance. This can include severe thunderstorms, flash floods, damaging winds, extreme heat, large hail, and winter storms.

Tsunami – A long high sea wave caused by an earthquake, submarine landslide, or other disturbance.

Unified Command – An ICS application used when more than one agency has incident jurisdiction or when incidents cross political jurisdictions.

Volcano – A vent in the earth’s crust through which magma, rock fragments, gases, or ash are ejected from its interior.

Wildfires – Fires that result in uncontrolled destruction of forests, brush, field crops, grasslands, and real and personal property in non-urban areas.

Acronyms

Acronym	Expansion
AAR	After-Action Report
ACS	Auxiliary Communications Service
ADA	American’s with Disabilities Act
AFN	Access and Functional Needs
ARES	Amateur Radio Emergency Service
CAO	Chief Administrative Officer
CEMP	Comprehensive Emergency Management Plan
CERT	Community Emergency Response Team
DEM	Department of Emergency Management (Snohomish County)
EMAC	Emergency Management Assistance Compact
EMD	Emergency Management Division (Washington State)
EMO	Emergency Management Organization
EOC	Emergency Operations Center
JIC	Joint Information Center
ESF	Emergency Support Function
FEMA	Federal Emergency Management Agency
GIS	Geographic Information System
ESF	Emergency Support Function

Acronym	Expansion
HMP	Hazard Mitigation Plan
HSEEP	Homeland Security Exercise and Evaluation Program
IA	Individual Assistance
ICS	Incident Command System
IP	Improvement Plan
LEP	Limited English Proficiency
MFD	Marysville Fire District
MMC	Marysville Municipal Code
NIMS	National Incident Management System
ONA	Other Needs Assistance
PA	Public Assistance
PETS	Pets Evacuation and Transportation Standards
PIO	Public Information Officer
PNEMA	Pacific Northwest Emergency Management Arrangement
RACES	Radio Amateur Civil Emergency Service
RCW	Revised Code of Washington
SBA	Small Business Administration
SEOC	State Emergency Operations Center
WAC	Washington Administrative Code
WAMAS	Washington Intrastate Mutual Aid System

Appendix A: Core Capability Critical Tasks and Department Responsibilities

The following table lists the Critical Tasks associated with each of the Core Capabilities. They are sorted by Mission Areas (Prevention, Protection, Mitigation, Response, and Recovery). The primary and supporting departments are listed for each critical task as applicable. Critical tasks that do not have a department listed are the responsibility of other agencies.

Mission Area: Prevention				
Core Capability	Core Capability Description	Core Capability Critical Tasks	Primary Department	Supporting Department
Planning	Conduct a systematic process engaging the whole community as appropriate in the development of executable strategic, operational, and/or tactical-level approaches to meet defined objectives.	Identify critical objectives during the planning process, provide a complete and integrated picture of the sequence and scope of the tasks to achieve the objectives, and ensure the objectives are implementable within the timeframe contemplated within the plan using available resources for prevention-related plans.	Emergency Management	Police, Public Works, Information Services
		Develop and execute appropriate courses of action in coordination with local, state, tribal, territorial, Federal, and private sector entities in order to prevent an imminent terrorist attack within the United States.	Police, Information Services	Emergency Management
Public Information and Warning	Deliver coordinated, prompt, reliable, and actionable information to the whole community through the use of clear, consistent, accessible, and culturally and linguistically appropriate methods to effectively relay information regarding any threat or hazard, as well as the actions being taken and the assistance being made available, as appropriate.	Share prompt and actionable messages, to include National Terrorism Advisory System alerts, with the public and other stakeholders, as appropriate, to aid in the prevention of imminent or follow-on terrorist attacks, consistent with the timelines specified by existing processes and protocols.	Communications, Police	Information Services
		Provide public awareness information to inform the general public on how to identify and provide terrorism-related information to the appropriate law enforcement authorities, thereby enabling the public to act as a force multiplier in the prevention of imminent or follow-on acts of terrorism.	Communications, Police	Emergency Management, Information Services
Operational Coordination	Establish and maintain a unified and coordinated operational structure and process that appropriately integrates all critical stakeholders and supports the execution of core capabilities.	Execute operations with functional and integrated communications among appropriate entities to prevent initial or follow-on terrorist attacks within the United States in accordance with established protocols.	Police, Emergency Management	
Intelligence and Information Sharing	Provide timely, accurate, and actionable information resulting from the planning, direction, collection, exploitation, processing, analysis, production, dissemination, evaluation, and feedback of available information concerning physical and cyber threats to the United States, its people, property, or interests; the development, proliferation, or use of WMDs; or any other matter bearing on U.S. national or homeland security by local, state, tribal, territorial, federal, and other stakeholders. Information sharing is the ability to exchange intelligence, information, data, or knowledge among government or private sector entities, as appropriate.	Anticipate and identify emerging and/or imminent threats through the intelligence cycle.	Police	
		Share relevant, timely, and actionable information and analysis with local, state, tribal, territorial, Federal, private sector, and international partners and develop and disseminate appropriate classified/unclassified products.	Police	Communications, Emergency Management
		Ensure local, state, tribal, territorial, Federal, and private sector partners possess or have access to a mechanism to submit terrorism-related information and/or suspicious activity reports to law enforcement.	Police	Information Services

Mission Area: Prevention (continued)				
Core Capability	Core Capability Description	Core Capability Critical Tasks	Primary Department	Supporting Department
Interdiction and Disruption	Delay, divert, intercept, halt, apprehend, or secure threats and/or hazards.	Maximize our ability to interdict specific conveyances, cargo, and persons associated with an imminent terrorist threat or act in the land, air, and maritime domains to prevent entry into the United States or to prevent an incident from occurring in the Nation.		Police
		Conduct operations to render safe and dispose of CBRNE hazards in multiple locations and in all environments, consistent with established protocols.		Marysville Fire District
		Prevent terrorism financial/material support from reaching its target, consistent with established protocols.		Police
		Prevent terrorist acquisition of and the transfer of CBRNE materials, precursors, and related technology, consistent with established protocols.		Police
		Conduct tactical counterterrorism operations in multiple locations and in all environments.		Police
Screening, Search, and Detection	Identify, discover, or locate threats and/or hazards through active and passive surveillance and search procedures. This may include the use of systematic examinations and assessments, bio surveillance, sensor technologies, or physical investigation and intelligence.	Maximize the screening of targeted cargo, conveyances, mail, baggage, and people associated with an imminent terrorist threat or act using technical, non-technical, intrusive, or non-intrusive means.		
		Initiate operations immediately to locate persons and networks associated with an imminent terrorist threat or act.		
		Conduct CBRNE search/detection operations in multiple locations and in all environments, consistent with established protocols.		
Forensics and Attribution	Conduct forensic analysis and attribute terrorist acts (including the means and methods of terrorism) to their source, to include forensic analysis as well as attribution for an attack and for the preparation for an attack in an effort to prevent initial or follow-on acts and/or swiftly develop counter-options.	Prioritize physical evidence collection and analysis to assist in preventing initial or follow-on terrorist acts.		
		Prioritize chemical, biological, radiological, nuclear, and explosive (CBRNE) material (bulk and trace) collection and analysis to assist in preventing initial or follow-on terrorist acts.		
		Prioritize biometric collection and analysis to assist in preventing initial or follow-on terrorist acts.		
		Prioritize digital media, network exploitation, and cyber technical analysis to assist in preventing initial or follow-on terrorist acts.		

Mission Area: Protection				
Core Capability	Core Capability Description	Core Capability Critical Tasks	Primary Department	Supporting Department
Planning	Conduct a systematic process engaging the whole community as appropriate in the development of executable strategic, operational, and/or tactical-level approaches to meet defined objectives.	Develop protection plans that identify critical objectives based on planning requirements, provide a complete and integrated picture of the sequence and scope of the tasks to achieve the planning objectives, and implement planning requirements within the timeframe contemplated within the plan using available resources for protection related plans.		
		Implement, exercise, and maintain plans to ensure continuity of operations.	Emergency Management	Police, Public Works, Information Services
Public Information and Warning	Deliver coordinated, prompt, reliable, and actionable information to the whole community through the use of clear, consistent, accessible, and culturally and linguistically appropriate methods to effectively relay information regarding any threat or hazard, as well as the actions being taken and the assistance being made available, as appropriate.	Use effective and accessible indication and warning systems to communicate significant hazards to involved operators, security officials, and the public (including alerts, detection capabilities, and other necessary and appropriate assets).	Communications, Police, Public Works	Information Services
Operational Coordination	Establish and maintain a unified and coordinated operational structure and process that appropriately integrates all critical stakeholders and supports the execution of core capabilities.	Establish and maintain partnership structures among Protection elements to support networking, planning, and coordination.	Emergency Management	
Intelligence and Information Sharing	Provide timely, accurate, and actionable information resulting from the planning, direction, collection, exploitation, processing, analysis, production, dissemination, evaluation, and feedback of available information concerning physical and cyber threats to the United States, its people, property, or interests; the development, proliferation, or use of WMDs; or any other matter bearing on U.S. national or homeland security by local, state, tribal, territorial, federal, and other stakeholders. Information sharing is the ability to exchange intelligence, information, data, or knowledge among government or private sector entities, as appropriate.	Anticipate and identify emerging and/or imminent threats through the intelligence cycle.	Police, Communications	Information Services
		Share relevant, timely, and actionable information and analysis with local, state, tribal, territorial, Federal, private sector, and international partners, and develop and disseminate appropriate classified/unclassified products.	Police, Communications	Emergency Management
		Provide local, state, tribal, territorial, Federal, and private sector partners with or access to a mechanism to submit terrorism-related information and/or suspicious activity reports to law enforcement.	Police	Communications, Information Services
Interdiction and Disruption	Delay, divert, intercept, halt, apprehend, or secure threats and/or hazards.	Deter, detect, interdict, and protect against domestic and transnational criminal and terrorist activities that threaten the security of the homeland across key operational activities and critical infrastructure sectors.	Police	
		Intercept the malicious movement and acquisition/transfer of chemical, biological, radiological, nuclear, and explosive (CBRNE) materials and related technologies.	Police, Marysville Fire District	

Mission Area: Protection (continued)				
Core Capability	Core Capability Description	Core Capability Critical Tasks	Primary Department	Supporting Department
Screening, Search, and Detection	Identify, discover, or locate threats and/or hazards through active and passive surveillance and search procedures. This may include the use of systematic examinations and assessments, bio surveillance, sensor technologies, or physical investigation and intelligence.	Screen cargo, conveyances, mail, baggage, and people using information-based and physical screening technology and processes.	Police	Municipal Court
		Detect WMD, traditional, and emerging threats and hazards of concern using: a. A laboratory diagnostic capability and the capacity for food, agricultural (plant/animal), environmental, medical products, and clinical samples b. Biosurveillance systems c. CBRNE detection systems d. Trained healthcare, emergency medical, veterinary, and environmental laboratory professionals		Police
Access Control and Identity Verification	Apply and support necessary physical, technological, and cyber measures to control admittance to critical locations and systems.	Implement and maintain protocols to verify identity and authorize, grant, or deny physical and cyber access to specific locations, information, and networks.	Police, Information Services	Public Works
Cybersecurity	Protect (and if needed, restore) electronic communications systems, information, and services from damage, unauthorized use, and exploitation.	Implement risk-informed guidelines, regulations, and standards to ensure the security, reliability, integrity, and availability of critical information, records, and communications systems and services through collaborative cybersecurity initiatives and efforts.	Information Services	Police
		Implement and maintain procedures to detect malicious activity and to conduct technical and investigative-based countermeasures, mitigations, and operations against malicious actors to counter existing and emerging cyber-based threats, consistent with established protocols.	Information Services	Police
Physical Protective Measures	Implement and maintain risk-informed countermeasures, and policies protecting people, borders, structures, materials, products, and systems associated with key operational activities and critical infrastructure sectors.	Identify, assess, and mitigate vulnerabilities to incidents through the deployment of physical protective measures.	Public Works, Police	Information Services
		Deploy protective measures commensurate with the risk of an incident and balanced with the complementary aims of enabling commerce and maintaining the civil rights of citizens.	Public Works, Police	
Risk Management for Protection Programs and Activities	Identify, assess, and prioritize risks to inform Protection activities, countermeasures, and investments.	Ensure critical infrastructure sectors and Protection elements have and maintain risk assessment processes to identify and prioritize assets, systems, networks, and functions.	Public Works	Police
		Ensure operational activities and critical infrastructure sectors have and maintain appropriate threat, vulnerability, and consequence tools to identify and assess threats, vulnerabilities, and consequences.	Public Works	Police
Supply Chain Integrity and Security	Strengthen the security and resilience of the supply chain.	Secure and make resilient key nodes, methods of transport between nodes, and materials in transit.		Public Works, Emergency Management

Mission Area: Mitigation				
Core Capability	Core Capability Description	Core Capability Critical Tasks	Primary Department	Supporting Department
Planning	Conduct a systematic process engaging the whole community as appropriate in the development of executable strategic, operational, and/or tactical-level approaches to meet defined objectives.	Develop approved hazard mitigation plans that address relevant threats/hazards in accordance with the results of their risk assessment within all local, state, tribal, territorial, and Federal partners.	Emergency Management	Public Works, Information Services
Public Information and Warning	Deliver coordinated, prompt, reliable, and actionable information to the whole community through the use of clear, consistent, accessible, and culturally and linguistically appropriate methods to effectively relay information regarding any threat or hazard, as well as the actions being taken and the assistance being made available, as appropriate.	Communicate appropriate information, in an accessible manner, on the risks faced within a community after the conduct of a risk assessment.	Communications	Emergency Management
Operational Coordination	Establish and maintain a unified and coordinated operational structure and process that appropriately integrates all critical stakeholders and supports the execution of core capabilities.	Establish protocols to integrate mitigation data elements in support of operations with local, state, tribal, territorial, and insular area partners and in coordination with Federal agencies.	Emergency Management, Public Works, Community Development	
Community Resilience	Enable the recognition, understanding, communication of, and planning for risk and empower individuals and communities to make informed risk management decisions necessary to adapt to, withstand, and quickly recover from future incidents.	Maximize the coverage of the U.S. population that has a localized, risk-informed mitigation plan developed through partnerships across the entire community.	Emergency Management	Communications
		Empower individuals and communities to make informed decisions to facilitate actions necessary to adapt to, withstand, and quickly recover from future incidents.	Emergency Management	Communications, Executive, City Council
Long-Term Vulnerability Reduction	Build and sustain resilient systems, communities, and critical infrastructure and key resources lifelines so as to reduce their vulnerability to natural, technological, and human-caused threats and hazards by lessening the likelihood, severity, and duration of the adverse consequences.	Achieve a measurable decrease in the long-term vulnerability of the Nation against current baselines amid a growing population base, changing climate conditions, increasing reliance upon information technology, and expanding infrastructure base.	Community Development, Economic Development	Emergency Management
Risk and Disaster Resilience Assessment	Assess risk and disaster resilience so that decision makers, responders, and community members can take informed action to reduce their entity's risk and increase their resilience.	Ensure that local, state, tribal, territorial, and insular area governments and the top 100 Metropolitan Statistical Areas complete a risk assessment that defines localized vulnerabilities and consequences associated with potential natural, technological, and human-caused threats and hazards to their natural, human, physical, cyber, and socioeconomic interests.	Emergency Management	
Threat and Hazards Identification	Identify the threats and hazards that occur in the geographic area; determine the frequency and magnitude; and incorporate this into analysis and planning processes so as to clearly understand the needs of a community or entity.	Identify the threats and hazards within and across local, state, tribal, territorial, and insular area governments and the top 100 Metropolitan Statistical Areas, in collaboration with the whole community, against a national standard based on sound science.	Emergency Management	

Mission Area: Response				
Core Capability	Core Capability Description	Core Capability Critical Tasks	Primary Department	Supporting Department
Planning	Conduct a systematic process engaging the whole community as appropriate in the development of executable strategic, operational, and/or tactical-level approaches to meet defined objectives.	Develop operational plans that adequately identify critical objectives based on the planning requirement, provide a complete and integrated picture of the sequence and scope of the tasks to achieve the objectives, and are implementable within the timeframe contemplated in the plan using available resources.	Emergency Management	
Public Information and Warning	Deliver coordinated, prompt, reliable, and actionable information to the whole community through the use of clear, consistent, accessible, and culturally and linguistically appropriate methods to effectively relay information regarding any threat or hazard, as well as the actions being taken and the assistance being made available, as appropriate.	Inform all affected segments of society of critical lifesaving and life- sustaining information by all means necessary, including accessible tools, to expedite the delivery of emergency services and aid the public to take protective actions.	Communications	Emergency Management
		Deliver credible and actionable messages to inform ongoing emergency services and the public about protective measures and other life-sustaining actions, and facilitate the transition to recovery.	Communications	Emergency Management
Operational Coordination	Establish and maintain a unified and coordinated operational structure and process that appropriately integrates all critical stakeholders and supports the execution of core capabilities.	Mobilize all critical resources and establish command, control, and coordination structures within the affected community, in other coordinating bodies in surrounding communities, and across the Nation, and maintain as needed throughout the duration of an incident.	Emergency Management, Police, Marysville Fire District	All departments
		Enhance and maintain command, control, and coordination structures consistent with the National Incident Management System (NIMS) to meet basic human needs, stabilize the incident, and transition to recovery.	Emergency Management, Police, Marysville Fire District	All departments
Infrastructure Systems	Stabilize critical infrastructure functions, minimize health and safety threats, and efficiently restore and revitalize systems and services to support a viable, resilient community.	Decrease and stabilize immediate infrastructure threats to the affected population, to include survivors in the heavily damaged zone, nearby communities that may be affected by cascading effects, and mass care support facilities and evacuation processing centers with a focus on life sustainment and congregate care services.	Public Works	
		Re-establish critical infrastructure within the affected areas to support ongoing emergency response operations, life sustainment, community functionality, and a transition to recovery.	Public Works	
		Provide for the clearance, removal, and disposal of debris.	Public Works	
		Formalize partnerships with governmental and private sector cyber incident or emergency response teams to accept, triage, and collaboratively respond to cascading impacts in an efficient manner.	Information Services	Public Works

Mission Area: Response (continued)				
Core Capability	Core Capability Description	Core Capability Critical Tasks	Primary Department	Supporting Department
Critical Transportation	Provide transportation (including infrastructure access and accessible transportation services) for response priority objectives, including the evacuation of people and animals, and the delivery of vital response personnel, equipment, and services into the affected areas.	Establish physical access through appropriate transportation corridors and deliver required resources to save lives and to meet the needs of disaster survivors.		Public Works, Emergency Management
		Ensure basic human needs are met, stabilize the incident, transition into recovery for an affected area, and restore basic services and community functionality.	Emergency Management, Parks, Culture, and Recreation	Public Works
		Clear debris from any route type (i.e., road, rail, airfield, port facility, waterway) to facilitate response operations.	Public Works	
Environmental Response/ Health and Safety	Conduct appropriate measures to ensure the protection of the health and safety of the public and workers, as well as the environment, from all-hazards in support of responder operations and the affected communities.	Identify, assess, and mitigate worker health and safety hazards, and disseminate health and safety guidance and resources to response and recovery workers.	Human Resources	
		Minimize public exposure to environmental hazards through assessment of the hazards and implementation of public protective actions.	Human Resources, Marysville Fire District	
		Detect, assess, stabilize, and clean up releases of oil and hazardous materials into the environment, including buildings/structures, and properly manage waste.	Marysville Fire District	
		Identify, evaluate, and implement measures to prevent and minimize impacts to the environment, natural and cultural resources, and historic properties from all-hazard emergencies and response operations.		Community Development, Public Works
Fatality Management Services	Provide fatality management services, including decedent remains recovery and victim identification, working with local, state, tribal, territorial, insular area, and federal authorities to provide mortuary processes, temporary storage or permanent internment solutions, sharing information with mass care services for the purpose of reunifying family members and caregivers with missing persons/remains, and providing counseling to the bereaved.	Establish and maintain operations to recover a significant number of fatalities over a geographically dispersed area.		Marysville Fire District
		Mitigate hazards from remains, facilitate care to survivors, and return remains for final disposition.		
Fire Management and Suppression	Provide structural, wildland, and specialized firefighting capabilities to manage and suppress fires of all types, kinds, and complexities while protecting the lives, property, and the environment in the affected area.	Provide traditional first response or initial attack firefighting services.	Marysville Fire District	
		Conduct expanded or extended attack firefighting and support operations through coordinated response of fire management and specialized fire suppression resources.	Marysville Fire District	
		Ensure the coordinated deployment of appropriate local, regional, national, and international fire management and fire suppression resources to reinforce firefighting efforts and maintain an appropriate level of protection for subsequent fires.	Marysville Fire District	

Mission Area: Response (continued)				
Core Capability	Core Capability Description	Core Capability Critical Tasks	Primary Department	Supporting Department
Logistics and Supply Chain Management	Deliver essential commodities, equipment, and services in support of impacted communities and survivors, to include emergency power and fuel support, as well as the coordination of access to community staples. Synchronize logistics capabilities and enable the restoration of impacted supply chains.	Mobilize and deliver governmental, nongovernmental, and private sector resources to save lives, sustain lives, meet basic human needs, stabilize the incident, and transition to recovery, to include moving and delivering resources and services to meet the needs of disaster survivors.	Emergency Management	Finance
		Enhance public and private resource and services support for an affected area.	Emergency Management	
Mass Care Services	Provide life-sustaining and human services to the affected population, to include hydration, feeding, sheltering, temporary housing, evacuee support, reunification, and distribution of emergency supplies.	Move and deliver resources and capabilities to meet the needs of disaster survivors, including individuals with access and functional needs.	Emergency Management, Parks, Culture, and Recreation	Public Works
		Establish, staff, and equip emergency shelters and other temporary housing options (including accessible housing) for the affected population.		Emergency Management, Parks, Culture, and Recreation
		Move from congregate care to non-congregate care alternatives and provide relocation assistance or interim housing solutions for families unable to return to their pre-disaster homes.		Emergency Management, Parks, Culture, and Recreation
Mass Search and Rescue Operations	Deliver traditional and atypical search and rescue capabilities, including personnel, services, animals, and assets to survivors in need, with the goal of saving the greatest number of endangered lives in the shortest time possible.	Conduct search and rescue operations to locate and rescue persons in distress.		Marysville Fire District
		Initiate community-based search and rescue support operations across a wide, geographically dispersed area.		Emergency Management
		Ensure the synchronized deployment of local, regional, national, and international teams to reinforce ongoing search and rescue efforts and transition to recovery.	Emergency Management, Marysville Fire District	

Mission Area: Response (continued)				
Core Capability	Core Capability Description	Core Capability Critical Tasks	Primary Department	Supporting Department
On-Scene Security, Protections, and Law Enforcement	Ensure a safe and secure environment through law enforcement and related security and protection operations for people and communities located within affected areas and also for response personnel engaged in lifesaving and life-sustaining operations.	Establish a safe and secure environment in an affected area.	Police, Marysville Fire District	Public Works
		Provide and maintain on-scene security and meet the protection needs of the affected population over a geographically dispersed area while eliminating or mitigating the risk of further damage to persons, property, and the environment.	Police	Public Works
Operational Communications	Ensure the capacity for timely communications in support of security, situational awareness, and operations by any and all means available, among and between affected communities in the impact area and all response forces.	Ensure the capacity to communicate with both the emergency response community and the affected populations and establish interoperable voice and data communications between Federal, tribal, state, and local first responders.	Information Services, Communications, Emergency Management	Police, Marysville Fire District
		Re-establish sufficient communications infrastructure within the affected areas to support ongoing life-sustaining activities, provide basic human needs, and a transition to recovery.	Information Services	
		Re-establish critical information networks, including cybersecurity information sharing networks, to inform situational awareness, enable incident response, and support the resilience of key systems.	Information Services	Emergency Management
Public Health, Healthcare, and Emergency Medical Services	Provide lifesaving medical treatment via Emergency Medical Services and related operations and avoid additional disease and injury by providing targeted public health, medical, and behavioral health support, and products to all affected populations.	Deliver medical countermeasures to exposed populations.		
		Complete triage and initial stabilization of casualties, and begin definitive care for those likely to survive their injuries and illnesses.	Marysville Fire District	
		Return medical surge resources to pre-incident levels, complete health assessments, and identify recovery processes.		
Situational Assessment	Provide all decision makers with decision-relevant information regarding the nature and extent of the hazard, any cascading effects, and the status of the response.	Deliver information sufficient to inform decision making regarding immediate lifesaving and life-sustaining activities, and engage governmental, private, and civic sector resources within and outside of the affected area to meet basic human needs and stabilize the incident.	Emergency Management	All departments
		Deliver enhanced information to reinforce ongoing lifesaving and life-sustaining activities, and engage governmental, private, and civic sector resources within and outside of the affected area to meet basic human needs, stabilize the incident, and transition to recovery.	Emergency Management, Communications	

Mission Area: Recovery				
Core Capability	Core Capability Description	Core Capability Critical Tasks	Primary Department	Supporting Department
Planning	Conduct a systematic process engaging the whole community as appropriate in the development of executable strategic, operational, and/or tactical-level approaches to meet defined objectives.	Convene the core of an inclusive planning team (identified pre-disaster), which will oversee disaster recovery planning.	Emergency Management	Community Development, Executive, Communications
		Complete an initial recovery plan that provides an overall strategy and timeline, addresses all core capabilities, and integrates socioeconomic, demographic, accessibility, technology, and risk assessment considerations (including projected climate change impacts), which will be implemented in accordance with the timeline contained in the plan.	Emergency Management	Community Development, Economic Development
Public Information and Warning	Deliver coordinated, prompt, reliable, and actionable information to the whole community through the use of clear, consistent, accessible, and culturally and linguistically appropriate methods to effectively relay information regarding any threat or hazard, as well as the actions being taken and the assistance being made available, as appropriate.	Reach all populations within the community with effective actionable recovery-related public information messaging and communications that are accessible to people with disabilities and people with limited English proficiency; protect the health and safety of the affected population; help manage expectations; and ensure stakeholders have a clear understanding of available assistance and their roles and responsibilities.	Communications	
		Support affected populations and stakeholders with a system that provides appropriate, current information about any continued assistance, steady state resources for long-term impacts, and monitoring programs in an effective and accessible manner.	Communications	Emergency Management
Operational Coordination	Establish and maintain a unified and coordinated operational structure and process that appropriately integrates all critical stakeholders and supports the execution of core capabilities.	Establish tiered, integrated leadership and inclusive coordinating organizations that operate with a unity of effort and are supported by sufficient assessment and analysis to provide defined structure and decision-making processes for recovery activities.	Emergency Management, Executive	
		Define the path and timeline for recovery leadership to achieve the jurisdiction's objectives that effectively coordinates and uses appropriate local, state, tribal, territorial, insular area, and Federal assistance, as well as nongovernmental and private sector resources. This plan is to be implemented within the established timeline.	Executive, Economic Development, Community Development	
Infrastructure Systems	Stabilize critical infrastructure functions, minimize health and safety threats, and efficiently restore and revitalize systems and services to support a viable, resilient community.	Restore and sustain essential services (public and private) to maintain community functionality.	Public Works, Information Services	
		Develop a plan with a specified timeline for redeveloping community infrastructures to contribute to resiliency, accessibility, and sustainability.	Public Works, Community Development	Emergency Management
		Provide systems that meet the community needs while minimizing service disruption during restoration within the specified timeline in the recovery plan.	Public Works	

Mission Area: Recovery (continued)				
Core Capability	Core Capability Description	Core Capability Critical Tasks	Primary Department	Supporting Department
Economic Recovery	Return economic and business activities (including food and agriculture) to a healthy state and develop new business and employment opportunities that result in an economically viable community.	Conduct a preliminary assessment of economic issues and identify potential inhibitors to fostering stabilization of the affected communities.	Economic Development	
		Return affected area's economy within the specified timeframe in the recovery plan.	Economic Development, Executive	City Council
		Ensure the community recovery and mitigation plan(s) incorporates economic revitalization and removes governmental inhibitors to post-disaster economic sustainability, while maintaining the civil rights of citizens.	Executive, Economic Development	City Council, Emergency Management
Health and Social Services	Restore and improve health and social services capabilities and networks to promote the resilience, independence, health (including behavioral health), and well-being of the whole community.	Identify affected populations, groups, and key partners in short-term, intermediate, and long-term recovery.	Emergency Management	
		Complete an assessment of community health and social service needs; prioritize these needs, including accessibility requirements, based on the whole community's input and participation in the recovery planning process; and develop a comprehensive recovery timeline.	Emergency Management, Communications	
		Restore health care (including behavioral health), public health, and social services functions.		
		Restore and improve the resilience and sustainability of the health care system and social service capabilities and networks to promote the independence and well-being of community members in accordance with the specified recovery timeline.		
Housing	Implement housing solutions that effectively support the needs of the whole community and contribute to its sustainability and resilience.	Assess preliminary housing impacts and needs, identify currently available options for temporary housing, and plan for permanent housing.		Emergency Management
		Ensure community housing recovery plans continue to address interim housing needs, assess options for permanent housing, and define a timeline for achieving a resilient, accessible, and sustainable housing market.		Community Development
		Establish a resilient and sustainable housing market that meets the needs of the community, including the need for accessible housing within the specified timeframe in the recovery plan.		Community Development

Mission Area: Recovery (continued)				
Core Capability	Core Capability Description	Core Capability Critical Tasks	Primary Department	Supporting Department
Natural and Cultural Resources	Protect natural and cultural resources and historic properties through appropriate planning, mitigation, response, and recovery actions to preserve, conserve, rehabilitate, and restore them consistent with post-disaster community priorities and best practices and in compliance with applicable environmental and historic preservation laws and executive orders.	Implement measures to protect and stabilize records and culturally significant documents, objects, and structures.		Community Development
		Mitigate the impacts to and stabilize the natural and cultural resources, and conduct a preliminary assessment of the impacts that identifies protections that need to be in place during stabilization through recovery.	Community Development	
		Complete an assessment of affected natural and cultural resources, and develop a timeline for addressing these impacts in a sustainable and resilient manner.	Public Works, Community Development	
		Preserve natural and cultural resources as part of an overall community recovery that is achieved through the coordinated efforts of natural and cultural resource experts and the recovery team in accordance with the specified timeline in the recovery plan.		Community Development

City of Marysville

Comprehensive Emergency Management Plan

Department
Annexes

2023 - 2028



CEMP City Department Annexes

These annexes complement the Comprehensive Emergency Management Plan (CEMP) Basic Plan and provide department-specific information. The purpose of these annexes is to describe each department's general role in the emergency management program as well as their role in specific functional areas.

City Department Annexes

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Community Development

Purpose

The Comprehensive Emergency Management Plan (CEMP) provides a framework for how the City will conduct emergency management functions. This annex provides information specific to the Community Development department (the Department) as it relates to the CEMP and other functional areas.

Situation Overview

As described in the Marysville CEMP Basic Plan, the City may experience a variety of hazards which may necessitate the response of the Department outside the scope of normal operations or with the potential to exceed normal capabilities of the City. The Department has an essential role in all phases of emergency management as it relates to these hazards.

Concept of Operations

The Department Director, or designee, directs the emergency management activities of the Department under the direction of the Mayor or Chief Administrative Officer and in coordination with the Emergency Manager.

Roles and Responsibilities

The tables below list some of the roles and responsibilities the Department may have in an emergency or disaster. This list is not meant to be comprehensive but is intended to give an idea of what type of involvement the Department might have.

Functional Area	Roles and Responsibilities
Basic Plan	• Provide EOC staff as appropriate • Coordinate and conduct damage assessments and inspections • Support long-term efforts to promote building/rebuilding, sustainability, and other aspects of community recovery • Conduct permit reviews for emergency and permanent repairs • Integrate planning efforts with emergency management activities where appropriate and assist with emergency plan development (ex. hazard mitigation plan)
Mass Care	Supporting Role • Assess safety of buildings used for mass care operations
Emergency Volunteers	Supporting Role • Provide assignments and guidance to volunteers as needed

Community Lifelines

Community Lifelines are fundamental services that enable the continuous operation of critical government and business functions and are essential to human health and safety and economic security. Assessing and monitoring the condition of these lifelines can assist in decision making throughout an incident.

Relevant Community Lifeline Components for this Department
• Safety and Security ○ Government Services ○ Community Safety

Core Capabilities

Core Capabilities describe the ways that the City can stabilize and re-establish community lifelines. See the Core Capability Critical Tasks and Department Responsibilities table (Appendix A in the CEMP Basic Plan) for a list of related critical tasks for this department.

Organization

During emergency operations, the Marysville Emergency Operations Center (EOC) will operate with a hybrid ICS-like/departmental structure. For minor emergencies (ex. monitoring/level III EOC activations) the City and departments will likely maintain their day-to-day structures. For larger incidents or activations of the EOC, the ICS-like structure is used to coordinate support for the incident and field personnel.

Emergency Support Function (ESF) Reference

Some agencies, like Snohomish County, use ESFs to organize their efforts. While Marysville does not use them, it is important to understand where a department fits within the ESF structure when interacting with other agencies that do use it. The table below lists the ESF(s) that are likely to relate to the Department.

Emergency Support Function	Primary Tasks (not all inclusive)	City Department
ESF 7 Logistics & Resource	Support provision of logistic support to include facility space, equipment, supplies, and contracting	Finance, IS, various departments
ESF 11 Agriculture & Natural Resources	- Nutritional assistance - Animal and plant disease and pest response - Food safety and security - Protection of natural and cultural resources and historic properties - Safety and well-being of household pets	Parks, Culture, and Recreation, Community Development

Direction, Control, and Coordination

The plans and planning efforts of the Department should be integrated horizontally with other City departments as well as vertically with federal, state, regional, tribal, neighboring local, and private sector/non-governmental agencies.

Information Collection, Analysis, and Dissemination

The Department will collect information related to the incident, especially as it relates to their associated Community Lifelines. It will be shared based on departmental processes and reported to the Emergency Operations Center when activated. Department staff may be involved in analyzing information to guide priorities and objectives. Reported information will be disseminated via situation reports from the EOC or directly to relevant parties if necessary.

Resource Requirements

Resource requirements are dependent on the incident, its location, duration, and impacts. The resources needed to support incident management may include (but is not limited to):

- Mapping and understanding of local critical areas, zoning, and development
- Qualified personnel to inspect buildings
- Connection to relevant local, regional, state, and federal agencies

Authorities and References

Marysville Municipal Code Chapter 16.20 – Dangerous Buildings

Marysville Municipal Code Chapter 22C.110 – Temporary Uses

Marysville Municipal Code Chapter 22E.010 - Critical Areas Management

RCW 27.53 - Archaeological Sites and Resources

RCW 27.44 – Indian Graves and Records

RCW 43.21C – State Environmental Policy

Climate Change Vulnerability and Risk Assessment

City of Marysville Comprehensive Plan

Shoreline Master Program

Executive and Legal

Purpose

The Comprehensive Emergency Management Plan (CEMP) provides a framework for how the City will conduct emergency management functions. This annex provides information specific to the Executive and Legal departments (the Departments) as it relates to the CEMP and other functional areas. Refer to the full plans for more detail.

Situation Overview

As described in the Marysville CEMP Basic Plan, the City may experience a variety of hazards which may necessitate the response of the Department outside the scope of normal operations or with the potential to exceed normal capabilities of the City. The Departments has an essential role in all phases of emergency management as it relates to these hazards.

Concept of Operations

The Department Director, or designee, directs the emergency management activities of the Department under the direction of the Mayor or Chief Administrative Officer and in coordination with the Emergency Manager.

Roles and Responsibilities

The tables below list some of the roles and responsibilities the Departments may have in an emergency or disaster. This list is not meant to be comprehensive but is intended to give an idea of what type of involvement the Departments might have.

Functional Area	Roles and Responsibilities
Basic Plan	Mayor • Provide overall policy direction of emergency management functions • Make emergency declarations • Provide briefings to and coordinate the activities of the City Council • Share information with the public in coordination with Communications and the Joint Information Center (if activated) CAO • Provide overall policy direction of emergency management functions • Provide overall coordination of City operations and guidance in executing emergency response priorities • Convene and lead the disaster policy group Emergency Management • Staff and coordinate the activities in the Emergency Operations Center (EOC) • Facilitate communication and operational coordination for response agencies during a disaster • Coordinate with County DEM, State EMD, and other agency emergency management organizations

Functional Area	Roles and Responsibilities
	• Conduct emergency preparedness outreach and public education • Maintain emergency management plans and assist with planning in other city departments • In coordination with Communications, provide emergency information to the public • Support mass casualty/fatality management in coordination with Marysville Fire District, Marysville Police Department and regional efforts. Communications • Provide emergency information to the public before, during, and after emergency incidents • Lead and staff the Joint Information Center during an activation • Coordinate all media interactions Economic Development • Supports long-term efforts to promote building/rebuilding, sustainability, and other aspects of community recovery • Provide information and guidance on business recovery assistance services Risk and Program Management • Conducts risk management operations and coordinates insurance claims Legal • Provide legal counsel for emergency response activities • Supports development and approval of emergency declarations • Review and approve contracts as needed • Provide legal review of relevant emergency plans and agreements • Secure public records as necessary
Evacuation	Primary Role • Issue evacuation orders. An evacuation order can be issued by the Mayor, Police Chief, Fire Chief, Emergency Operations Center (if activated), or on-scene Incident Commander • Disseminate evacuation orders and instructions to the public • Coordinate with neighboring jurisdictions Supporting Role • Support route identification, site safety, transportation of evacuees and re-entry activities
Mass Care	Primary Role • Manage public information for mass care activities • Coordinate CPD activities

Functional Area	Roles and Responsibilities
	- Support shelter operations through communications, resource management, and volunteer support - Coordinate reunification activities
Emergency Volunteers	Primary Role - Manage Marysville's emergency worker program including registration and training - Coordinate a Volunteer Reception Center

Community Lifelines

Community Lifelines are fundamental services that enable the continuous operation of critical government and business functions and are essential to human health and safety and economic security. Assessing and monitoring the condition of these lifelines can assist in decision making throughout an incident.

Relevant Community Lifeline Components* for this Department
- Safety and Security - Government Services - Community Safety - Communications - Alerts, Warning, and Messages <i>*Emergency Management has a role in coordination for all community lifelines.</i>

Core Capabilities

Core Capabilities describe the ways that the City can stabilize and re-establish community lifelines. See the Core Capability Critical Tasks and Department Responsibilities table (Appendix A in the CEMP Basic Plan) for a list of related critical tasks for these departments.

Organization

During emergency operations, the Marysville Emergency Operations Center (EOC) will operate with a hybrid ICS-like/departmental structure. For minor emergencies (ex. monitoring/level III EOC activations) the City and departments will likely maintain their day-to-day structures. For larger incidents or activations of the EOC, the ICS-like structure is used to coordinate support for the incident and field personnel.

Emergency Support Function (ESF) Reference

Some agencies, like Snohomish County, use ESFs to organize their efforts. While Marysville does not use them, it is important to understand where a department fits within the ESF structure when interacting with other agencies that do use it. The table below lists the ESF(s) that are likely to relate to the Departments.

Emergency Support Function	Primary Tasks (not all inclusive)	City Department
ESF 5 Emergency Management	- Coordination of incident management and response efforts - Information collection, analysis, and planning for emergent operations	Emergency Management

Emergency Support Function	Primary Tasks (not all inclusive)	City Department
ESF 7 Logistics & Resource	Support provision of logistic support to include facility space, equipment, supplies, and contracting	Finance, IS, various departments
ESF 8 Public Health & Medical	- Assessment and support of public health and medical needs - Mental health services - Mass causality / fatality management	Marysville Fire District, Emergency Management
ESF 14 Private Sector	Business and Private Sector (to be developed)	Economic Development
ESF 15 Public Affairs	- Emergency public information and protective action guidance - Media and community relations	Communications

Direction, Control, and Coordination

The plans and planning efforts of the Department should be integrated horizontally with other City departments as well as vertically with federal, state, regional, tribal, neighboring local, and private sector/non-governmental agencies.

Information Collection, Analysis, and Dissemination

The Departments will collect information related to the incident, especially as it relates to their associated Community Lifelines. It will be shared based on departmental processes and reported to the Emergency Operations Center when activated. Department staff may be involved in analyzing information to guide priorities and objectives. Reported information will be disseminated via situation reports from the EOC or directly to relevant parties if necessary.

Resource Requirements

Resource requirements are dependent on the incident, its location, duration, and impacts. The resources needed to support incident management may include (but is not limited to):

- Physical, personnel, and technological resources to establish and operate an EOC
- Methods for disseminating information to the public
- Connection to relevant local, regional, state, and federal agencies

Authorities and References

Marysville Municipal Code Chapter 2.12 – Emergency Management Organization

City of Marysville Technology Policies and Procedures

RCW 38.52 - Emergency Management

RCW 38.56 - Intrastate Mutual Aid System

WAC 118-04 - Emergency Worker Program

WAC 118-09 - Criteria for Eligibility and Allocation of Emergency Management Assistance Funds

Public Law 104-321 - Emergency Management Assistance Compact (EMAC)

Title 44, Code of Federal Regulations (CFR), Part 206 - Federal Disaster Assistance

The Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974, as amended by the
Disaster Mitigation Act of 2000, and Sandy Recovery Improvement Act of 2013 (SRIA)

Presidential Policy Directive 8 - National Preparedness

Homeland Security Presidential Directive 5 - Management of Domestic Incidents

Finance

Purpose

The Comprehensive Emergency Management Plan (CEMP) provides a framework for how the City will conduct emergency management functions. This annex provides information specific to the Finance department (the Department) as it relates to the CEMP and other functional areas.

Situation Overview

As described in the Marysville CEMP Basic Plan, the City may experience a variety of hazards which may necessitate the response of the Department outside the scope of normal operations or with the potential to exceed normal capabilities of the City. The Department has an essential role in all phases of emergency management as it relates to these hazards.

Concept of Operations

The Department Director, or designee, directs the emergency management activities of the Department under the direction of the Mayor or Chief Administrative Officer and in coordination with the Emergency Manager.

Roles and Responsibilities

The tables below list some of the roles and responsibilities the Department may have in an emergency or disaster. This list is not meant to be comprehensive but is intended to give an idea of what type of involvement the Department might have.

Functional Area	Roles and Responsibilities
Basic Plan	• Provide EOC staff as appropriate • Ensure disaster related expenditures are made in accordance with applicable laws, regulations, and accounting procedures • Support procurement and disaster-related expenditures • Support donations management activities
Mass Care	Supporting Role • Support procurement related to mass care activities
Emergency Volunteers	Supporting Role • Support tracking of volunteer labor

Community Lifelines

Community Lifelines are fundamental services that enable the continuous operation of critical government and business functions and are essential to human health and safety and economic security. Assessing and monitoring the condition of these lifelines can assist in decision making throughout an incident.

Relevant Community Lifeline Components for this Department
• Safety and Security ○ Government Services • Communications ○ Finance

Core Capabilities

Core Capabilities describe the ways that the City can stabilize and re-establish community lifelines. See the Core Capability Critical Tasks and Department Responsibilities table (Appendix A in the CEMP Basic Plan) for a list of related critical tasks for this department.

Organization

During emergency operations, the Marysville Emergency Operations Center (EOC) will operate with a hybrid ICS-like/departmental structure. For minor emergencies (ex. monitoring/level III EOC activations) the City and departments will likely maintain their day-to-day structures. For larger incidents or activations of the EOC, the ICS-like structure is used to coordinate support for the incident and field personnel.

Emergency Support Function (ESF) Reference

Some agencies, like Snohomish County, use ESFs to organize their efforts. While Marysville does not use them, it is important to understand where a department fits within the ESF structure when interacting with other agencies that do use it. The table below lists the ESF(s) that are likely to relate to the Department.

Emergency Support Function	Primary Tasks (not all inclusive)	City Department
ESF 7 Logistics & Resource	Support provision of logistic support to include facility space, equipment, supplies, and contracting	Finance, IS, various departments

Direction, Control, and Coordination

The plans and planning efforts of the Department should be integrated horizontally with other City departments as well as vertically with federal, state, regional, tribal, neighboring local, and private sector/non-governmental agencies.

Information Collection, Analysis, and Dissemination

The Department will collect information related to the incident, especially as it relates to their associated Community Lifelines. It will be shared based on departmental processes and reported to the Emergency Operations Center when activated. Department staff may be involved in analyzing information to guide priorities and objectives. Reported information will be disseminated via situation reports from the EOC or directly to relevant parties if necessary.

Resource Requirements

Resource requirements are dependent on the incident, its location, duration, and impacts. The resources needed to support incident management may include (but is not limited to):

- Personnel with understanding of City procurement procedures
- Financial and contracting resources to support the incident
- Time tracking resources
- Connection to relevant local, regional, state, and federal agencies

Authorities and References

Marysville Municipal Code Chapter 2.50 – Personnel Code for City Employees

Resolution No. 2486 - City Procurement Procedures

RCW 38.52 - Emergency Management

RCW 35.21.100 – Donations – Authority to accept and use

RCW 35A.33.080, 35.33.081, 35A.34.140, 35.33.091 - Emergency expenditures-Nondebtable

RCW 38.56 - Intrastate Mutual Aid System

RCW 43.88.250 - Emergency Expenditures

WAC 118-09 - Criteria for Eligibility and Allocation of Emergency Management Assistance Funds

Title 44, Code of Federal Regulations (CFR), Part 206 - Federal Disaster Assistance

Public Law 104-321 - Emergency Management Assistance Compact (EMAC)

Human Resources

Purpose

The Comprehensive Emergency Management Plan (CEMP) provides a framework for how the City will conduct emergency management functions. This annex provides information specific to the Human Resources department (the Department) as it relates to the CEMP and other functional areas.

Situation Overview

As described in the Marysville CEMP Basic Plan, the City may experience a variety of hazards which may necessitate the response of the Department outside the scope of normal operations or with the potential to exceed normal capabilities of the City. The Department has an essential role in all phases of emergency management as it relates to these hazards.

Concept of Operations

The Department Director, or designee, directs the emergency management activities of the Department under the direction of the Mayor or Chief Administrative Officer and in coordination with the Emergency Manager.

Roles and Responsibilities

The tables below list some of the roles and responsibilities the Department may have in an emergency or disaster. This list is not meant to be comprehensive but is intended to give an idea of what type of involvement the Department might have.

Functional Area	Roles and Responsibilities
Basic Plan	• Provide EOC staff as appropriate • Oversees personnel needs or issues during emergency management activities • Monitors activities to ensure they comply with safety standards • Coordinates spontaneous volunteer management
Emergency Volunteers	Primary Role • Coordinate volunteer reception center activities and processing spontaneous volunteers Supporting Role • Assist with registration of emergency workers (background checks, applications, etc.)

Community Lifelines

Community Lifelines are fundamental services that enable the continuous operation of critical government and business functions and are essential to human health and safety and economic security. Assessing and monitoring the condition of these lifelines can assist in decision making throughout an incident.

Relevant Community Lifeline Components for this Department
• Safety and Security ○ Government Services

Core Capabilities

Core Capabilities describe the ways that the City can stabilize and re-establish community lifelines. See the Core Capability Critical Tasks and Department Responsibilities table (Appendix A in the CEMP Basic Plan) for a list of related critical tasks for this department.

Organization

During emergency operations, the Marysville Emergency Operations Center (EOC) will operate with a hybrid ICS-like/departmental structure. For minor emergencies (ex. monitoring/level III EOC activations) the City and departments will likely maintain their day-to-day structures. For larger incidents or activations of the EOC, the ICS-like structure is used to coordinate support for the incident and field personnel.

Emergency Support Function (ESF) Reference

Some agencies, like Snohomish County, use ESFs to organize their efforts. While Marysville does not use them, it is important to understand where a department fits within the ESF structure when interacting with other agencies that do use it. The table below lists the ESF(s) that are likely to relate to the Department.

Emergency Support Function	Primary Tasks (not all inclusive)	City Department
ESF 7 Logistics & Resource	Support provision of logistic support to include facility space, equipment, supplies, and contracting	Finance, IS, various departments

Direction, Control, and Coordination

The plans and planning efforts of the Department should be integrated horizontally with other City departments as well as vertically with federal, state, regional, tribal, neighboring local, and private sector/non-governmental agencies.

Information Collection, Analysis, and Dissemination

The Department will collect information related to the incident, especially as it relates to their associated Community Lifelines. It will be shared based on departmental processes and reported to the Emergency Operations Center when activated. Department staff may be involved in analyzing information to guide priorities and objectives. Reported information will be disseminated via situation reports from the EOC or directly to relevant parties if necessary.

Resource Requirements

Resource requirements are dependent on the incident, its location, duration, and impacts. The resources needed to support incident management may include (but is not limited to):

- Personnel to manage Human Resources-related matters
- Connection to relevant local, regional, state, and federal agencies

Authorities and References

Personnel Rules for the City of Marysville

City of Marysville Accident Prevention Plan

RCW 49.60 - Discrimination – Human Rights Commission

WAC 118-04 - Emergency Worker Program

Public Law 110-325 - The ADA Amendments Act of 2008

Public Law 93-112 – The Rehabilitation Act of 1973

Information Services

Purpose

The Comprehensive Emergency Management Plan (CEMP) provides a framework for how the City will conduct emergency management functions. This annex provides information specific to the Information Services department (the Department) as it relates to the CEMP and other functional areas.

Situation Overview

As described in the Marysville CEMP Basic Plan, the City may experience a variety of hazards which may necessitate the response of the Department outside the scope of normal operations or with the potential to exceed normal capabilities of the City. The Department has an essential role in all phases of emergency management as it relates to these hazards.

Concept of Operations

The Department Director, or designee, directs the emergency management activities of the Department under the direction of the Mayor or Chief Administrative Officer and in coordination with the Emergency Manager.

Roles and Responsibilities

The tables below list some of the roles and responsibilities the Department may have in an emergency or disaster. This list is not meant to be comprehensive but is intended to give an idea of what type of involvement the Department might have.

Functional Area	Roles and Responsibilities
Basic Plan	• Provide EOC staff as appropriate • Support response operation use of IT resources • Provide emergency assistance for mission-critical activities • Lead cybersecurity programs for the City • Stand up the EOC when activated and provide IT support • Coordinate situational assessment through Geographic Information System (GIS) resources • Assist with emergency communications including amateur radio
Evacuation	Supporting Role • Provide support to evacuation activities • Assist with mapping and spatial analysis in evacuation response
Mass Care	Supporting Role • Provide support to mass care activities and sites
Emergency Volunteers	Supporting Role • Provide support at Volunteer Reception Center

Community Lifelines

Community Lifelines are fundamental services that enable the continuous operation of critical government and business functions and are essential to human health and safety and economic security. Assessing and monitoring the condition of these lifelines can assist in decision making throughout an incident.

Relevant Community Lifeline Components for this Department
• Safety and Security ○ Government Services • Communications ○ Infrastructure ○ Responder Communications

Core Capabilities

Core Capabilities describe the ways that the City can stabilize and re-establish community lifelines. See the Core Capability Critical Tasks and Department Responsibilities table (Appendix A in the CEMP Basic Plan) for a list of related critical tasks for this department.

Organization

During emergency operations, the Marysville Emergency Operations Center (EOC) will operate with a hybrid ICS-like/departmental structure. For minor emergencies (ex. monitoring/level III EOC activations) the City and departments will likely maintain their day-to-day structures. For larger incidents or activations of the EOC, the ICS-like structure is used to coordinate support for the incident and field personnel.

Emergency Support Function (ESF) Reference

Some agencies, like Snohomish County, use ESFs to organize their efforts. While Marysville does not use them, it is important to understand where a department fits within the ESF structure when interacting with other agencies that do use it. The table below lists the ESF(s) that are likely to relate to the Department.

Emergency Support Function	Primary Tasks (not all inclusive)	City Department
ESF 2 Communications	• Coordination of emergent communications • Coordination with telecommunications and information technology industries • Protection and repair of telecommunications infrastructure • Radio Communication Support Management (RACES/ARES)	IS, Marysville ACS
ESF 7 Logistics & Resource	• Support provision of logistic support to include facility space, equipment, supplies, and contracting	Finance, IS, various departments

Direction, Control, and Coordination

The plans and planning efforts of the Department should be integrated horizontally with other City departments as well as vertically with federal, state, regional, tribal, neighboring local, and private sector/non-governmental agencies.

Information Collection, Analysis, and Dissemination

The Department will collect information related to the incident, especially as it relates to their associated Community Lifelines. It will be shared based on departmental processes and reported to the Emergency Operations Center when activated. Department staff may be involved in analyzing

information to guide priorities and objectives. Reported information will be disseminated via situation reports from the EOC or directly to relevant parties if necessary.

Resource Requirements

Resource requirements are dependent on the incident, its location, duration, and impacts. The resources needed to support incident management may include (but is not limited to):

- Communications resources that are interoperable, reliable, portable, scalable, resilient, and redundant
- Connection to relevant local, regional, state, and federal agencies

Authorities and References

City of Marysville Technology Policies and Procedures

Washington Emergency Management Division Cyber Incident Annex

Municipal Court

Purpose

The Comprehensive Emergency Management Plan (CEMP) provides a framework for how the City will conduct emergency management functions. This annex provides information specific to the Municipal Court (the Department) as it relates to the CEMP and other functional areas.

Situation Overview

As described in the Marysville CEMP Basic Plan, the City may experience a variety of hazards which may necessitate the response of the Department outside the scope of normal operations or with the potential to exceed normal capabilities of the City. The Department has an essential role in all phases of emergency management as it relates to these hazards.

Concept of Operations

The Department Director, or designee, directs the emergency management activities of the Department under the direction of the Mayor or Chief Administrative Officer and in coordination with the Emergency Manager.

Roles and Responsibilities

The tables below list some of the roles and responsibilities the Department may have in an emergency or disaster. This list is not meant to be comprehensive but is intended to give an idea of what type of involvement the Department might have.

Functional Area	Roles and Responsibilities
Basic Plan	• Provide EOC staff as appropriate • Coordinate with legal and law enforcement to maintain critical and required aspects of court proceedings • Provide staffing and facility use as appropriate

Community Lifelines

Community Lifelines are fundamental services that enable the continuous operation of critical government and business functions and are essential to human health and safety and economic security. Assessing and monitoring the condition of these lifelines can assist in decision making throughout an incident.

Relevant Community Lifeline Components for this Department
• Safety and Security ○ Government Services

Core Capabilities

Core Capabilities describe the ways that the City can stabilize and re-establish community lifelines. See the Core Capability Critical Tasks and Department Responsibilities table (Appendix A in the CEMP Basic Plan) for a list of related critical tasks for this department.

Organization

During emergency operations, the Marysville Emergency Operations Center (EOC) will operate with a hybrid ICS-like/departmental structure. For minor emergencies (ex. monitoring/level III EOC activations) the City and departments will likely maintain their day-to-day structures. For larger

incidents or activations of the EOC, the ICS-like structure is used to coordinate support for the incident and field personnel.

Emergency Support Function (ESF) Reference

Some agencies, like Snohomish County, use ESFs to organize their efforts. While Marysville does not use them, it is important to understand where a department fits within the ESF structure when interacting with other agencies that do use it. The table below lists the ESF(s) that are likely to relate to the Department.

Emergency Support Function	Primary Tasks (not all inclusive)	City Department
ESF 13 Public Safety	• Law Enforcement, public safety, and security support • Support to access, traffic, and crowd control	Police, Municipal Court

Direction, Control, and Coordination

The plans and planning efforts of the Department should be integrated horizontally with other City departments as well as vertically with federal, state, regional, tribal, neighboring local, and private sector/non-governmental agencies.

Information Collection, Analysis, and Dissemination

The Department will collect information related to the incident, especially as it relates to their associated Community Lifelines. It will be shared based on departmental processes and reported to the Emergency Operations Center when activated. Department staff may be involved in analyzing information to guide priorities and objectives. Reported information will be disseminated via situation reports from the EOC or directly to relevant parties if necessary.

Resource Requirements

Resource requirements are dependent on the incident, its location, duration, and impacts. The resources needed to support incident management may include (but is not limited to):

- Personnel for court proceedings and security
- Connection to relevant local, regional, state, and federal agencies

Authorities and References

Marysville Municipal Code Chapter 2.24 – Municipal Court and Municipal Court Judge

Parks, Culture, and Recreation

Purpose

The Comprehensive Emergency Management Plan (CEMP) provides a framework for how the City will conduct emergency management functions. This annex provides information specific to the Parks, Culture, and Recreation department (the Department) as it relates to the CEMP and other functional areas.

Situation Overview

As described in the Marysville CEMP Basic Plan, the City may experience a variety of hazards which may necessitate the response of the Department outside the scope of normal operations or with the potential to exceed normal capabilities of the City. The Department has an essential role in all phases of emergency management as it relates to these hazards.

Concept of Operations

The Department Director, or designee, directs the emergency management activities of the Department under the direction of the Mayor or Chief Administrative Officer and in coordination with the Emergency Manager.

Roles and Responsibilities

The tables below list some of the roles and responsibilities the Department may have in an emergency or disaster. This list is not meant to be comprehensive but is intended to give an idea of what type of involvement the Department might have.

Functional Area	Roles and Responsibilities
Basic Plan	• Provide EOC staff as appropriate • Coordinate the use of Parks facilities for emergency management functions • Coordinate shelter activities for City-operated shelters and assist shelter operations of external agencies • Assist in mass care activities to provide services and supplies for the public • Support donations management activities
Evacuation	Supporting Role • Sheltering coordination for evacuees
Mass Care	Primary Role • Coordinate shelter activities (including shelter operations; facility set up; food, water, hygiene, etc.) Secondary Role • Support reunification activities and family and friends reception centers • Support Community Points of Distribution through use of Parks facilities, coordination, or staffing
Emergency Volunteers	Supporting Role • Support Volunteer Reception Center • Assist with deployment of Parks volunteers

Community Lifelines

Community Lifelines are fundamental services that enable the continuous operation of critical government and business functions and are essential to human health and safety and economic security. Assessing and monitoring the condition of these lifelines can assist in decision making throughout an incident.

Relevant Community Lifeline Components for this Department

- Safety and Security
 - Government Services
- Food, Hydration, Shelter
 - Shelter

Core Capabilities

Core Capabilities describe the ways that the City can stabilize and re-establish community lifelines. See the Core Capability Critical Tasks and Department Responsibilities table (Appendix A in the CEMP Basic Plan) for a list of related critical tasks for this department.

Organization

During emergency operations, the Marysville Emergency Operations Center (EOC) will operate with a hybrid ICS-like/departmental structure. For minor emergencies (ex. monitoring/level III EOC activations) the City and departments will likely maintain their day-to-day structures. For larger incidents or activations of the EOC, the ICS-like structure is used to coordinate support for the incident and field personnel.

Emergency Support Function (ESF) Reference

Some agencies, like Snohomish County, use ESFs to organize their efforts. While Marysville does not use them, it is important to understand where a department fits within the ESF structure when interacting with other agencies that do use it. The table below lists the ESF(s) that are likely to relate to the Department.

Emergency Support Function	Primary Tasks (not all inclusive)	City Department
ESF 6 Mass Care, Housing, and Human Services	• Mass Care (non-medical), feeding, and sheltering of persons displaced by a disaster • Emergency assistance including registration, tracking and reunification of families, support to medical shelters, coordination of donated goods & services, and coordination of voluntary agency assistance • Disaster housing assistance. Human services - crises counseling, special needs case management, referral to state and federal assistance programs • Community and Volunteer organization coordination (equivalent to Snohomish County Organizations Active in Readiness, Resilience, Response and Recovery – SOAR4)	Parks, Culture, and Recreation
ESF 7 Logistics & Resource	• Support provision of logistic support to include facility space, equipment, supplies, and contracting	Finance, IS, various departments

Direction, Control, and Coordination

The plans and planning efforts of the Department should be integrated horizontally with other City departments as well as vertically with federal, state, regional, tribal, neighboring local, and private sector/non-governmental agencies.

Information Collection, Analysis, and Dissemination

The Department will collect information related to the incident, especially as it relates to their associated Community Lifelines. It will be shared based on departmental processes and reported to the Emergency Operations Center when activated. Department staff may be involved in analyzing information to guide priorities and objectives. Reported information will be disseminated via situation reports from the EOC or directly to relevant parties if necessary.

Resource Requirements

Resource requirements are dependent on the incident, its location, duration, and impacts. The resources needed to support incident management may include (but is not limited to):

- Facilities, personnel, and supplies to care for people and animals
- Connection to relevant local, regional, state, and federal agencies

Authorities and References

Marysville Municipal Code Chapter 22C.290 – Emergency Housing and Shelters

RCW 49.60 - Discrimination – Human Rights Commission

Public Law 109-308 - Pets Evacuation and Transportation Standards (PETS) Act

Public Law 110-325 - The ADA Amendments Act of 2008

Public Law 93-112 – The Rehabilitation Act of 1973

Red Cross Sheltering Shelter Operations Workbook

FEMA P-785 Shelter Field Guide

Police

Purpose

The Comprehensive Emergency Management Plan (CEMP) provides a framework for how the City will conduct emergency management functions. This annex provides information specific to the Police department (the Department) as it relates to the CEMP and other functional areas.

Situation Overview

As described in the Marysville CEMP Basic Plan, the City may experience a variety of hazards which may necessitate the response of the Department outside the scope of normal operations or with the potential to exceed normal capabilities of the City. The Department has an essential role in all phases of emergency management as it relates to these hazards.

Concept of Operations

The Department Director, or designee, directs the emergency management activities of the Department under the direction of the Mayor or Chief Administrative Officer and in coordination with the Emergency Manager.

Roles and Responsibilities

The tables below list some of the roles and responsibilities the Department may have in an emergency or disaster. This list is not meant to be comprehensive but is intended to give an idea of what type of involvement the Department might have.

Functional Area	Roles and Responsibilities
Basic Plan	• Provide EOC staff as appropriate • Conduct law enforcement operations in all mission areas • Provide command and control for field operations through established Incident Command Posts as appropriate • Lead or support active assailant, mass casualty, or mass fatality incidents • Provide guidance for emergency traffic control and maintain site security of critical facilities or response areas • Direct or support evacuation efforts as appropriate • Provide support in the dissemination of emergency warning information to the public • Maintains operations at the Marysville jail
Evacuation	Primary Role • Issue evacuation orders. An evacuation order can be issued by the Mayor, Police Chief, Fire Chief, Emergency Operations Center (if activated), or on-scene Incident Commander • Identify evacuation routes and provide temporary traffic control measures • Provide site security to evacuated areas (including controlling re-entry) and sheltering/reunification locations Supporting Role • Provide assistance with public information on evacuations
Mass Care	Primary Role • Provide site security at shelter, CPD, or reunification locations

Functional Area	Roles and Responsibilities
	Establish traffic plans and provide temporary traffic control in and around mass care sites
Emergency Volunteers	Supporting Role - Provide site security and/or temporary traffic control at volunteer reception center - Provide assignments and guidance to volunteers as needed - Advise on screening process for volunteers in law enforcement-related activities

Community Lifelines

Community Lifelines are fundamental services that enable the continuous operation of critical government and business functions and are essential to human health and safety and economic security. Assessing and monitoring the condition of these lifelines can assist in decision making throughout an incident.

Relevant Community Lifeline Components for this Department
- Safety and Security - Law Enforcement/Security - Government Services - Community Safety - Communications - Responder Communications

Core Capabilities

Core Capabilities describe the ways that the City can stabilize and re-establish community lifelines. See the Core Capability Critical Tasks and Department Responsibilities table (Appendix A in the CEMP Basic Plan) for a list of related critical tasks for this department.

Organization

During emergency operations, the Marysville Emergency Operations Center (EOC) will operate with a hybrid ICS-like/departmental structure. For minor emergencies (ex. monitoring/level III EOC activations) the City and departments will likely maintain their day-to-day structures. For larger incidents or activations of the EOC, the ICS-like structure is used to coordinate support for the incident and field personnel.

Emergency Support Function (ESF) Reference

Some agencies, like Snohomish County, use ESFs to organize their efforts. While Marysville does not use them, it is important to understand where a department fits within the ESF structure when interacting with other agencies that do use it. The table below lists the ESF(s) that are likely to relate to the Department.

Emergency Support Function	Primary Tasks (not all inclusive)	City Department
ESF 13 Public Safety	• Law Enforcement, public safety, and security support • Support to access, traffic, and crowd control	Police, Municipal Court
ESF 7 Logistics & Resource	• Support provision of logistic support to include facility space, equipment, supplies, and contracting	Finance, IS, various departments

Direction, Control, and Coordination

The plans and planning efforts of the Department should be integrated horizontally with other City departments as well as vertically with federal, state, regional, tribal, neighboring local, and private sector/non-governmental agencies.

Information Collection, Analysis, and Dissemination

The Department will collect information related to the incident, especially as it relates to their associated Community Lifelines. It will be shared based on departmental processes and reported to the Emergency Operations Center when activated. Department staff may be involved in analyzing information to guide priorities and objectives. Reported information will be disseminated via situation reports from the EOC or directly to relevant parties if necessary.

Resource Requirements

Resource requirements are dependent on the incident, its location, duration, and impacts. The resources needed to support incident management may include (but is not limited to):

- Law enforcement officers and support staff
- Equipment, supplies, communications tools, and vehicles
- Training and exercises
- Connection to relevant local, regional, state, and federal agencies

Authorities and References

Marysville Municipal Code Chapter 2.45 – Jail/Correctional Facilities

Marysville Municipal Code Chapter 2.48 – Police Department

Marysville Police Policy

RCW 39.34 – Interlocal Cooperation Act

RCW 10.93 - Washington Mutual Aid Peace Officers Act

WAC 139-05 – Law Enforcement

Tri-County CCTA Model Procedure - Scenes of Violence

Public Works

Purpose

The Comprehensive Emergency Management Plan (CEMP) provides a framework for how the City will conduct emergency management functions. This annex provides information specific to the Public Works department (the Department) as it relates to the CEMP and other functional areas.

Situation Overview

As described in the Marysville CEMP Basic Plan, the City may experience a variety of hazards which may necessitate the response of the Department outside the scope of normal operations or with the potential to exceed normal capabilities of the City. The Department has an essential role in all phases of emergency management as it relates to these hazards.

Concept of Operations

The Department Director, or designee, directs the emergency management activities of the Department under the direction of the Mayor or Chief Administrative Officer and in coordination with the Emergency Manager.

Roles and Responsibilities

The tables below list some of the roles and responsibilities the Department may have in an emergency or disaster. This list is not meant to be comprehensive but is intended to give an idea of what type of involvement the Department might have.

Functional Area	Roles and Responsibilities
Basic Plan	• Provide EOC staff as appropriate • Maintain transportation infrastructure and designate emergency traffic routes • Maintain operations of and implement repairs to water, storm, and sewer systems • Conduct debris removal activities • Provide traffic control personnel and equipment as needed • Maintain and/or provide vehicles, equipment, and operators to assist in emergency situations • Provide support to evacuation planning and operations • Assist with traffic control for incident locations and key facilities • Coordinate and conduct damage assessments and inspections
Evacuation	Primary Role • Identify evacuation routes and provide traffic control measures (signage, barricades, etc.) Supporting Role • Support site security for the evacuated areas
Mass Care	Primary Role • Establish traffic plans and provide temporary traffic control in and around mass care sites
Emergency Volunteers	Supporting Role • Provide temporary traffic control measures at volunteer reception center • Provide assignments and guidance to volunteers as needed

Community Lifelines

Community Lifelines are fundamental services that enable the continuous operation of critical government and business functions and are essential to human health and safety and economic security. Assessing and monitoring the condition of these lifelines can assist in decision making throughout an incident.

Relevant Community Lifeline Components for this Department
• Safety and Security ○ Government Services ○ Community Safety • Food, Hydration, Shelter ○ Hydration • Energy (Power/Fuel) ○ Fuel • Transportation ○ Highway/Roadway ○ Mass Transit (roadway accessibility) • Water Systems ○ Potable Water Infrastructure ○ Wastewater Management

Core Capabilities

Core Capabilities describe the ways that the City can stabilize and re-establish community lifelines. See the Core Capability Critical Tasks and Department Responsibilities table (Appendix A in the CEMP Basic Plan) for a list of related critical tasks for this department.

Organization

During emergency operations, the Marysville Emergency Operations Center (EOC) will operate with a hybrid ICS-like/departmental structure. For minor emergencies (ex. monitoring/level III EOC activations) the City and departments will likely maintain their day-to-day structures. For larger incidents or activations of the EOC, the ICS-like structure is used to coordinate support for the incident and field personnel.

Emergency Support Function (ESF) Reference

Some agencies, like Snohomish County, use ESFs to organize their efforts. While Marysville does not use them, it is important to understand where a department fits within the ESF structure when interacting with other agencies that do use it. The table below lists the ESF(s) that are likely to relate to the Department.

Emergency Support Function	Primary Tasks (not all inclusive)	City Department
ESF 1 Transportation	• Monitor, assess, and report the status of transportation systems and infrastructures • Coordinate temporary alternative transportation solutions • Coordinate restoration and recovery of transportation systems and infrastructures	Public Works

Emergency Support Function	Primary Tasks (not all inclusive)	City Department
ESF 3 Public Works & Engineering	- Infrastructure protection, emergency repair, and restoration - Debris / solid waste management - Engineering services and flood fighting operations	Public Works
ESF 7 Logistics & Resource	Support provision of logistic support to include facility space, equipment, supplies, and contracting	Finance, IS, various departments
ESF 11 Agriculture & Natural Resources	- Nutritional assistance - Animal and plant disease and pest response - Food safety and security - Protection of natural and cultural resources and historic properties - Safety and well-being of household pets	Public Works, Community Development
ESF 12 Utilities	- Energy and utility sector coordination - Assessment, repair, and restoration of energy and public utilities	Public Works

Direction, Control, and Coordination

The plans and planning efforts of the Department should be integrated horizontally with other City departments as well as vertically with federal, state, regional, tribal, neighboring local, and private sector/non-governmental agencies.

Information Collection, Analysis, and Dissemination

The Department will collect information related to the incident, especially as it relates to their associated Community Lifelines. It will be shared based on departmental processes and reported to the Emergency Operations Center when activated. Department staff may be involved in analyzing information to guide priorities and objectives. Reported information will be disseminated via situation reports from the EOC or directly to relevant parties if necessary.

Resource Requirements

Resource requirements are dependent on the incident, its location, duration, and impacts. The resources needed to support incident management may include (but is not limited to):

- Staffing with appropriate qualifications and training
- Equipment and supplies for protection of and repair of utilities and infrastructure
- Connection to relevant local, regional, state, and federal agencies

Authorities and References

Marysville Municipal Code Title 14 – Water and Sewers

Marysville Municipal Code Title 22E – Environmental Standards

RCW Title 80 – Public Utilities

WAC Title 480 – Water Companies

America's Water Infrastructure Act (AWIA)

Safe Drinking Water Act

Debris Management Plan

Water Comprehensive Plan

Sewer Comprehensive Plan

Surface Water Comprehensive Plan

City of Marysville

Comprehensive Emergency Management Plan

Limited English Proficiency (LEP) Inclusive Emergency Communications Plan



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Introduction

Purpose

The purpose of the Limited English Proficiency (LEP) Inclusive Emergency Communications Plan is to outline the responsibilities of the City of Marysville in regards to LEP persons and establish a process for providing assistance to them for agency programs, activities, and services pursuant to Title VI of the Civil Rights Act of 1964, Executive Order 13166, and Title 38.52 RCW.

Planning Assumptions

Emergency management life-safety information and services during a non-emergency incident is centered primarily on preparedness information, to prevent and/or reduce risk. During an emergency incident, this information and related services are more time sensitive and may require extra staffing resources to produce.

Establishing strong relationships with community and faith-based leaders, as well as schools and businesses, before disaster strikes is key to building a robust network of information-sharing partners that can disseminate time-sensitive, official messages in appropriate and useful formats. Trusted partners can also provide situational awareness and community resource needs to emergency response organizations. Regular engagement and inclusion in planning, training, and exercise activities strengthen these relationships.

Accessing “on-demand” translation and interpretation services during a catastrophic incident may be significantly delayed given impacts to transportation and communication infrastructure, the time it takes to coordinate with translation service providers, as well as delays in gathering situational awareness and appropriate actionable messages and directives.

For similar reasons, dissemination of life-safety notifications in languages other than English may be more delayed than these same notifications in English, depending on the nature of the incident, technology limitations, impact to communication infrastructure, and a community’s ability to reach its own members.

Interviews with community leaders indicate that local language communities consider existing auto-translation programs inadequate. It is preferable for emergency messaging to be sent in English versus relying on auto-translation. When available, using certified translators is a recognized “best practice.” Investing in pre-disaster education and community outreach regarding the importance of personal emergency preparedness and community self-sufficiency can counteract possible delayed or limited communications in any language.

The City of Marysville maintains an alert system which contains internal and external contact lists and has the capability of launching emergency alerts throughout the City of Marysville or to internal staffing groups. This plan will refer to the City of Marysville’s emergency alert system (RAVE Alert) as Marysville Alerts.

Organization

During non-emergency operations or when the Emergency Operations Center (EOC) is not activated, the Communications division and the Public Information Officer (PIO) will lead messaging efforts with support from other departments or agencies. During emergency operations or when the EOC is activated, the PIO (and Joint Information Center (JIC) if activated) will lead emergency messaging

efforts with support from Emergency Management as well as other City departments and community partners. Organizations involved in messaging would support the PIO, JIC if activated, or possibly other operational areas where there is a need.

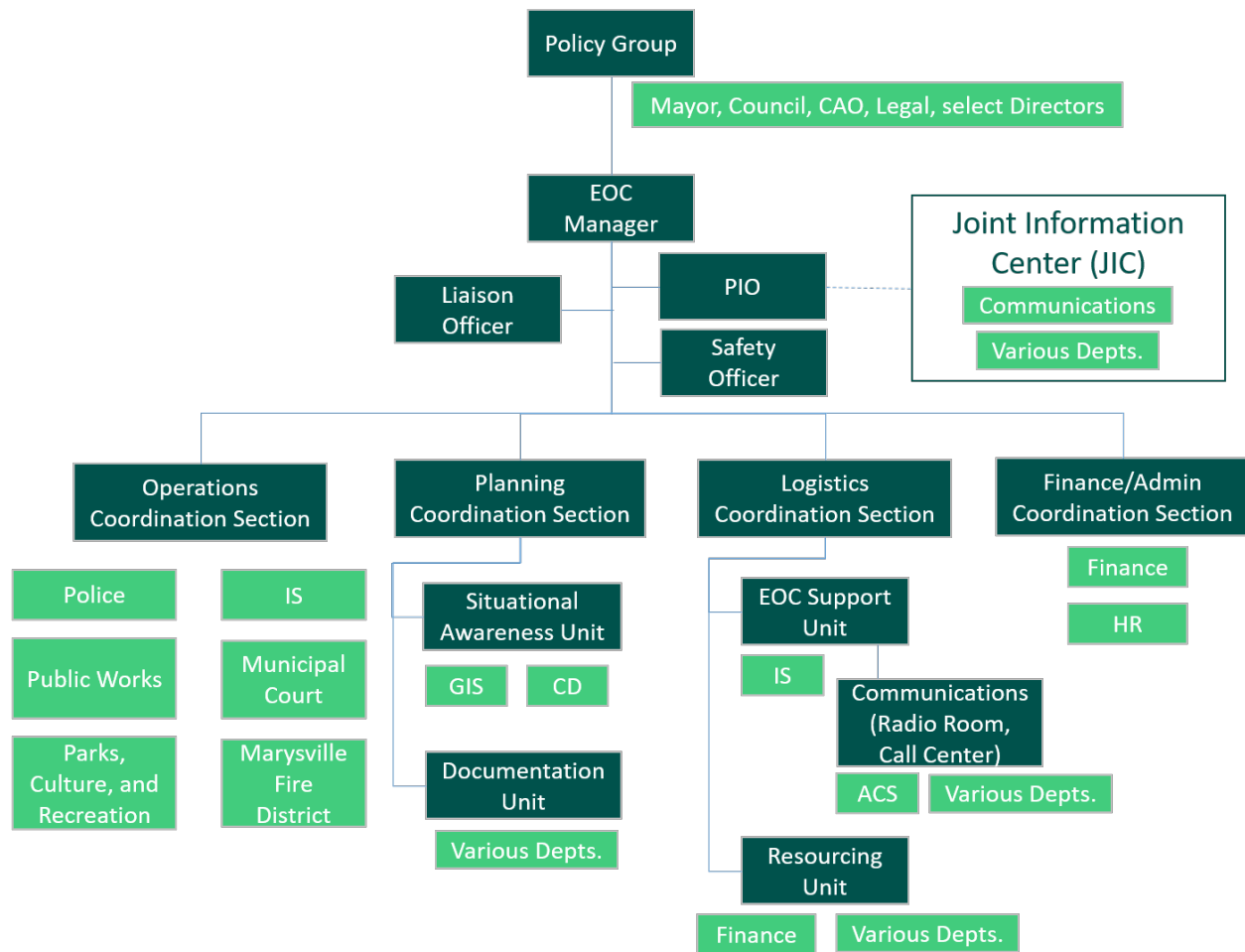


Figure 1: Emergency Operations Center Organizational Chart

Identifying LEP Language Groups

The Revised Code of Washington (RCW) 38.52 requires that each local organization that produces a local Comprehensive Emergency Management Plan must include an LEP life safety communication plans for each LEP language group that constitutes five percent or 1,000 residents, whichever is less, of its population. The Office of Fiscal Management reports mandated by state law provide county-level statistics but do not provide information at the city level so LEP language groups in Marysville were determined using other sources. According to Washington State EMD, a limited English proficient (LEP) individual is one who does not speak English as his/her primary language and who has a limited ability to read, write, speak or understand English. Not all individuals whose primary language is not English should be considered as having limited English proficiency.

According to U.S. Census Bureau's American Community Survey 2021 5-year estimates, 17.4% of Marysville residents age 5 and older speak a language other than English at home. Of those, 7.6% speak Spanish, the predominant non-English language in Marysville. The estimate of individuals who

speak Spanish at home and speak English less than 'very well' is 1,657 which is over the 1,000 residents requiring emergency messaging per RCW 38.52.070.

Table 1: Language Groups in Marysville (U.S. Census data)

<i>Language group</i>	<i># of residents</i>	<i>% of residents</i>	<i>Speak English less than 'very well'</i>	
Spanish	4,921	7.6%	1,657	2.5%
Russian, Polish, or other Slavic Languages	1,711	2.6	571	0.9%
Tagalog	1,605	2.5%	471	0.7%
Other Indo-European languages:	1,032	1.6%	370	0.6%
Other Asian and Pacific Island languages:	686	1.1%	224	0.3%
Other and unspecified languages:	396	0.6%	37	0.1%
Vietnamese:	372	0.6%	139	0.2%
Korean:	167	0.3%	77	0.1%
Chinese (incl. Mandarin, Cantonese):	155	0.2%	126	0.2%
French, Haitian, or Cajun:	103	0.2%	0	0.0%
German or other West Germanic languages:	99	0.2%	7	0.0%
Arabic:	83	0.1%	0	0.0%

Source: U.S. Census Bureau, 2021 American Community Survey 5-Year Estimates

No other single language fitting the LEP criteria currently meets the required five percent or 1,000 residents threshold mandated by state law. We conclude, therefore, that Marysville is required at this time to provide life safety messaging in Spanish. The City recognizes the importance of providing messaging in other languages than Spanish when possible, particularly for languages with greater numbers of speakers. Though the survey data does not break Ukrainian out as a separate language group, this plan recognizes that there is a Ukrainian population that would benefit from translated materials.

Further local research supports that conclusion. The Marysville School District reported in 2018 that 34 languages other than English were spoken in students' homes. Spanish is by far the most prominent with 12% of Marysville students (1,230 students out of about 10,000 in the district) speaking Spanish at home. (Note: The school district serves a larger geographic area than the city limits.)

Table 2: Language Groups in Marysville (school district data)

<i>Language group</i>	<i>Number of students</i>	<i>Percentage of students</i>
Spanish	1,230	12%
Russian	157	1.6%
Ukrainian	140	1.4%
Vietnamese	84	.84%
Tagalog	82	.82%

Source: Marysville School District, 2018

Identification of Messaging Strategies and Methods

A list of potential systems and methods for disseminating life-safety notifications is below. Methods selection should be based on the incident, the information being shared, and the target audience. Selection should consider the ability of alerts to reach as many people in the target audience as possible including those who are deaf or hard of hearing, blind or visually impaired, have a learning or cognitive disability, or may not be able to read and understand English.

Marysville Alerts (RAVE Alert)

The City can use their Rave platform to send alerts to individuals who have subscribed to receive messages. They can receive messages via phone call, text message, or email. The Rave platform includes an ability to auto-translate messages in a variety of languages so that users who selected a different language in their account will receive messages in the language they chose. The City recognizes that without vetting the translations, they have potential to be missing information or be mistranslated. To the extent possible, the City will confirm accuracy of the translations but may send alerts without translation confirmation if needed and based on the nature of the emergency.

The City has a Spanish alert opt-in function that allows people to sign up to receive alerts in Spanish (in place of or in addition to the City's English alerts). These alerts will not be auto-translated and are to be input in to the system by City staff in Spanish. To the extent possible, these messages are pre-scripted and vetted ahead of time.

Reverse Call Back (Reverse 911)

The City can initiate reverse call backs utilizing landline phone data in the Rave platform. The message can be sent to all lines within the City or specific geographical areas. Snohomish County Department of Emergency Management also has the ability to send these calls out and may be used as a backup or in a regional emergency.

Wireless Emergency Alerts (WEA)

Wireless Emergency Alerts (WEA) are alerts that are sent to cell phones in a geographical area. They have a separate alert tone than typical text messages and users do not need to opt-in to receive the alerts. A user can turn these messages off in their phone settings, so City messaging reminds people to confirm WEA alerts are turned on. WEA messages are initiated by Snohomish County or the Washington State EOC.

Emergency Alert System (EAS)

The Emergency Alert System (EAS) is a national public warning system that requires broadcasters, cable television systems, wireless cable systems, satellite digital audio radio service (SDARS) providers, and direct broadcast satellite (DBS) providers to provide the communications capability to address the American public during a national emergency. The system also may be used by state and local authorities to deliver important emergency information, such as AMBER alerts and weather information targeted to specific areas. An EAS message can be requested through Snohomish County DEM or the Washington State EOC.

Door-to-Door Notifications

Depending on the nature and location of the incident, law enforcement personnel and community volunteers may be deployed to go door-to-door. When possible, an interpreter or bilingual person would be part of this group; as a secondary alternative, the group would have instructions in other languages and/or could use interpreter/translation services.

Social Media Platforms

- Facebook: @MarysvilleWashington, @MarysvilleWAPD
- Twitter: @WA_Marysville, @MarysvilleWAPD
- Instagram: @cityofmarysvillewa
- Nextdoor: City of Marysville (WA)
- LinkedIn: City of Marysville, WA

Community Partners

The City will utilize community partners to share information before, during, and after an emergency. Businesses and other community organizations are often trusted sources of information and have great connections with the populations they serve. The City works regularly with local non-profits, businesses, school districts, chamber of commerce, etc. on preparedness and could utilize these connections to help with public outreach. If needed, Emergency Management has a distribution list of partners that have agreed to help share information which expands the reach into the community. This can also help with targeted messaging to various language groups and other specific segments of our population.

Identification of Key Life-Safety Messages

The following potential emergency messages are broken into two groups. Life-safety notifications should be disseminated quickly using multiple methods and multiple languages when appropriate because of their implication on the safety of the intended recipient. Other emergency messages with important information to help individuals navigate through an emergency or disaster in their community should also be disseminated using multiple methods and in multiple languages if possible. These other emergency messages may not need to be disseminated as quickly as life-safety messages or using as many methods. The lists are not meant to be exhaustive but are intended to provide examples of messages that should be considered for translation/interpretation and dissemination to LEP individuals.

Life-Safety Notifications

Life-safety notices may be related to (but are not limited to) the following:

- evacuation (RCW 38.52 requirement) to include information on available transportation, if available
- sheltering / sheltering in place (RCW 38.52 requirement)
- where individuals can obtain care or assistance (e.g., food, water, showers, medical care, and shelter and food / water for pets and large animals) (RCW 38.52 requirement is communicating availability of food and water) Include information on available transportation, if available
- facility lockdown (RCW 38.52 requirement)
- food safety (e.g., safe handling and disposal of potentially contaminated food products)
- Notices of curfew and curfew-related restrictions
- other public health and safety information (e.g., air quality announcements, generator safety tips, how to avoid carbon monoxide poisoning, how to disinfect potentially contaminated wells, cleaning up after a disaster, when and how to dispose of damaged household goods, and need for health screening or prophylaxis to prevent spread of infections)

Other Emergency Messages

Other emergency-related messages may include (but are not limited to) the following:

- emergency closure or detour notices for key transportation corridors, passenger rail lines and public transit systems (e.g., bus routes, commuter rail, and ferry routes)
- emergency restricted hours / closure notices for local facilities where important services are provided directly to the public (e.g., offices of local health department or district, social services agencies, utilities, and building departments)
- announcements related to disaster-related consumer protection issues (e.g., how to hire a contractor, insurance coverage, and how to file claims and complaints, etc.)
- announcements on reporting damages to local authorities for damage assessment purposes (e.g., what information is needed, how, when and where to report it)

Direction, Control, and Coordination

Horizontal Integration

City departments will follow their department-specific guidance, procedures, or policies to the extent appropriate in support of this plan when it is activated.

Vertical Integration

In an emergency situation, it is important to have cohesive messaging. The City will coordinate public messaging efforts with Snohomish County Department of Emergency Management and Washington State Emergency Management Division. The City will also coordinate with neighboring and community organizations when possible.

Background for Communicating with LEP Population Groups

Title VI of the Civil Rights Act of 1964, 44 U.S.C. 2000d prohibits recipients of federal funds from discriminating based on race, color, and national origin when providing service to the public. The U.S. Supreme Court ruled in 1974 that organizations discriminate based on national origin when they do not provide meaningful access to LEP persons to the federally funded programs they operate (*Lau v. Nichols*, 414 U.S. 563). Meaningful access includes communicating with LEP persons in a language they understand about the availability of emergency management programs, services, and life-safety notifications made during emergencies and disasters.

Most emergency management organizations in Washington State receive federal funds to help operate or maintain their programs. Funding may come from federal sources such as the Emergency Management Performance Grant, Homeland Security Grant Program, or grant programs that help their communities recover from a declared disaster. The source of grant programs such as these is the U.S. Department of Homeland Security (DHS); the Washington Military Department's Emergency Management Division passes through funding to local, state and tribal emergency management organizations.

DHS guidance states that recipients of Federal financial assistance (e.g., state, local, tribal governments) have an obligation to reduce language barriers that can preclude meaningful access by LEP persons to important government services and programs.

This means recipients of Federal financial assistance must take reasonable steps to ensure meaningful access to their programs and activities by LEP persons. Providing services to and communication with LEP populations should be equivalent to that provided to the English-speaking population in terms of content, availability, distribution, and timeliness.

In 2017, the Washington Legislature approved, and the Governor signed into law, Substitute Senate Bill 5046. This bill, effective July 23, 2017, amended the Washington Emergency Management Act by adding communicating life-safety notifications to LEP language groups to the requirements of state and local emergency management organizations. It also added reporting requirements on communications plans and actual communications with LEP groups.

Legal Requirements

Title VI of the Civil Rights Act of 1964

“No person in the United States shall, on the ground 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.”

Executive Order 13166

“Improving Access to Services for Persons With Limited English Proficiency”. Different treatment based upon a person’s inability to speak, read, write, or understand English may be a type of national origin discrimination. Executive Order 13166 directs each Federal agency that is subject to the requirements of Title VI of the Civil Rights Act of 1964 to publish guidance for its respective recipients and sub-recipients clarifying that obligation.

EPCRA

The Emergency Planning and Community Right-to-Know Act (EPCRA) provisions help increase public’s knowledge and access to information on chemicals at individual facilities, their uses, and releases into the environment. States and communities, working with facilities, can use the information to improve chemical safety and protect public health and the environment.

Section 304 Emergency Release Notification Requirements - Any facility that releases into the environment one of the listed types of chemicals in an amount equal to or greater than its reportable quantity as required by the Emergency Release Notification regulation.

Title 38.52.070 RCW

Section (3) establishes the requirement for emergency management organizations to include a communications plan which identifies “significant population segments” that have Limited English Proficiency and defines how life safety information will be disseminated to those populations during an emergency or disaster.

“Significant population segments” is defined as a language group that constitutes five percent or one thousand residents, whichever is less, of the population of persons eligible to be served or likely to be affected within a city, town, or county. The data source which is used for this determinations must come from the Office of Financial Management.

Chapter 118-30 WAC

LEP populations are components of the Whole Community concept which is discussed as a requirement for inclusion throughout the planning process.

Resources

Translations and interpretations will be needed through all phases of an emergency in addition to normal day to day operations. Additional resources may be needed depending on the nature of the incident and response/recovery operations. The City maintains a list of contacts and resources for translations, interpretations, media, etc.

City staff also connect with local school districts and other community partners as trusted resources for LEP families and, independently from that, connect with individuals within Marysville's LEP communities.

References and Supporting Guidance

State

- RCW 49.60 - Washington Law Against Discrimination
- RCW 49.60.400 - Washington State Civil Rights Act
- Governor Executive Order 17-01, Reaffirming Washington's Commitment to Tolerance, Diversity and Inclusiveness, February 23, 2017
- RCW 38.52 – Emergency Management
See sections:
 - RCW 38.52.010 – Definitions (communications plan, life-safety information)
 - RCW 38.52.070 – Definitions (significant population segment, LEP data set), Evaluating Effectiveness of Communications
 - RCW 38.52.073 – State Agencies' annual reports to Legislature
 - RCW 38.52.580 – State Agencies' communication plans, annual reports on communications

Federal

- U.S. Department of Justice Civil Rights Division
- Title VI of the Civil Rights Act of 1964, 42 USC 2000
- Presidential Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, August 11, 2001.
- Robert T. Stafford Disaster Relief and Emergency Assistance Act, PL 93-288, as amended, 42 USC 5151 o
- U.S. Department of Homeland Security Title VI regulations against national origin discrimination, 6 CFR part 21.
- Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons
- Guidance to State and Local Governments and Other Federally Assisted Recipients Engaged in Emergency Preparedness, Response, Mitigation, and Recovery Activities on Compliance with Title VI of the Civil Rights Act of 1964
- Tips and Tools for Reaching Limited English Proficient Communities in Emergency Preparedness, Response, and Recovery, U.S. Department of Justice, Civil Rights Division, August 2016.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 4, 2024

SUBMITTED BY: Assistant Parks Director Dave Hall, Parks, Recreation & Culture

ITEM TYPE: Award Funding

AGENDA SECTION: **New Business**

SUBJECT: Marysville Human Services Grant

SUGGESTED ACTION: Recommended Motion: I move to approve the Marysville Human Services Grant.

SUMMARY: The City of Marysville received 17 applications for the Human Services Grant with a total funding request of \$693,426. The selection committee used a rating tool to rate each submission. The committee recommends funding 10 agencies (The Salvation Army, The Marysville Food Bank, LINC NW, Saint Vincent de Paul, The Grove Church (Community Dinner), Interfaith Association of NW Washington, Cocoon House, Senior Services of Snohomish County, Eagle Wings disAbility Ministries and The Grove Church (Back to School Bash)) totaling \$200,000.

ATTACHMENTS:
[Funding Recommendation.docx](#)

Funding Recommendation

1. Salvation Army	\$35,000
2. Marysville Food Bank	\$35,000
3. LINC NW	\$33,500
4. Saint Vincent de Paul	\$30,000
5. The Grove Church, Community Dinner	\$20,000
6. Interfaith Assoc. of NW WA	\$15,000
7. Cocoon House	\$15,000
8. Senior Services of Snohomish County	\$ 6,500
9. Eagle Wings disAbility Ministries	\$ 5,000
10. The Grove Church, Back to School Bash	\$ 5,000
Total	\$200,000

Salvation Army – Emergency Assistance Program

Grant funds will be dispersed through The Salvation Army's Marysville Community Center. All funds will be used in the following manner:

Short- and long-term temporary shelter while helping families/individuals set goals and working with them to transition into permanent, sustainable housing.

Rent assistance to prevent evictions.

Utility assistance to prevent service shut off.

Administrative costs in support of the program including providing cases management services:

Helping clients transition into permanent housing.

Partnering with local agencies/organizations to make appropriate referrals for treatment and domestic violence assistance.

Assisting with employment readiness.

Assisting with acquisition of necessary proof of benefits and identification cards.

Overseeing daily community meals including sack lunches Monday-Friday, hot breakfast Tuesday and Thursday, and hot dinner Wednesday and Sunday.

Marysville Food Bank – Food for Thought Backpack Program

The MCFB operates the Food For Thought Backpack Program for the students in both the Marysville and Lakewood School Districts. We are currently serving over 750 children each week through school counselor identifications. Each school week we provide a weekend bag of food with servings of fruit, soup, mac & cheese, canned proteins, juices, milk, oatmeal, snacks, yogurt, and ready to eat meals.

LINC NW – Mental Health Support Services

LINC NW has partnered with a local therapist to provide high-quality, licensed care to clients needing support with depression, anxiety, substance use disorder, and other behavioral health challenges. Our clinician is ready to begin meeting with clients and supervising others to provide services at both our office locations and through a HIPPA-compliant telehealth program for virtual visits. They would work to ensure that client needs are met at a location suitable to their level of transportation.

Saint Vincent de Paul – Community Services

The St. Mary and St. Anne Conference of the Society of Saint Vincent de Paul strives to provide assistance to each and every caller based on their individual needs. We fill a gap that other agencies cannot. No work of charity is foreign to our Conference.

These services include:

Rent and utilities assistance.

Medical assistance, e.g., durable equipment, prescriptions, eyeglasses, hygiene items, and other as needed.

Basic assistance, e.g., food vouchers, clothing vouchers, cell phone bills, gasoline, propane for cooking and heat, car repair, bus fare, and other as needed.

The Grove Church – Neighborhood Community Dinner

The Neighborhood is a ministry of the Grove Church and was started by staff and volunteers in an effort to help our community with meeting tangible, relational and spiritual needs. We understand and have an earnest desire to help the many struggling families, isolated individuals, senior citizens, homeless and people forgotten by most of society in our city. The goal of the community meal is to form and strengthen healthy relationships, encourage the hearts of people and provide assistance in the form of hot meals. Our community dinners are actively addressing a number of challenges in Marysville. First, we are providing weekly hot meals, and leftovers in takeaway boxes when available, at no cost to the attendees. We have gained a reputation for quality, hearty and generous meals and always give away all leftover food. Many people take meals home to house-bound family members who are unable to attend but benefit greatly from the meal. For a while we shuttled in senior citizens from two different housing communities twice a month, which for many seniors is their best meal of the week and their only social interaction. We have families with single parents who come regularly and appreciate the meals and the food. Our dinners provide a safe and positive environment for community building over the shared meal with lively conversations, laughter and the friendliness of our volunteers and team.

Interfaith Assoc. of NW WA - Miracle House Scattered Shelter Site

The Miracle House shelter location accommodates up to 2 families with children at a time, and will help at least 8 families each year. This location has been operational for approx. 4 years now, and has demonstrated a strong track record of success. At Miracle House, families received emergency shelter for up to 90 days, basic needs services, resources and support for healthy living and employment success, access to the Children's Program that helps children stay on top of schoolwork, substance use and mental health case management, and Rapid Rehousing case management to locate and achieve permanent housing. This grant application is specifically requesting \$15,000 toward case management for family clients at Miracle House. Our case managers work closely with families to develop unique and customized pathways to housing stability and financial independence. This strengths-based approach reflects a family's particular situation, barriers to housing, and obstacles. Case Managers check in on clients to monitor progress toward co-established goals, provide resources and support as needed, and also connect clients with local opportunities and resources to help them quickly exit homelessness and achieve housing stability. Miracle House has its own dedicated case manager, and the total staffing and operating cost for this location is approx. \$43,420 per year. By supporting this role, the City of Marysville will be making a valuable investment in tackling the local family homelessness crisis, while also partnering with a proven program that delivers results: 78% of all Interfaith Family Shelter clients achieve permanent housing by the end of the 90-day program, and 92% of them are still housed a year later. This demonstrates the effectiveness and sustainability of our shelter-and-rehousing program, as well as its ability to deliver long-standing results that truly address the root of family homelessness in our community.

Cocoon House – Cocoon House Outreach

Cocoon House will provide outreach and community-based case management services to Marysville youth and young adults (ages 12-24) who are experiencing or at-risk of homelessness. Services will be provided within the City of Marysville. At least eighty (80) young people will be contacted and offered services and referrals. At least fifteen (15) young people contacted will be enrolled in ongoing case management. Cocoon House will provide basic needs items to clients, including food, clothing, and hygiene items as well as assistance covering costs associated with goals (e.g. cost of obtaining ID or birth certificate, GED testing fees, etc.). All services will be provided with the goal of meeting client needs in the four core areas of housing, education and employment, wellness, and permanent connections. Outreach: Cocoon House staff will engage with at least eighty (80) youth and young adult residents of Marysville. Young people will be offered services appropriate to their unique situation, including referrals to programs offered by Cocoon House and other providers, connections to community resources, food and other basic needs items. Cocoon House will utilize our existing relationships with Marysville School District and providers in Marysville to identify and reach youth in need. Case Management: At least fifteen (15) youth and young adults will enroll in case management. Young people who choose to engage in ongoing case management will partner with Cocoon House staff to identify needs and resources, connect to services, and work toward goals in the four core outcome areas listed above. Case management consists of one-on-one meetings, supported referrals, setting and tracking progress on goals, and the provision of aftercare services. The pace and goals of case management are led by the young person. Typically, case management meetings occur at least once a week.

Senior Services of Snohomish County – Aging and Disability Resources

Homage is the most comprehensive non-profit service provider for older adults in Snohomish County, serving our neighbors for 50 years. We provide direct services such as nutrition services, home repair, mental health, and rural transportation, but also can help with referrals to other agencies and assistance with signing up for programs like Medicare/Medicaid and food assistance. For this project, a Homage Aging and Disabilities Resource (ADR) Specialist will meet with clients who come to the Marysville Community Center during scheduled biweekly ADR visits. (Kristen Rasmussen at Marysville Parks, Culture and Rec has expressed interest in this program.) ADR staff will determine with the client which resources would be most useful to help them maintain their independence. The ADR specialist can then make referrals to the programs the client chooses and assist with completing the appropriate paperwork and applications required for enrollment. We know that finding appropriate services and understanding eligibility requirements can be complicated and frustrating and we are here to ensure each client can successfully connect to these resources.

Eagle Wings disAbility Ministries – Community Service Events

We will prepare and plan a big emergency preparedness event on or around June 1, 2024. Since this is our first attempt, we will accept 300 guests with disAbilities, plus their caregivers. We have secured a donated venue, and have already met with the City as well as the Fire Department, Red

Cross, FIMA and volunteers. We have invited the Marysville Fire department and PD to bring their emergency vehicles (similar to Touch A Truck) to familiarize our public servants with this population and vice-versa. Additionally, caregivers will have opportunities to become aware of trainings provided by these various organizations. After spending time with emergency vehicles and photo ops, guests with disAbilities will get dinner, and then walk around filling their backpacks, creating their own emergency kits. Caregivers can sign up for emergency classes etc. It is the goal that every household resident with special needs will complete a File of Life record for their refrigerator so that paramedics can easily assist this population in an emergency. The second project will provide 3 classes for adult students: Cooking, (ASL) American Sign Language, and community based art.

The Grove Church – Back to School Bash

Though our back to school bash covers so many different aspects of getting ready for the school year. The funding we are asking for in this grant will be used specifically to cover hygiene items (shampoo, conditioner, body wash, dental items, feminine products, etc). It will also help cover any lice treatments that are found to be needed by the families. Every year we purchase all these items and they are gone within the first hour. The need for basic hygiene and lice removal is huge and this year we want to have enough for everyone.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	March 4, 2024
SUBMITTED BY:	Engineering Coordinator Laurie Barbosa, Public Works
ITEM TYPE:	Agreement
AGENDA SECTION:	New Business
SUBJECT:	Professional Services Agreement with Transpo Group USA, Inc. for the design of the 67 th Ave NE & 52 nd St NE Intersection Improvements
SUGGESTED ACTION:	<u>Recommended Motion:</u> I move to authorize the Mayor to sign and execute the Professional Services Agreement with Transpo Group USA, Inc. for design of the 67 th Ave NE & 52 nd St NE Intersection Improvements.
SUMMARY:	The 67th Ave NE & 52nd St NE Intersection Improvements project will construct a signal at the existing all-way stop intersection. The City received a \$277,457.00 federal grant, which allocated \$263,300.00 toward the design of the improvement. Council approved the funding agreement on June 12th, 2023. The City advertised a Request for Proposals in July 2023, requesting that firms submit written proposals stating their qualifications to provide consultant services related to this project. The City received proposals from one (1) firm, conducted a formal interview, and selected Transpo Group as a qualified firm for the project. The attached Professional Services Agreement (PSA) will provide the City with design, permitting and preliminary right-of-way services for the project. It is staff's opinion that the negotiated fee of \$374,256.05 is fair and consistent with industry standard. The total cost to the City, after applying the grant funds, is \$110,956.05.

ATTACHMENTS:
[Contract_67th Ave NE & 52nd St NE Intersection Improvements.pdf](#)

Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement

Agreement Number: R2305

Firm/Organization Legal Name (do not use dba's): Transpo Group USA, Inc.	
Address 12131 113th Ave NE, Suite 203, Kirkland, WA 98034	Federal Aid Number STBGUL-9931(025)
UBI Number 603 258 009	Federal TIN or SSN Number 91-6001459
Execution Date	Completion Date 11/30/2026
1099 Form Required ☐ Yes ☒ No	Federal Participation ☒ Yes ☐ No
Project Title 67th Ave NE & 52nd St NE Intersection Improvements	
Description of Work Transpo Group USA, Inc. (Transpo) will provide engineering services to the City of Marysville for the design of improvements associated with the 67th Avenue NE & 52nd Street NE intersection. This includes the design of a new traffic signal and associated illumination, re-channelization of the intersection, and construction/reconstruction of curb ramps to meet current Americans with Disabilities Act (ADA) standards, if necessary. Transpo will lead and work in coordination with our subconsultants to provide a consistent overall project design across engineering disciplines. Transpo's team, inclusive of subconsultants, is referred to as the "Consultant" in the attached Exhibit A - Scope of Services.	
☒ Yes HWA ☒ Yes RES ☒ Yes RES, HWA ☐ Yes	☐ No DBE Participation ☐ No MBE Participation ☐ No WBE Participation ☒ No SBE Participation Total Amount Authorized: \$374,256.05 Management Reserve Fund: \$0.00 Maximum Amount Payable: \$374,256.05

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

Agreement Number: R2305

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the City of Marysville hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

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

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

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Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name: Nick Loutsis
 Agency: City of Marysville
 Address: 501 Delta Ave
 City: Marysville State: WA Zip: 98270
 Email: nloutsis@marysvillewa.gov
 Phone: 360-363-8105
 Facsimile:

If to CONSULTANT:

Name: Chris Cavallo
 Agency: Transpo Group USA, Inc.
 Address: 12131 113th Ave NE, Suite 203
 City: Kirkland State: WA Zip: 98034
 Email: chris.cavallo@transpogroup.com
 Phone: 425-821-3665
 Facsimile:

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

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V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

- A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.
1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
 2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.
A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all A&E sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov.
Failure to supply this information by either the prime CONSULTANT or any of their A&E sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.
The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.
 3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. (excluding Meals, which are reimbursed at the per diem rates identified in this section) These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

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4. **Fixed Fee:** The Fixed Fee, which represents the CONSULTANT'S profit, is shown in attached Exhibits "D" and "E" of this AGREEMENT. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
 5. **Management Reserve Fund (MRF):** The AGENCY may desire to establish MRF to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the MRF is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the MRF shall be made in accordance with Section XIII, "Extra Work."
 6. **Maximum Total Amount Payable:** The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the MRF. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- B. **Monthly Progress Payments:** The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the ICR and calculated fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct (RAW) Labor, Direct Non-Salary, and allowable ICR Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed Direct (RAW) Labor costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, Direct (RAW) Labor rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent, if applicable, upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit; all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) working days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

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D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and/or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's

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Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964
(42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973
(23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973
(29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975
(42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987
(Public Law 100-259)
- American with Disabilities Act of 1990
(42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged and any appropriate fixed fee percentage at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to

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date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs and appropriate fixed fee percentage in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

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XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold The State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and /or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated between the Parties.

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Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Nick Loutsis
 Agency: City of Marysville
 Address: 501 Delta Ave
 City: Marysville State: WA Zip: 98270
 Email: nloutsis@marysvillewa.gov
 Phone: 360-363-8105
 Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT amount or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

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The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V “Payment Provisions” until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENT’s over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

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XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, State security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

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Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT 's, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbings, recordings, visual displays, photographs, minutes of meetings,

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tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

DocuSigned by:

Ryan Peterson

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Signature

2/29/2024

Date

Signature

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

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Exhibit A Scope of Work

Project No.

see attached

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Exhibit A – Scope of Work

Client Name:	City of Marysville		
Project Name:	67th Ave NE & 52nd St NE Intersection Improvements		
Exhibit Dated:	January 22, 2024	TG:	1.23256.00

Scope of Services

Transpo Group (CONSULTANT) will provide engineering services to the City of Marysville (CLIENT) for the 67th Avenue NE & 52nd Street NE Intersection Improvements project (PROJECT). The work to be performed consists of engineering and preparing final plans, specifications, and estimates (PS&E) for improvements at the intersection of 67th Avenue NE & 52nd Street NE in Marysville, WA. The proposed improvements generally include:

- Roadway widening
- Sidewalks, curbs and gutters, and curb ramps
- Traffic signal system and intersection illumination
- Channelization to provide a left-turn lane and bike lanes for each approach.
- Pavement markings
- Stormwater drainage improvements

Key Assumptions

- The project includes federal funding.
- The CONSULTANT will lead coordination with Washington State Department of Transportation (WSDOT).
- All deliverables will be provided electronically via PDF and in their original file format.
- All readily available base mapping data for the project limits such as aerial photos, Geographic Information System (GIS) data, and as-built drawings will be provided by the CLIENT.
- Neither 67th Avenue NE nor 52nd Street NE are state routes.
- Roadway widening, sidewalk/curb/gutter, and stormwater drainage improvements will only be required on the east side of the north leg (67th Avenue NE) and the north side of the east leg (52nd Street NE).
- Final improvements on the east leg will tie into existing frontage improvements (approximately 400-ft east of the intersection).
- Final improvements on the north leg will terminate where proposed roadway widening ends (approximately 375-ft north of the intersection).
- Water, sewer, and gas utilities will not be impacted. Impacts, if any, are anticipated to be minor adjustments to grade and will not require any horizontal adjustments.
- Overhead utilities which are impacted by project improvements will not be undergrounded.
- Improvements will result in 5,000 sq-ft or less of new impervious surfaces.

Design Criteria

Reports and plans, to the extent feasible, shall be developed in accordance with the latest edition and amendments of the following:

1. City of Marysville, “Engineering Design & Development Standards” (EDDS)
2. WSDOT, “Design Manual”
3. Federal Highway Administration (FHWA) and WSDOT, “Manual on Uniform Traffic Control Devices for Streets and Highways”
4. AASHTO 2018, “A Policy on Geometric Design of Highways and Streets.”
5. City of Marysville Municipal Code (MMC)
6. Stormwater Management Manual for Western Washington (SWMM)



TASK 1 Project Management / Meetings

Project Management

The CONSULTANT shall provide direction to staff and review of their work over the course of the project. This task includes preparing monthly progress reports including the status of work elements.

Periodic monitoring of the project budget will occur over the course of the project. This task is intended to help monitor costs and budgets, and to propose corrective actions. These actions could include formal requests for budget increases, or scope modifications or reductions.

Drawings and documents received and generated over the course of the project require review, coordination, and file management. This information will be filed to facilitate ready and selective retrieval.

Subconsultant Coordination

Direction of the subconsultants and review of their work over the course of the project shall be provided by the CONSULTANT. This task includes reviewing the status of individual work elements completed by subconsultants, reviewing the subconsultant monthly progress reports, and the planning of future work items.

The following subconsultants are anticipated to be used on this project:

- MacKay Sposito (MacKay) – stormwater engineering, environmental, survey
 - ASM Affiliates – archaeological survey and reporting
 - Michael Minor & Associates (MM&A) – noise analysis
 - NV5 – hazardous materials analysis
- HWA GeoSciences, Inc. (HWA) – geotechnical engineering
- RES Group Northwest, LLC (RES) – right of way

Monthly Progress Reports and Invoices

Monthly progress reports and invoices shall be prepared by the CONSULTANT and shall include work performed during the billing period. These progress reports and invoices shall also include subconsultant work. Each month's progress report and invoice shall be submitted together to the CLIENT.

Coordination Meetings

The CONSULTANT shall prepare for and attend coordination meetings during the length of the project. These meetings will be the forums for the CLIENT and other stakeholders to provide input and guidance for the direction of the PROJECT. They will also be used to discuss PROJECT issues, approve submittals, and develop potential solutions.

Task 1 Assumptions

- *The duration of the PROJECT is estimated to be 34 months.*
- *Coordination meetings will be held remotely using Microsoft Teams.*
- *Coordination meetings will have an estimated duration of 1 hour each.*
- *The CONSULTANT will attend 14 coordination meetings.*
- *MacKay will attend 14 half-hour coordination meetings.*
- *HWA will attend 2 coordination meetings.*
- *RES will attend 2 coordination meetings.*
- *The CONSULTANT, MacKay, HWA, and RES will attend 1 project kick off meeting.*
- *The schedule updates will occur at the 30% submittal and the permit submittal.*

Task 1 CONSULTANT Deliverables

- *Monthly progress reports and invoices*
- *Project schedule updates (2 total)*



- *Coordination meeting agendas and meeting minutes*
- *Project kick off meeting agenda and meeting minutes*

Task 1 CLIENT Responsibilities

- *Attend meetings.*

TASK 2 Data Collection and Analysis

This task will provide the basis for confirming existing issues and constraints at the intersection. It will include gathering available data.

SUBTASK 2.1 – Site Visit

A site visit will be attended with the CLIENT to walk the project area, review existing site conditions, discuss CLIENT concerns, and assess potential solutions.

Subtask 2.1 Assumptions

- *The site visit duration will be approximately 2 hours.*
- *The CONSULTANT, MacKay, and HWA will attend the site visit.*

Subtask 2.1 CONSULTANT Deliverables

- *Attend site visit.*

Subtask 2.1 CLIENT Responsibilities

- *Attend site visit.*

SUBTASK 2.2 – Topographic Survey

Topographic surveying base map will be prepared to the extents as shown in the attached Survey and Environmental Limits Exhibit. Survey extents will generally include the full right-of-way width at the intersection, east half of the roadway for the north leg, and north half of the roadway for the east leg. The topographic survey will be supplemented with an aerial image.

Survey extents beyond the right of way are generally anticipated to be as follows:

- Parcel 30053500201200 (6721 52nd Street NE)
 - From south property line to 25-ft north
 - From west property line to 35-ft east
- Parcel 30053500201900 (No address)
 - From west property line to 35-ft east
- Parcel 00814200002100 (5205 66th Drive NE)
 - From south property line to 10-ft north
 - From east property line to 10-ft west

The base map will include sufficient ground data to generate a 1-foot contour interval and will incorporate right-of-way/property lines, structures, curb ramps, sidewalks, utilities, drainage structures/inlets, traffic signals, street signs, landscape areas and trees, and other pertinent features within the proposed mapping limits. Utility locate services will be notified to arrange to have the locations of existing utilities surface marked and these locations as marked will be incorporated into the base mapping. Overhead utility line heights will be measured at the northwest, southwest, and southeast corners of the intersection. The CONSULTANT is not responsible for the accuracy or timeliness of the markings provided by others. A search for survey monuments will be completed and Department of Natural Resources (DNR) Permits to Destroy and a Remonumentation Record of Survey will be filled if any monuments are at risk of being disturbed or destroyed during construction.

Subtask 2.2 Assumptions



- *Horizontal and Vertical Datum will be based on Horizontal = Washington State Plane Coordinate System NAD 83 and Vertical = NAVD 88.*
- *Underground utility locating service fees will be charged as a reimbursable expense to the CLIENT.*
- *Right-of-entries from private property owners needed to complete this subtask will be provided by the CLIENT.*
- *Utility inverts within the active roadway will not be provided.*
- *Pre and Post Construction Records of Survey are not included in this task.*
- *DNR Permits to Destroy and Remonumentation Record of Survey as required by RCWs (Revised Code of Washington) 58.24.030 and 58.24.040 are only necessary if construction will disturb or cause destruction of any existing survey monuments.*
- *The CLIENT will provide aerial imagery for the project location. If aerial imagery from the CLIENT is unavailable, existing available aerial imagery from Google Maps, Bing Maps, or similar, will be used. The imagery will be used as-is; the CONSULTANT will not be required to trace and/or recreate existing features from the aerial imagery for incorporation into the topographic survey cad. The CONSULTANT is not responsible for the accuracy of the aerial imagery.*

Subtask 2.2 CONSULTANT Deliverables

- *Topographic survey map (PDF format)*
- *AutoCAD 2020 CAD file*
- *DNR Permits to Destroy (if needed, assumes 1 monument)*
- *Remonumentation Record of Survey (if needed)*

Subtask 2.2 CLIENT Responsibilities

- *Provide list of utility companies within the existing right-of-way.*
- *Provide as-builts for project limits, if available.*
- *Provide right-of-entries.*
- *Recording of Remonumentation Record of Survey.*
- *Provide aerial imagery of the project area that can be used to supplement the topographic survey, if available.*

SUBTASK 2.3 – Right-of-Way Plan, Exhibits, and Legal Descriptions

The purpose of the right-of-way plan task is to properly delineate the additional right-of-way that needs to be acquired to complete this project. The CONSULTANT will provide legal descriptions and exhibits for the acquisition of right-of-way and temporary construction easements. Survey monuments will be set to delineate the new right-of-way.

Subtask 2.3 Assumptions

- *Right-of-Way will only be acquired from parcels:*
 - *30053500201200 (6721 52nd Street NE)*
 - *30053500201900 (No address)*
 - *00824100001200 (5115 66th Drive NE)*
 - *00814200002100 (5205 66th Drive NE)*
- *Right-of-Way acquisitions will require new survey monuments to be set and a Record of Survey to be filed.*
- *Right-of-Way acquisitions and/or easements will not be staked in the field.*
- *Temporary construction easements will only be required from parcels:*
 - *00814200002100 (5205 66th Drive NE)*

Subtask 2.3 CONSULTANT Deliverables

- *Legal descriptions and exhibits for right-of-way acquisitions (up to four).*
- *Legal descriptions and exhibits for temporary construction easements (up to one).*

- *A Record of Survey showing the right-of-way acquisition to be filed at the County per Revised Code of Washington (RCW) 58.09.*

Subtask 2.3 CLIENT Responsibilities

- *Provide title reports for all affected properties.*

SUBTASK 2.4 – Geotechnical Field Investigation and Analysis

The CONSULTANT will provide the following geotechnical services:

- Review readily available published literature and in-house files regarding soil and groundwater conditions in the project vicinity.
- Develop a traffic control plan for a geotechnical field investigation along the project alignment.
- Obtain a right-of-way permit from the CLIENT prior to performing a geotechnical field investigation within the right-of-way.
- Arrange for underground utility location (“Call before you dig”) prior to performing field activities.
- Coordinate traffic control services for use during the geotechnical field investigation.
- Advance up to 3 exploratory boreholes utilizing the hollow-stem auger drilling method, along the project alignment to characterize soil and groundwater conditions. Each borehole will be advanced to a depth of 25 ft. Soil samples will be collected at regular intervals and the pavement section thickness at each exploration location will be noted. Upon completion of drilling, boreholes will be decommissioned in general accordance with the requirements of Washington Administrative Code (WAC) 173-160.
- Perform geotechnical laboratory tests on select soil samples. For cost estimating purposes, it is assumed that up to 6 moisture content determinations and 6 grain size analyses will be performed. Natural moisture content tests will be in general accordance with ASTM standard test method D2216, *Standard Test Methods for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass*. Grain-size analyses will be in general accordance with ASTM standard test method D6913, *Standard Test Methods for Particle-Size Distribution (Gradation) of Soils Using Sieve Analysis*.
- Complete a preliminary evaluation of the feasibility of the stormwater infiltration at the site based on textural classification.
- Complete geotechnical engineering analyses related to signal pole foundation support and roadway embankment construction.
- Prepare a geotechnical report that includes:
 - A site map showing the approximate locations of the explorations.
 - Summary boring logs and results of laboratory testing.
 - Recommended lateral soil bearing pressures for use in design of traffic signal foundations.
 - General recommendations for earthwork construction, including the suitability of site soil for use as structural fill, wet weather earthwork, subgrade preparation, fill placement and compaction, dewatering considerations, and temporary excavation shoring.
 - Embankment construction recommendations, including recommended permanent slope inclinations and an evaluation of roadway embankment settlement.
 - A preliminary evaluation of stormwater infiltration feasibility, based on grain size characteristics and HWA’s experience with similar soil conditions.

Subtask 2.4 Assumptions

- *The pavement section at the borehole locations will not need to be patched with hot-mix asphalt.*
- *Asphalt concrete pavement at the proposed exploration locations is not underlain by Portland cement concrete pavement (i.e., no concrete coring will be required).*
- *The field exploration program will be completed during daylight hours on normal business days (i.e., no weekend and/or night drilling will be required and no work hour restrictions when working with the City’s right-of-way).*

- *The CLIENT will provide a Right-of-way permit at no cost to the CONSULTANT.*
- *The planned explorations do not include an environmental site assessment, and the project site is assumed to be free of hazardous or contaminated materials.*
- *Pavement design recommendations will be provided by others, and HWA will not be requested to complete California bearing ratio (CBR) testing.*
- *Stormwater infiltration is considered infeasible. If the preliminary infiltration evaluation indicates that infiltration is feasible, an amendment will be required to develop a design infiltration rate.*
- *No retaining walls are proposed at the project site.*

Subtask 2.4 CONSULTANT Deliverables

- *Traffic control plan*
- *Right-of-way Permit application*
- *Draft geotechnical report*
- *Final geotechnical report*

Subtask 2.4 CLIENT Responsibilities

- *Review and provide comments on the deliverables.*
- *Provide right-of-way permit.*

TASK 3 Environmental Permitting

SUBTASK 3.1 – Critical Areas Delineation and Report

The CONSULTANT will delineate wetland and water boundaries within the study area at the project site as shown in the attached Survey and Environmental Limits Exhibit and further described within this Subtask. The wetland delineation will be conducted in accordance with the methods described in the 1987 Corps of Engineers Wetland Delineation Manual (Environmental Laboratory 1987) and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coasts (Version 2.0) (USACE 2010). Field data will be collected on standardized wetland delineation data forms. Wetland boundaries and ordinary high-water marks (OHWM) will also be flagged with flags labeled alpha-numerically to designate a specific wetland and flag location. The OHWM will be delineated following the latest guidance from the Washington State Department of Ecology (Ecology) and U.S. Army Corps of Engineers Regulatory Guidance.

A critical areas assessment report will be prepared that includes sections detailing site conditions, methods used to delineate wetlands, description of on-site soils and water, and findings that include wetland classification and ratings. Wetland ratings will be determined for each delineated wetland using the Washington State Wetland Rating System for Western Washington. This document will be prepared to document wetland / waters boundaries and associated buffers to support critical areas permitting. The assessment report will also address fish and wildlife habitat critical areas.

Subtask 3.1 Assumptions

- *Routine methodology can be used to delineate on-site wetlands.*
- *The study area will encompass the full length of the project and be restricted to the right-of-way except where right-of-way acquisition or temporary construction easements are proposed or where prudent to obtain additional data to verify permitting requirements. The study area will be confirmed with the CLIENT prior to conducting fieldwork.*
- *Fieldwork to perform the on-site wetland delineation can be completed within 2 days each for two wetland scientists.*
- *Access to the site and site conditions will not prevent work from being completed in the allotted time. Rights-of-entry will be obtained by the CLIENT and will not require any landowner coordination for CONSULTANT staff.*
- *Up to three Western Washington rating forms for onsite wetlands are included.*
- *One site visit with regulatory agencies to confirm wetland boundaries is included.*
- *No violations have occurred to on-site wetlands.*

- *Geologic hazard, cultural resource, and critical aquifer recharge area documentation is not included in this subtask.*
- *The Critical Areas Delineation Report and Mitigation Bank Use Plan will be submitted to comply with the City of Marysville Municipal Ordinance. The CLIENT will pay all review fees.*
- *The project is not located within the jurisdictional limits of shorelines of the state.*

Subtask 3.1 CONSULTANT Deliverables

- *Draft Critical Areas Assessment Report*
- *Final Critical Areas Assessment Report*
- *Electronic data for wetland boundaries as a shapefile or other acceptable format.*

Subtask 3.1 CLIENT Responsibilities

- *Provide right-of-entries.*
- *Pay review fees.*
- *Review and provide comments on the deliverables.*

SUBTASK 3.2 – SEPA Checklist

The CONSULTANT will prepare a State Environmental Policy Act (SEPA) Checklist, as required by WAC 197-11-160. The checklist is required to demonstrate compliance with SEPA and identify whether the project has any significant environmental impacts.

Subtask 3.2 Assumptions

- *A determination of non-significance is expected. Documentation required for a determination of significance is not included.*
- *Up to four hours of public comment response is included.*
- *The CLIENT will be responsible for payment of all review fees.*

Subtask 3.2 CONSULTANT Deliverables

- *Draft SEPA Checklist*
- *Final SEPA Checklist*

Subtask 3.2 CLIENT Responsibilities

- *Review and provide comments on the deliverables.*
- *Pay review fees.*

SUBTASK 3.3 – Section 401 and 404 Clean Water Act

We expect the project to comply with nationwide permit 14 (linear transportation projects) or 23 (approved categorical exclusions) and require a Joint Aquatic Resource Permit Application (JARPA). The CONSULTANT will prepare a JARPA application. A separate Mitigation Bank Use Plan will also be prepared under Subtask 3.4. The CONSULTANT will track review of the JARPA with the Corps and other agencies.

Subtask 3.3 Assumptions

- *The project will be permitted using one or more nationwide permits (NWP 14 [Linear Transportation Projects] and/or NWP 23 [Approved Categorical Exclusion]). If project impacts exceed thresholds for nationwide permits, a contract amendment will be required.*
- *The CLIENT will submit a Pre-Application Meeting Request to Ecology; individual 401 review by Ecology is expected. Coordination with Ecology to obtain the 401 Water Quality Certification is included.*
- *A Water Quality Monitoring Protection Plan (WQMPP) is not included because in-water work is not anticipated.*

Subtask 3.3 CONSULTANT Deliverables



- *Draft JARPA*
- *Final JARPA*
- *Draft WQMP (if the project is not pre-certified by Ecology)*
- *Final WQMP (if the project is not pre-certified by Ecology)*

Subtask 3.3 CLIENT Responsibilities

- *Submit a Pre-Application Meeting Request to Ecology*
- *Review and provide comments on the deliverables.*

SUBTASK 3.4 – Mitigation Bank Use Plan

The CONSULTANT will prepare a mitigation bank use plan to support purchase of mitigation bank credits from the Terrace Mitigation Bank for offsetting impacts to wetlands. The plan will be prepared in accordance with Using Credits from Wetland Mitigation Banks: Guidance to Permit Applicants on Submittal Contents for Bank Use Plans (Interagency Review Team 2022).

Subtask 3.4 Assumptions

- *Impacts to wetlands can be mitigated by purchasing mitigation bank credits.*
- *Credits will be available for use at Snohomish Basin Mitigation Bank at the time of the JARPA submittal. An out-of-service area request is not included.*
- *A mitigation plan and permittee-responsible mitigation will not be required.*
- *No monitoring is included in this task*

Subtask 3.4 CONSULTANT Deliverables

- *Draft mitigation bank use plan*
- *Final mitigation bank use plan*

Subtask 3.4 CLIENT Responsibilities

- *Review and provide comments on the deliverables.*

SUBTASK 3.5 – NEPA Support

A Categorical Exclusion (CE) Documentation Form and supporting documentation will be required to comply with Federal Highway Administration (FHWA) requirements under the National Environmental Policy Act (NEPA). The CONSULTANT will prepare the CE Documentation Form and supporting documents. Anticipated supporting documents included in this task include an agricultural lands memorandum, environmental justice population presence documentation, and sole source aquifer checklist. The CONSULTANT will meet with CLIENT and WSDOT staff during the outset of the project to confirm the documentation needs for the project. The reports and memoranda will be based on the wetlands and stream assessment report, stormwater discipline report, online resources, and construction plans. The CONSULTANT will provide draft copies of all documents to the CLIENT for review. Upon making any necessary changes to the draft documents, the CONSULTANT will provide the final documents to the CLIENT for submittal to WSDOT and other agencies as appropriate.

Subtask 3.5 Assumptions

- *The CLIENT will participate in up to two (virtual) meetings with the City and WSDOT to discuss the project.*
- *Environmental justice will require minimal documentation; an environmental justice memo or more stringent reporting is not included.*
- *Documents will be prepared using WSDOT templates, as appropriate.*
- *The following disciplines will not require project-specific documentation outside of a brief description in the CE Form: air quality, Coast Guard, bald eagles, floodways/floodplains, 4(f), 6(f), rivers, and tribal lands.*
- *The hydraulic report, noise, cultural, critical areas, and endangered species act documentation required for CE will be prepared in other tasks/subtasks.*

Subtask 3.5 CONSULTANT Deliverables

- Draft CE Documentation Form and supporting documents
- Final CE Documentation Form and supporting documents

Subtask 3.5 CLIENT Responsibilities

- Review and provide comments on the deliverables.

SUBTASK 3.6 – Construction Stormwater General Permit

The CONSULTANT shall prepare the Preliminary Notice of Intent for the Construction Stormwater General Permit authorization application.

Subtask 3.6 Assumptions

- All annual permit renewal fees will be the responsibility of the CLIENT.
- Up to \$300 expense is included for public notice newspaper fees.
- The SWPPP for the project including best management practices and the erosion control plan will be prepared under another task/subtask.
- A site plan to meet Ecology's NOI submittal requirements will be provided under other tasks/subtasks.
- The City of Marysville will transfer stormwater permit coverage to the contractor once the construction contract is awarded.

Subtask 3.6 CONSULTANT Deliverables

- Preliminary Notice of Intent for the Construction Stormwater General Permit authorization application

Subtask 3.6 CLIENT Responsibilities

- Review and provide comments on the deliverables.
- Transfer stormwater permit coverage to the contractor.

SUBTASK 3.7 – Stormwater Pollution Prevention Plan (SWPPP)

The CONSULTANT will prepare a Stormwater Pollution Prevention Plan for project construction. Work will entail visually examining the site to document existing conditions and then preparing the SWPPP using the Washington State Department of Ecology template. The fieldwork required for this task will be conducted in conjunction with fieldwork required for other tasks/subtasks. The CONSULTANT will communicate with the CLIENT and design engineers via email or telephone to obtain the information necessary to complete the SWPPP. Ecology requires that the SWPPP include the project Grading and Erosion Control Plans (engineering drawings) and the stormwater sampling location(s) identified. Proposed Stormwater Best Management Practices (BMPs) will follow recommendations from Ecology for the given site-specific conditions of this project.

Subtask 3.7 Assumptions

- None.

Subtask 3.7 CONSULTANT Deliverables

- Draft SWPPP
- Final SWPPP

Subtask 3.7 CLIENT Responsibilities

- Review and provide comments on the deliverables.

SUBTASK 3.8 – Biological Assessment

The CONSULTANT will prepare a biological assessment (BA) to address potential adverse effects to federally listed fish species within the project action area. The BA format will follow the WSDOT BA template. All sections will be prepared as suggested in WSDOT's Biological Assessment Preparation for Transportation Projects: Advanced Training Manual. The CONSULTANT will communicate with project engineers to accurately describe the various elements of the project, identify avoidance and minimization measures, and assess impacts to stream, riparian, and wetland habitats. The CONSULTANT will communicate with local biologists, as needed, to obtain site-specific information regarding listed species and potential adverse effects.

Subtask 3.8 Assumptions

- *The CONSULTANT will address two rounds of comments / edits from WSDOT and one round of comments / edits from FHWA.*
- *No surveys for sensitive, threatened, or endangered species will be required.*
- *The project will result in No Effect to listed terrestrial species under the jurisdiction of the US Fish and Wildlife Service.*
- *The proposed project does not include in-water work.*
- *No changes in the project design will occur once the draft BA has been submitted to the CLIENT.*
- *All information on species presence and abundance, habitat quantity and quality, and watershed conditions can be obtained from available documents.*

Subtask 3.8 CONSULTANT Deliverables

- *Endangered Species Act Stormwater Design Checklist*
- *Draft Biological Assessment*
- *Final Biological Assessment*

Subtask 3.8 CLIENT Responsibilities

- *Review and provide comments on the deliverables.*

SUBTASK 3.9 – Cultural Resource Survey

The CONSULTANT will conduct an archaeological survey and preparation of a final report. All services will be provided in accordance with the Washington State Department of Transportation (WSDOT) and Department of Archaeology and Historic Preservation (DAHP) guidelines, and managed by the CONSULTANT's archaeologists, architectural historians, and/or historians who exceed the Secretary of the Interior's Professional Qualification Standards.

Area of Potential Effect (APE) Memorandum – The CONSULTANT will prepare an area of potential effect (APE) memo for dissemination to WSDOT and DAHP defining the project extents and proposed archaeological field methods for the project.

Records/Title Search – Prior to the initiation of fieldwork, the CONSULTANT will conduct records searches of site forms and previous cultural resources reports on file at the DAHP, as well as archival review of other existing documentation that may be useful to determine cultural resources concerns or historical properties located within 1-mile of the project area. Library and online resources will also be consulted to check historic land survey and patent maps, topographic maps, and other pertinent historical documents.

Field Survey – Fieldwork will include an intensive survey to examine all exposed ground surfaces for archaeological resources. Subsurface excavation will be conducted using a systematic method to determine if unknown significant sites are present below the ground surface. The CONSULTANT will conduct subsurface excavations at regular intervals in accessible areas. Shovel test probe (STP) excavations will be used to determine the presence, extent, and structure of subsurface deposits, and assist in the determination of the nature of any identified site boundaries. If necessary, auger probes will be excavated at the base of STPs in areas where project excavation is planned to extend greater than three feet below surface. Sediment from excavations will be screened through ¼-in. hardware mesh. will be



documented on the CONSULTANT's forms, which include provenience location, artifact inventory, information on sediment type and color, termination depth, and general observations. The locations of excavations and all identified cultural resources will be documented with submeter accuracy global positioning systems (GPS) handheld devices and included on report quality figures within the technical report.

Technical Report/Memo Preparation – The CONSULTANT will prepare a technical report containing the requisite written documentation in compliance with the WSDOT and DAHP processes. The report will include a historic overview, methodology, survey findings, identification of known historical resources, recommended mitigation and/or provide recommendations for any further work required for compliance.

Subtask 3.9 Assumptions

- *A maximum of 30 STP excavations will be conducted for the fieldwork.*
- *No cultural resources will be identified within the project APE.*
- *If cultural resources are present within the study area an additional fee per resource would be required to cover the cost of documentation.*
- *Indirect impacts analysis is not required.*
- *NRHP evaluation, data recovery, and/or on-site monitoring for any cultural resources identified will be performed under a separate contract.*

Subtask 3.9 CONSULTANT Deliverables

- *APE Memo*
- *Technical memo*

Subtask 3.9 CLIENT Responsibilities

- *Provide right-of-entries.*

SUBTASK 3.10 – Noise Analysis

The CONSULTANT will perform a traffic noise analysis at the intersection of 67th Avenue NE and 52nd Street NE. The scope assumes that the project will not meet the thresholds for requirement of an FHWA Type 1 noise analysis, and only a supporting technical memorandum will be required.

The CONSULTANT will provide an initial analysis to confirm whether the project meets or does not meet the requirements for an FHWA Type 1 noise analysis. The initial analysis will be based on the guidelines presented in the current Federal-Aid Policy Guide, Subchapter H, Part 772, Procedures for Abatement of Highway Traffic Noise and Construction Noise (FHWA 2010) and the 2020 Traffic Noise Policy and Procedures (WSDOT 2020). The project will be reviewed to determine the level of noise analysis required under the FHWA and WSDOT policy. Under FHWA and WSDOT, only projects that are determined to be a Type 1 project are required to have a detailed noise study. If the project is determined to be a Type I project, then the entire project area would be defined in the environmental document as Type I.

If no Type 1 components are identified, then a detailed noise analysis is not anticipated to be required, and a brief technical memorandum will be prepared to support those findings. If the review determines the project does meet Type 1 requirements, an amendment will be needed to develop the Type 1 analysis.

Subtask 3.10 Assumptions

- *The project will not be considered Type 1.*
- *A detailed noise study will not be required.*

Subtask 3.10 CONSULTANT Deliverables

- *Draft noise technical memorandum*
- *Final noise technical memorandum*

Subtask 3.10 CLIENT Responsibilities



- *Review and provide comments on the deliverables.*
- *Provide aerial imagery of the project site.*

SUBTASK 3.11– Hazardous Materials

The CONSULTANT will provide a low-level hazardous materials analysis for the project. The low-level hazardous materials analysis will be performed in general accordance with WSDOT Environmental Procedures Manual Chapter 447 and WSDOT’s guidance titled “RIGHT SIZE” your Hazardous Materials Discipline Report, updated in April 2020. The scope of services for this study will include the following:

- Review internal project files and geotechnical reports, Phase I and Phase II Endangered Species Act (ESA) reports, or other relevant documents pertaining to environmental conditions within the project work area.
- Review readily available online geological and hydrogeological information for the Site.
- Review the Washington Department of Ecology’s online regulatory database system for information on sites adjacent to the project that may be listed on one or more environmental regulatory databases.
- Summarize the results of the research in a memorandum that will be prepared in general accordance with the outline for WSDOT hazardous material memorandum, including a discussion of geology and hydrogeology, land uses in the vicinity of the Project, the anticipated depth of excavations during construction, proposed property acquisitions (if any), the anticipated depth to groundwater beneath the Project, and a summary of research methodology and findings. The memorandum will identify potential sites of concern located within or adjacent to the Project.

Our scope of services is limited to only those items listed above. This project scope does not include completion of a site reconnaissance or windshield survey; a review of regulatory agency files for sites adjacent to the Project that may be listed on regulatory databases; a third-party vendor regulatory database report (e.g., EDR report); an asbestos survey; environmental compliance audit; an evaluation for the presence of polychlorinated biphenyls (PCBs) in light ballasts; a survey for radon gas, lead-based paint, or urea-formaldehyde insulation; a toxic mold or biological hazards survey; or a wetlands determination or delineation.

Subtask 3.11 Assumptions

- *None.*

Subtask 3.11 CONSULTANT Deliverables

- *Draft hazardous materials analysis memorandum*
- *Final hazardous materials analysis memorandum*

Subtask 3.11 CLIENT Responsibilities

- *Review and provide comments on the deliverables.*
- *Provide previously prepared geotechnical reports, Phase I and Phase II ESA reports, and other relevant documents pertaining to environmental conditions for within and/or adjacent to the project site, if available.*

TASK 4 Right-of-Way Services

The CONSULTANT will provide the following Right-of Way services:

- Review City supplied title reports for affected parcel and provide Title Review Memo identifying all potential encumbrances to project team members.
- Prepare a ROW Funding Estimate for all impacted parcels in compliance with WSDOT standards.
- Prepare initial scheduling for ROW acquisition.

Task 4 Assumptions



- *All forms and documents shall comply with WSDOT standards and in accordance with statutory requirements.*

Task 4 CONSULTANT Deliverables

- *ROW Funding Estimate for up to four (4) parcels*
- *Initial schedule*
- *Title review memos*

Task 4 CLIENT Responsibilities

- *Provide title reports for all properties impacted by the PROJECT.*

TASK 5 Preliminary Engineering

SUBTASK 5.1 – Traffic Analysis

The CONSULTANT will analyze existing weekday PM period traffic conditions using data from the Transportation Element update at the intersection. This data will be used to provide recommended left turn lane storage lengths for each intersection approach. Synchro software will be utilized to analyze existing and future traffic operations, queue lengths, and levels-of-service at the intersection. The purpose of this analysis will be to establish baseline and future build conditions for vehicle delay and level-of-service at the intersection. The CONSULTANT will prepare a short technical memorandum summarizing the analysis and will provide the memorandum to the CLIENT for review and approval.

Subtask 5.1 Assumptions

- *Microsimulation modeling is not required.*
- *Each approach leg will consist of one left turn lane and one shared through/right lane.*
- *Traffic counts will be invoiced as a reimbursable expense.*
- *Traffic analysis for pedestrians/bicycles is not required.*
- *Traffic signal warrant analysis is not required.*

Subtask 5.1 CONSULTANT Deliverables

- *Draft traffic memorandum*
- *Final traffic memorandum*

Subtask 5.1 CLIENT Responsibilities

- *Review and provide comments on the deliverables.*

SUBTASK 5.2 – Franchise Utility Location and Coordination

The CONSULTANT will coordinate with franchise utility providers to identify potential utility conflicts within the project area, and if feasible, the design will be modified to avoid utility conflicts. It is anticipated the franchise utilities will require relocation. Coordination with utility providers will include the following:

- Providing a copy of the survey base mapping for verification of utility locations.
- Providing a copy of the 30-percent design for review.
- Providing a copy of the 60 and 90-percent designs for review.
- Providing a copy of the final design for information only.
- Attending up to one (1) on-site coordination meetings.
- Coordinating with Snohomish PUD for electrical service for the traffic signal system.
- Coordinating with utility providers during PS&E development. The CONSULTANT will provide support up to the amount shown in the fee proposal. Additional hours, if needed, will be considered additional work to be negotiated as a supplemental agreement.

Subtask 5.2 Assumptions



- *Utility relocation design will be provided by utility providers, if needed.*
- *Right-of-way acquisition and/or easements associated with utility relocation will be provided by utility providers, if needed.*

Subtask 5.2 CONSULTANT Deliverables

- *Identify utility conflicts.*
- *Coordinate with utility providers.*
- *Attend up to one coordination meeting.*

Subtask 5.2 CLIENT Responsibilities

- *Provide list of and contact information for utility companies within the existing right-of-way.*
- *Assist with utility provider coordination.*
- *Pay fees associated with new service connections and/or any other fees levied by utility providers.*

SUBTASK 5.3 – Utility Potholing

The proposed improvements may require and/or benefit from having subsurface utility potholing performed. The CONSULTANT shall coordinate the potholing. For estimating purposes, it is assumed 4 locations will be potholed. If additional potholes are required, this will be provided as an extra service.

Subtask 5.3 Assumptions

- *Utility potholing services will be invoiced as a project expense. The fee provided at the time of contracting is an estimate only. If the actual cost is higher than estimated, the CONSULTANT will coordinate with the CLIENT to discuss options.*
- *Potholing for each location will occur under the same mobilization.*
- *Repairs for potholing will be cold mix asphalt patch, if located within concrete sidewalk or roadway.*
- *The CLIENT will not charge a permitting fee for potholing.*
- *If potholes are located within existing pavement, patching with hot-mix asphalt will not be required.*

Subtask 5.3 CONSULTANT Deliverables

- *Potholing data (up to 4 locations, if needed)*

Subtask 5.3 CLIENT Responsibilities

- *None.*

SUBTASK 5.4 – Preliminary Design

The purpose of this subtask is to develop and refine project improvements to represent an approximate 30 percent design level. The final concept will be the basis for Task 6. The CONSULTANT will prepare a conceptual figure for improvements at the 67th Avenue NE & 52nd Street NE intersection in AutoCAD. The layout will include preliminary cut and fill limits.

Preliminary construction cost estimate will also be prepared for project improvements based on recent bid tabs from City of Marysville and/or WSDOT projects.

Subtask 5.4 Assumptions

- *Construction plans, contract, and specifications are not included.*
- *Preliminary cut and fill limits will be included; detailed grading will not be included.*
- *The preliminary design will be used to support the environmental permitting process and right of way process.*
- *Two submittals are included for this subtask; a preliminary concept and a final concept which will include revisions based on comments received from the CLIENT.*
- *Multiple design vehicle types may be analyzed at the intersection; however, only one design vehicle type will be analyzed per turning maneuver*



Subtask 5.4 CONSULTANT Deliverables

- Preliminary concept figure (one figure)
- Preliminary cost estimate
- Final concept figure (one figure)
- Final cost estimate
- Design vehicle swept path analysis figures for left- and right-turn vehicle maneuvers as follows:
 - Northbound and southbound left-turn maneuvers (one figure)
 - Eastbound and westbound left-turn maneuvers (one figure)
 - Northbound, southbound, eastbound, and westbound right-turn maneuvers (one figure)

Subtask 5.4 CLIENT Responsibilities

- Review and provide comments on the deliverables.
- Provide recent bid tabs from City of Marysville projects.
- The CLIENT will identify the design vehicle type for each turning maneuver.

TASK 6 Final Engineering**SUBTASK 6.1 – Stormwater Report**

The purpose of this subtask is to ensure and provide the documentation showing that the proposed improvements comply with the relevant stormwater standards. These standards include the MMC, EDDS, and SWMM. The Drainage Report will include off-site analysis, as required in MMC, as well as complying with the Minimum Requirements in SWMM.

Subtask 6.1 Assumptions

- For the off-site analysis required in MMC, we will use the upstream drainage report for incoming flows and downstream analysis extents will be to the south fork of Jones Creek, behind 5306 67th Avenue NE.
- The CLIENT will not decrease the allowable release rate for the improvements.
- A rough estimation of impacts from future widening will be included in the Stormwater Report. This estimation will include an approximate length and width of future widening. The estimation will not include specific drainage basins or preliminary design of the stormwater collection system.

Subtask 6.1 CONSULTANT Deliverables

- Drainage Plan consistent with Chapter 4 of the EDDS, Chapter 14 of the MMC, the SWMM, and the Low Impact Development (LID) Manual.
- Comprehensive Drainage Report consistent with Volume 1 of the SWMM and forward compatible with future widening and sidewalk extensions.

Subtask 6.1 CLIENT Responsibilities

- Provide limits/extents and dimensions for future widening.
- Review and provide comments on the deliverables.

SUBTASK 6.2 – 60% Submittal

The CONSULTANT's 60% submittal shall include plans, outline (titles) of anticipated special provisions, quantities, and cost estimate. The design submittal is anticipated to include the following plan sheets:

- Cover sheet (Transpo)
- Existing conditions (MacKay)
- Right of way plan (MacKay)
- TESC plans (MacKay)
- Site prep/demolition plan (Transpo)
- Paving plans (Transpo)



- Stormwater plan (MacKay)
- Channelization plans (Transpo)
- Traffic signal plan (Transpo)
- Streetlighting plan (Transpo)
- Maintenance of traffic (Transpo)

Subtask 6.2 Assumptions

- *Construction contract and specifications are not included.*
- *Streetlighting improvements will be provided along new frontages as needed to supplement existing streetlighting along frontages on the opposite sides of the street.*
- *The make/model of existing SnoPUD streetlight fixtures will be provided by SnoPUD. If SnoPUD is unable to provide this information, the CONSULTANT will make an assumption(s) on the existing fixture type(s) based on information collected during the site visit.*
- *Improvements will be provided to wirelessly interconnect the proposed traffic signal to the existing traffic signal at 52nd Avenue NE and Sunnyside Boulevard intersection. Traffic signal plans and/or supporting calculations for the 52nd Avenue NE and Sunnyside Boulevard intersection will not be required.*

Subtask 6.2 CONSULTANT Deliverables

- 60% plans
- 60% cost estimate
- Outline (titles) of anticipated special provisions

Subtask 6.2 CLIENT Responsibilities

- *Review and provide comments on the deliverables.*
- *Provide work hour and/or lane closure restrictions, if any.*
- *Provide calculated liquidated damages amount for inclusion within the contract.*
- *Lump sum traffic control bid item payment will not be used.*

SUBTASK 6.3 – 90% Submittal

The CONSULTANT's 90% submittal shall include plans, quantities, cost estimate, contract document, specifications, and special provisions. The CONSULTANT shall coordinate with WSDOT Local Programs to obtain the latest PS&E checklist for preparation of the specifications and special provisions. All 60% submittal comments received shall be incorporated into the submittal. The design submittal is anticipated to include the following plan sheets:

- Cover sheet (Transpo)
- Notes, legend, and abbreviations (Transpo)
- Existing conditions (MacKay)
- Alignment control (Transpo)
- Right of way plan (MacKay)
- TESC notes (MacKay)
- TESC plans (MacKay)
- Site prep/demolition plan (Transpo)
- Paving plans (Transpo)
- ADA curb ramp details (Transpo)
- Stormwater plans (MacKay)
- Stormwater profiles and details (MacKay)
- Channelization plans (Transpo)
- Traffic signal plans (Transpo)
- Traffic signal wiring diagram (Transpo)
- Traffic signal pole schedule (Transpo)
- Streetlighting plan (Transpo)
- Maintenance of traffic (Transpo)



Subtask 6.3 Assumptions

- *Temporary pavement marking plans and/or temporary barriers will not be required.*
- *Retaining walls will not be required.*
- *Detour plans for pedestrians during construction are not anticipated to be required. A general note(s) and standard detail(s) to provide guidance to the contractor for maintaining pedestrian access will be provided.*
- *Streetlighting will be owned and operated by the City of Marysville.*
- *Streetlighting and traffic signal service will be shared in a single cabinet located adjacent to the new traffic signal controller cabinet.*
- *SnoPUD will provide electrical transformer design, if needed.*
- *Custom designed traffic signal and/or streetlight pole foundations will not be required.*

Subtask 6.3 CONSULTANT Deliverables

- *Responses to 60% comments*
- *90% plans*
- *90% cost estimate*
- *90% contract document, specifications, and special provisions*
- *Maximum Extent Feasible (MEF) documentation, if needed*
- *Patented/Proprietary Item Certification documentation, if needed for traffic signal equipment*
- *Traffic signal calculations*
- *Intersection and roadway illumination calculations*

Subtask 6.3 CLIENT Responsibilities

- *Provide current version of City of Marysville contract documents and special provisions.*
- *Review and provide comments on the deliverables.*

SUBTASK 6.4 – WSDOT Submittal

The WSDOT submittal shall be the complete PS&E package submittal for obtaining Disadvantaged Business Enterprise (DBE) and training goals, and WSDOT Local Programs review for approval to advertise. The 90% Design Plan submittal comments shall be incorporated into the WSDOT submittal. The WSDOT submittal shall be used for the CLIENT to advertise for bid. The CONSULTANT anticipates completing Subtask 6.4 by 09/15/2026 following contract execution no later than 03/20/2024. This schedule is an estimate only and assumes timely agency review, permitting, and right of way processes. This schedule can be impacted by factors outside the control of the CONSULTANT. Should the scope of services or project information change following contract execution, the CONSULTANT will notify the CLIENT if these changes will affect the schedule.

Subtask 6.4 Assumptions

- *WSDOT review will primarily focus on the Division 1 specifications and special provisions.*
- *Revisions to the plans, cost estimate, Divisions 2 through 9 specifications and special provisions, and City of Marysville contract documentation will not be required.*
- *The submittal to WSDOT will be used as the bid-ready submittal, except Division 1 specifications and special provisions comments from WSDOT will be addressed, as needed.*

Subtask 6.4 CONSULTANT Deliverables

- *Responses to 90% comments*
- *Plans, cost estimate, contract document, specifications, and special provisions*
- *Supporting documentation as needed*

Subtask 6.4 CLIENT Responsibilities

- *Advertise and bid PROJECT.*



Exhibit B DBE Participation

This project has a voluntary 10 percent Small Business Enterprise (SBE) goal.

Agreement Number: R2305

Exhibit D
Prime Consultant Cost Computations

see attached

Agreement Number: R2305

Transpo Group USA, Inc.
Cost Estimate Worksheet



Number / Project Name
1.23256.00 / 67th Ave & 52nd St Int Imp.

Rate schedule is effective from July 1, 2023 through June 28, 2024
Only key staff are shown and other staff may work on and charge to the project as needed by the project manager.

		Project Manager	Principal in Charge	Proj. Eng./ Traffic Lead	Civil Lead	Staff Engineer L3	Staff Engineer L2	Staff Engineer L1	Project Admin	Project Admin
		Eng L5	Prin L7	Eng L4	Eng L4	Eng L3	Any L2	Any L1	PA L5	PA L4
		\$79.33	\$96.15	\$60.10	\$57.69	\$52.88	\$46.63	\$42.31	\$62.50	\$48.08
Labor	Work Task									
	Task 1 - Project Management / Meetings									
	- Project Management									
	- 34 months (assume on hold for 20 months due to permitting)	14	2							
	- Schedule updates x 2	3								
	- Subcontractor Coord									
	- 34 months (assume on hold for 20 months due to permitting)	20								
	- Monthly Progress Reports and Invoices									
	- 34 months (assume on hold for 20 months due to permitting)	10						2	8	
	- Coordination Meetings									
	- Kick off meeting x 1	2		2	2					
	- Coord meetings x 14	14		7	7					
	- Meeting agendas x 15	5								
	- Meeting notes/Minutes x 15	6								
	Task 2 - Data Collection and Analysis									
	- Subtask 2.1 - Site Visit	4								
	- Subtask 2.2 - Topographic Survey			1	1		2		1	
	- Subtask 2.3 - ROW Plan, Exhibits, and Legal			2	3					
	- Subtask 2.4 - Geotech Field Investigation and Analysis			2	3					
	Task 3 - Environmental Permitting									
	- Subtask 3.1 - Critical Areas Delineation and Report	1		1	2					
	- Subtask 3.2 - SEPA Checklist	1		1						
	- Subtask 3.3 - Section 401 and 404 Clean Water Act	1		1						
	- Subtask 3.4 - Mitigation Bank Use Plan	1		1						
	- Subtask 3.5 - NEPA Support	1		1	2					
	- Subtask 3.6 - Cumulative Impacts/Financial Review			1						
	- Subtask 3.7 - SWPPP									
	- Subtask 3.8 - Biological Assessment	1								
	- Subtask 3.9 - Cultural Resource Survey	1								
	- Subtask 3.10 - Noise Analysis			2	1					
	- Subtask 3.11 - Hazardous Materials	1			1					
	Task 4 - Right-of-Way Services	1		3						
	Task 5 - Preliminary Engineering									
	- Subtask 5.1 - Traffic Analysis									
	- Existing traffic volumes			1						
	- Future demand			9		12				
	- Traffic Ops and Level-of-Services			2		6				
	- Memo	2		10		16				
	Task 5.2 - Intersection Utility Location and Coordination									
	- Survey coord			1						
	- 30% design submittal			1						
	- 60% design submittal			1						
	- 90% design submittal			1						
	- Final design submittal			1						
	- Site visit (x1)	1.3		1.5						
	- Electrical service application and coord			2		4				
	- General coordination	2		5	2					
	- Subtask 5.3 - Utility Prebidding							3		
	- Subtask 5.4 - Preliminary Design									
	- Horizontal layout, signal layout, lighting layout	2		12	4	20	16			
	- C-30 modeling	1			8	24				
	- Prelim concept figure (x1)	1		4	2					
	- Prelim cost estimate			2	2	4	2			
	- Swept path analysis figures (x3)	1		2			8			
	- Final concept figure (x1)			3	1		8			
	- Final cost estimate	1		1	1	2	1			
	Task 6 - Final Engineering									
	- Subtask 6.1 - Stormwater Report	2			4		4			
	- Subtask 6.2 - 60% Submittal									
	- C-30 modeling	2			6	20				
	- Plans (x12)	2			8	12	24	40	40	
	- Cost estimate	1			2	2	4	4		
	- Special provisions outline	2			3					
	- Subtask 6.3 - 90% Submittal									
	- 60% comment responses			2	2					
	- C-30 modeling	2			4	10				
	- Plans (x2)	2.3		9	12	24	44	44		
	- Cost estimate	1		2	2	2	4	4		
	- Contract/Special provisions packet			2						
	- NEPA documentation			2			8			
	- Patented/Proprietary Item Cert documentation			2						
	- Signal catch package			4						
	- Illumination catch package			2			24			
	- Subtask 6.4 - WSDOT Submittal							8		
	- 90% comment responses			2	2					
	- Plans (x2)	1.3		3	3	5	10	12		
	- Cost estimate	1		2	2	2	2			
	- Contract/Special provisions packet	2		4						
	- Signal catch package			2			8			
	- Illumination catch package			1			4			

TASK 09 - Reimbursable Expenses:		Item	Reimbursable Cost
1	Travel expenses (mileage)		\$350
2	Utility prebidding		\$8,000
3			\$0
4			\$0
5			\$0
6			\$0
7			\$0
8			\$0
9			\$0
10			\$0
11			\$0
12			\$0
Total Reimbursable Expenses			\$8,350

Subconsultants:		Firm	Subs Cost
TASK 90 -	task90		\$185,645.74
TASK 91 -	task91		\$27,714.90
TASK 92 -	task92		\$3,059.71
Total Subconsultants			\$216,420.35

TOTAL ESTIMATE \$374,256.05

Exhibit E

Sub-consultant Cost Computations

~~If no sub-consultant participation at this time.~~ The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI “Sub-Contracting” of this AGREEMENT.

See Exhibit D and attached

Agreement Number: R2305

MacKay Sposito
Cost Estimate Worksheet

City of Marysville: 67th Ave and 52nd St
Intersection Improvement Project

Only key staff are shown and other staff may work on and charge to the project as needed by the project manager.

	Engineering Manager	Project Engineer	Engineer II	Engineer I	Design Tech III	Survey Manager	Surveyor IV	Survey Tech IV	Senior Party Chief	Survey Inst. Person	Enviro Manager III	Enviro Manager II	Enviro Manager I	Natural Resource Specialist III	Natural Resource Specialist II	GIS Mapping Specialist II
initials	PS	JG	JD	AH	CB	SB	PK	LO	MG	JL	KC	CM	AC	AK	KT	JD
labor category																
cost rate	\$64.90	\$47.60	\$35.50	\$33.50	\$36.00	\$64.90	\$56.54	\$37.00	\$59.36	\$36.00	\$66.35	\$48.50	\$48.50	\$45.00	\$45.00	\$43.50

Labor:

	Work Task																Hours	Cost
1	Task 1 PM / Meetings	4	8				2					4		26			44	\$2,297
2	Task 2.1 Site Visit	4															4	\$260
3	Task 2.2 Topo Survey					8	16	20	30	30							104	\$5,025
4	Task 2.3 ROW Plan, Exhibits, and Legal Descriptions					14	32	52	0	0							98	\$4,642
5	Task 3.1 Critical Areas Delineation and Report										6		12	42	78	27	165	\$7,555
6	Task 3.2 SEPA										4		8	20			32	\$1,553
7	Task 3.3 Section 401/404 CWA										6		56		36	24	122	\$5,778
8	Task 3.4 Mitigation Bank Use Plan										2		4		24	8	38	\$1,755
9	Task 3.4 NEPA Support										8		30		8		46	\$2,346
10	Task 3.6 CSCP										2	8		14			24	\$1,151
11	Task 3.7 SWPPP										2		4	20			26	\$1,227
12	Task 3.8 BA										10	6	120			12	148	\$7,297
13	Task 6.1 Stormwater Report	4	16	40	16	16											92	\$3,553
14	Task 6.2 60% Submittal	4	40	40	60	60											204	\$7,754
15	Task 6.3 90% Submittal	1	8	8	24	8											49	\$1,822

Total Hours	17	72	88	100	84	24	48	72	30	30	44	14	260	96	146	71	1196	
Labor Costs	\$1,103	\$3,427	\$3,124	\$3,350	\$3,024	\$1,558	\$2,714	\$2,664	\$1,781	\$1,080	\$2,919	\$679	\$12,610	\$4,320	\$6,570	\$3,089		\$54,011.72

Overhead	Rate	107.03%																\$90,599.05
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Fee (as a % of labor)	30.00%																	\$16,203.52
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Miscellaneous Expenses:

	Reimbursable Cost
1 Hotel	\$1,096
2 Per Diem	\$778
3 Travel Expense (Mileage)	\$1,651
4 Newspaper Public Notice	\$300
5	
6	
7	
8	
9	
10	
11	
12	
Total Reimbursable Expenses	\$3,825

Subconsultants:

	Firm	Subs Cost
1	Subconsultant A: ASM Affiliates (Cultural Resources)	\$11,930
2	Subconsultant B: Michael Minor (Noise)	\$1,780
3	Subconsultant C: NV5 (HazMat)	\$7,356

Table 1
Fee Determination Summary Sheet

Project: 67th Ave NE & 52nd St NE Intersection Improvements - Subtask 2.4

Subconsultant: HWA Geosciences, Inc.

Direct Salary Cost (DSC):

<u>Classification (b)</u>	<u>Hours</u>	=	<u>Typical Rate (a)</u>	=	<u>Cost</u>
Principal IX		X	\$104.00		\$0.00
Geotechnical Engineer VIII	3	X	\$94.00		\$282.00
Geotechnical Engineer VII		X	\$85.00		\$0.00
Geotechnical Engineer V	21	X	\$61.50		\$1,291.50
Geotechnical Engineer IV		X	\$53.00		\$0.00
Geotechnical Engineer II	61	X	\$43.50		\$2,653.50
Geotechnical Engineer I		X	\$40.00		\$0.00
Geologist VI		X	\$63.00		\$0.00
Geologist III		X	\$45.00		\$0.00
Geologist II		X	\$37.00		\$0.00
CAD Designer	3	X	\$45.00		\$135.00
Contracts Administrator	10	X	\$50.00		\$500.00
Administrative Support		X	\$35.00		\$0.00
Total Direct Salary				=	\$4,862.00

Overhead Cost @ 190.07% of Direct Labor Cost (b) = \$9,241.20

Fixed Fee @ 30% of Direct labor Cost = \$1,458.60

Total Direct Labor = \$15,561.80

Reimbursables:

Mileage (120 miles x \$0.655/mile)	\$78.60
Drilling Subcontractor	\$8,424.50
Traffic Control Subcontractor	\$2,225.00
Geotechnical Laboratory Testing (5 MC x \$25 ea, 5 Index Tests @ \$260 ea)	\$1,425.00

Subconsultant Total = \$27,714.90

Prepared By: SMG Date: 1/17/2024

(a) Rates shown reflect the typical compensation rate of employees assigned to the billing category listed. Each category may have multiple employees assigned to that billing category and each employee may have a different hourly rate of pay. Employee compensation is subject to adjustment annually.

(b) Per WSDOT analytical review of HWA Geosciences' financial statements for the year ended 12/31/22.

RES Group Northwest
Cost Estimate Worksheet

City of Marysville: 67th Ave and 52nd St
Intersection Improvement Project

Only key staff are shown and other staff may work on and charge to the project as needed by the project manager.

	Sr. Acquisition/ Relocation Agent	Sr. Acquisition/ Relocation Agent	Technician / Jr. Right of Way Agent	Technician / Jr. Right of Way Agent							
initials	SYD	KG	LR	LG							
labor category/ cost rate	\$72.00	\$72.00	\$28.50	\$25.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Labor:

	Work Task											Hours	Cost
1												0	\$0
2												0	\$0
3	Task 4: Right-of-Way Services		20									20	\$1,440
4												0	\$0
5												0	\$0
6												0	\$0
7												0	\$0
8												0	\$0
9												0	\$0
10												0	\$0
11												0	\$0
12												0	\$0
13												0	\$0
14												0	\$0
15												0	\$0
16												0	\$0
17												0	\$0
18												0	\$0
19												0	\$0
20												0	\$0
21												0	\$0

Total Hours	0	20	0	0	0	0	0	0	0	0	0	20	
Labor Costs	\$0	\$1,440	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$1,440.00

Overhead	Rate	83.48%											\$1,202.11
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Fee (as a % of labor)	29.00%												\$417.60
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Miscellaneous Expenses:	Item	Reimbursable Cost
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
Total Reimbursable Expenses		\$0

Subconsultants:	Firm	Subs Cost
1		
2		
3		
4		
5		
Total Subconsultants		\$0

TOTAL ESTIMATE	\$3,059.71
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Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *(Title of Modal Operating Administration)*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
[Include Modal Operating Administration specific program requirements.]
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Modal Operating Administration specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *(Title of Modal Operating Administration)* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *(Title of Modal Operating Administration)*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *(Title of Modal Operating Administration)* may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the *(Title of Modal Operating Administration)* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Exhibit G Certification Documents

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of _____
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters -
Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Agreement Number: R2305

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
Transpo Group USA, Inc.
whose address is
12131 113th Ave NE, Suite 203, Kirkland, WA 98034
and that neither the above firm nor I have:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the City of Marysville
and the Federal Highway Administration, U.S. Department of Transportation in connection with this
AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and
Federal laws, both criminal and civil.

Transpo Group USA, Inc.

Consultant (Firm Name)

DocuSigned by:

Ryan Peterson

E47EEC04B0B546C...

Signature (Authorized Official of Consultant)

2/29/2024

Date

Agreement Number: R2305

Exhibit G-1(b) Certification of City of Marysville

I hereby certify that I am the:



☐ Other

of the _____, and
or its representative has not been required, directly or indirectly as an express or implied condition in connection
with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; or
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration
of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the
and the Federal Highway Administration, U.S. Department of Transportation, in connection with this
AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and
Federal laws, both criminal and civil.

DocuSigned by:

Ryan Peterson

E47EEC04B0B546C...

Signature

2/29/2024

Date

Agreement Number: R2305

Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Transpo Group USA, Inc.

Consultant (Firm Name)

DocuSigned by:

Ryan Peterson

E47EEC04B0B546C...

Signature (Authorized Official of Consultant)

2/29/2024

Date

Agreement Number: R2305

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any 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 Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00, for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

Transpo Group USA, Inc.

Consultant (Firm Name)

DocuSigned by:

Ryan Peterson

E47EEC04B0B540C...

Signature (Authorized Official of Consultant)

2/29/2024

Date

Agreement Number: R2305

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer’s representative in support of 67th Ave NE & 52nd St NE Intersection Improvements * are accurate, complete, and current as of **.

This certification includes the cost or pricing data supporting any advance AGREEMENT’s and forward pricing rate AGREEMENT’s between the offer or and the Government that are part of the proposal.

Firm: Transpo Group USA, Inc.

DocuSigned by:
Ryan Peterson
E47EEC04B0B546C...
Signature

Principal
Title

Date of Execution***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number: R2305

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Agreement Number: R2305

Step 5 Forward Documents to Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Agreement Number: R2305

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 4, 2024

SUBMITTED BY: Assistant Police Chief Jim Lawless, Police

ITEM TYPE: Interlocal Agreement

AGENDA SECTION: **New Business**

SUBJECT: First Responder Flex Fund Grant Fund Acceptance

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the First Responder Flex Fund grant for 2024.

SUMMARY: The Marysville Police Department has a long-standing relationship with Snohomish County Human Services, wherein they provide First Responder Flex Funds to the department for the purpose of assisting with providing services to homeless individuals within the Marysville community. Each year, they provide this funding in the form of a grant. This year's grant award is in the amount of \$10,295 and will run through 12/31/2024. This grant has been reviewed by the City Attorney and is approved as to form.

ATTACHMENTS:
[First_Responder_Flex-Funds_2024.pdf](#)

Snohomish County Human Services
3000 Rockefeller Avenue, M/S 305 | Everett, WA 98201
(425) 388-7200



CONTRACT SPECIFICS	Contract Number: <u>BH-24-62-08-200</u> Maximum Contract Amount: <u>\$10,295</u>			
	Title of Project / Service: <u>First Responder Flex Fund</u>			
	Start Date: <u>01/01/2024</u>	End Date: <u>12/31/2024</u>	Status Determination: <u>Subrecipient</u>	v
CONTRACTING ORGANIZATION	Agency Name: <u>City of Marysville</u>			
	Address: <u>501 Delta Ave</u>			
	City, State & Zip: <u>Marysville, WA 98270</u>		IRS Tax No. / EIN: <u>91-6001459</u>	
	Contact Person: <u>Jim Lawless</u>		Unique Entity Identifier: <u>KENDBGSMVPQ7</u>	
	Telephone: <u>360-363-8310</u>		Email Address: <u>jlawless@marysvillewa.gov</u>	
FUNDING SPECIFICS	Funding Authority: <u>RCW 36.22.1791 and 43.185c</u>			
	ALN* No. & Title: <u>N/A</u>			
	Funding Specifics: <u>Ending Homelessness Program</u>			
	Funding Source: <u>County</u> v		Federal Funding Addendum Attached: ☐ Yes ☒ No	
COUNTY	Program Division	Contact Person	Contact Email	Contact Phone
	<u>Behavioral Health</u> v	<u>Cleo Harris</u>	<u>cleo.harris@snoco.org</u>	<u>425-388-7423</u>

Additional terms of this Contract are set out in and governed by the following, which are incorporated herein by reference:

Basic Terms and Conditions HSD-2018-103-200, maintained on file at the Human Services Department:

Business Associate Agreement BAA-2018-103-200, maintained on file at the Human Services Department:

Specific Terms and Conditions Attached as Exhibit A

Statement of Work/Project Description Attached as Exhibit B

Approved Contract Budget Attached as Exhibit C

Approved Invoice Attached as Exhibit D

In the event of any inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order: (a) appropriate provisions of state and federal law, (b) Specific Terms and Conditions, (c) Basic Terms and Conditions, (d) Business Associate Agreement, (e) other attachments incorporated by reference, and (f) other documents incorporated by reference.

THE CONTRACTING ORGANIZATION IDENTIFIED ABOVE (HEREINAFTER REFERRED TO AS AGENCY), AND SNOHOMISH COUNTY (HEREINAFTER REFERRED TO AS COUNTY), HEREBY ACKNOWLEDGE AND AGREE TO THE TERMS OF THIS CONTRACT. SIGNATURES FOR BOTH PARTIES ARE REQUIRED BELOW. BY SIGNING, THE AGENCY IS CERTIFYING THAT IT IS NOT DEBARRED, SUSPENDED, OR OTHERWISE EXCLUDED FROM PARTICIPATING IN FEDERALLY FUNDED PROGRAMS. * ALN is the Assistance Listing Number formerly known as CFDA number for federal funding

FOR THE CONTRACTING ORGANIZATION:

FOR SNOHOMISH COUNTY:

(Signature) (Date)

(Title)

Mary Jane Brell Vujovic, Director (Date)

Department of Human Services

EXHIBIT A
SPECIFIC TERMS AND CONDITIONS
FIRST RESPONDER FLEX FUND

I. DEFINITION OF TERMS

- A. Access to Care Standards (ACS): The Division of Behavioral Health and Recovery (DBHR) minimum eligibility requirements for Medicaid adults & Medicaid older adults guidelines reflect the most restrictive eligibility criteria that can be applied, pursuant to RCW 70.96A and 70.96B. North Sound Behavioral Health Administrative Services Organization (BH-ASO) may expand coverage based on availability of local resources.
- B. Adjudicated Youth: Refers to a youth who has been determined by a juvenile court judge to have committed a delinquent offense.
- C. Advanced Directive: A written document that contains directions and preferences for treatment and care during times an individual is having difficulty communicating or making decisions.
- D. Aging Population: Age 65 and older.
- E. ASAM: Acronym for American Society of Addiction Medicine.
- F. Behavioral Health: The prevention, treatment of, and recovery from substance use disorders, mental health disorders, and/or problem and pathological gambling disorders.
- G. Case Management: Assistance to a recipient and family (or significant other) to obtain, maintain, or develop appropriate resources.
- H. Child: Refers to an individual under the age of ten (10).
- I. Community Outreach and Intervention: Services to link individuals to treatment and other appropriate support services.
- J. Complaint: A verbal or written statement by a participant that expresses dissatisfaction with some aspect of services covered under this Agreement, the Primary Care Provider, or Agency.
- K. Contingency Management: An evidence-based practice allowing individuals to earn tangible rewards to reinforce positive behaviors such as service

attendance, abstaining from drugs and alcohol, and involvement in pro-social activities.

- L. Corrective Action/Compliance Review: When findings from monitoring efforts or audits show that there are apparent violations of this Contract, the Agency shall implement corrective action within specified timeframes determined by the County.
- M. Corrective Action Plan (CAP): A written plan specifying what a Contractor is required to do to be compliant. This includes required improvements and a timeline for such action(s) to be accomplished.
- N. Counselors: Personnel employed by the Agency who meet the criteria as defined in WAC.
- O. COVID-19: An infectious disease caused by severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2).
- P. Cultural Competence: A set of congruent behaviors, attitudes and policies that come together in a system or Agency and enable that system or Agency to work effectively in cross-cultural situations. A culturally competent system of care acknowledges and incorporates at all levels the importance of language and culture, assessment of cross-cultural relations, knowledge, and acceptance of dynamics of cultural differences, expansion of cultural knowledge and adaptation of services to meet culturally unique needs.
- Q. Cultural Humility: The lifelong practice of being aware and thinking of one's own values, beliefs, own biases, and social position within the context of the present moment and be aware of and sensitive to historic realities like legacies of violence and oppression against certain groups of people.
- R. Direct Student Services (DSS): Include, face-to-face sessions with an individual student and/or the student's family to address the student's needs.
- S. Department of Social and Health Services (DSHS), or the department, or the Department: DSHS of the State of Washington and its Secretary, officers, employees, and authorized agents.
- T. DSM 5: Acronym for the Diagnostic and Statistical Manual of Mental Disorders fifth edition.
- U. Evidenced Based Treatment: A program, policy or practice recognized by research that, when applied in treatment, has improved outcomes for clients, participants or communities.

- V. Fair Hearing: A grievance hearing before the Washington State Office of Administrative Hearings.
- W. Family: Those the individual defines as family or those appointed/assigned (e.g., parents, foster parents, guardians, siblings, caregivers, and significant others).
- X. Flex funds: Funds provided through a program that are used to procure goods and/or services directly related to the needs of the participant as outlined in Exhibit B.
- Y. GAIN-SS: Acronym for Global Appraisal of Individual Needs Short Screening.
- Z. Grievance: An expression of dissatisfaction about any matter. The term is also used to refer to the overall process that includes grievances handled at the NSBHASO level and access to the state fair hearing process. Possible subjects for grievances include, but are not limited to, the quality of care or services provided, and aspects of interpersonal relationships such as rudeness, or failure to respect the enrollee's rights.
- AA. Hardship Insured: Individuals with insurance who cannot afford to pay insurance deductibles or co-pays.
- BB. HCA: Refers to the Health Care Authority.
- CC. Healing Organization: An organizational system where staff policies, procedures, services, and treatment models apply an understanding of trauma embedded within them. Their approaches to providing services are trauma-shielding or trauma-reducing.
- DD. HIPAA: Acronym for "Health Insurance Portability and Accountability Act." Additional information is outlined in the Business Associate Agreement as referenced on the face sheet of this Contract.
- EE. Housing Services: The services or activities designed to assist individuals or families in locating, obtaining, or retaining suitable housing. Component services or activities may include tenant counseling, helping individuals and families to identify and correct substandard housing conditions on behalf of individuals and families who are unable to protect their own interests and assisting individuals and families to understand leases, secure utilities and make moving arrangements.
- FF. Independent Peer Review: To assess the quality, appropriateness and efficiency of treatment services provided in the state to individuals under the program involved.

- GG. Indirect Student Services (ISS): Include all contact with an individual student's support system.
- HH. Individual Treatment: Planned therapeutic or counseling activity provided to a sole eligible individual by one (1) or more counselors.
- II. Individual: Previously known as client, consumer, patient, or participant.
- JJ. Labor Harmony Requirement: A "No Service Disruption Guarantee" outlined in Exhibit E, as applicable.
- KK. Low Income: Participants whose monthly income does not exceed 250% of the national poverty index, or as negotiated in your Contract.
- LL. MCO: Acronym for Managed Care Organization.
- MM. Mental Disorder: A disorder as defined in RCW 71.34.020(13) for children and RCW 71.05.020(26) for adults.
- NN. Mental Health Professional (MHP): Personnel employed by the Agency who meet the criteria as defined in WAC.
- OO. NSBHASO: Acronym for "North Sound Behavioral Health Administrative Services Organization."
- PP. No Service Disruption Guarantee: An agreement to maintain services and prevent a disruption of service caused by labor unrest. See "Labor Harmony Requirement" above. Additional information is outlined in Exhibit E., Attachment A, as applicable.
- QQ. Nurse Family Partnership (NFP): An evidence based, community health program for vulnerable mothers pregnant with their first child.
- RR. Outcome: An outcome defines changes that occur as a result of the program's work. Examples include Short Term (a change in learning: awareness, knowledge, skills, motivations); Intermediate (a change in action: behavior, practice, decision-making, policies); Long Term (consequences: social, economic, environmental).
- SS. Outpatient Counseling: The provision of substance abuse treatment, mental health treatment and other support services according to a prescribed plan in a non-residential setting.

- TT. Output: An output details what the program does and is usually a count of something. Examples include Activities (the actual tasks done such as screenings, assessments, workshops); Participation (who the program serves; customers and stakeholders).
- UU. Outreach/Education Services (OES): Training and information sharing to Agency staff and external providers about the Student Support Advocate program not directly related to a particular case management student.
- VV. Personal Information: Information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- WW. Quality Assurance: A focus on compliance to minimum requirements (e.g., rules, regulations, and contract terms) as well as reasonably expected levels of performance, quality, and practice.
- XX. Recovery: The processes through which people are able to live, work, learn, and participate fully in their communities.
- YY. Referral: A process of directing an Individual to available specialty care or services.
- ZZ. Remote Learning: Also referred to as distance learning, gives learners who aren't in a physical location for in-person education access to online training materials.
- AAA. RCW: Acronym for "Revised Code of Washington."
- BBB. Resiliency: The personal and community qualities that enable individuals to rebound from adversity, trauma, tragedy, threats, or other stresses, and to live productive lives.
- CCC. Shall: Compliance is mandatory.
- DDD. SHP: Acronym for Supportive Housing Program.
- EEE. Substance Use Disorder Professional (SUDP) (formerly CDP): Personnel employed by the Agency who meet the criteria defined in WAC.
- FFF. Substance Use Disorder Professional Trainee (SUDPT) (formerly CDPT): Personnel employed by the Agency who meet the criteria defined in WAC.

- GGG. Serious Mental Illness (SMI): According to Federal Register Vol. 58, No. 96, May 20, 1993, persons aged 18 and over who currently, or at any time during the past year, have a diagnosable mental, behavioral, or emotional disorder of sufficient duration to meet diagnostic criteria specified within the current DSM, that has resulted in functional impairment which substantially limits one or more major life activities.
- HHH. Strengthening Families Program 10-14: Refers to the evidence-based prevention program developed at Iowa State University for families and young adolescents.
- III. Student Support Advocate (SSA): Personnel hired by the school district to perform contracted services.
- JJJ. Substance Use Disorder (SUD): Acronym for “Substance Use Disorder.” This definition replaces the definition for Chemical Dependency.
- KKK. Telehealth: The distribution of health-related service and information via electronic information and telecommunication technologies.
- LLL. TILT Team: Refers the Trauma-Informed Leadership Team, the selected group of staff dedicated to the advancement of Trauma-Informed Practices in the school or Agency.
- MMM. Trauma: Refers to experiences that cause intense physical and psychological stress reactions. It can refer to “a single event, multiple events, or a set of circumstances that is experienced by an individual as physically and emotionally harmful or threatening and that has lasting adverse effects on the individual’s physical, social, emotional, or spiritual well-being.
- NNN. Trauma-Informed: A trauma-informed approach to the delivery of behavioral health services includes an understanding of trauma and an awareness of the impact it can have across setting, services, and populations. It involves viewing trauma through an ecological and cultural lens and recognizing that context plays a significant role in how individuals perceive and process traumatic events, whether acute or chronic. Per SAMHSA, the three key elements of a trauma-informed approach include: realizing the prevalence of trauma; recognizing how trauma affects all individuals involved with the program, organization, or system, including its own workforce; and responding by putting this knowledge into practice.
- OOO. Trauma-Informed Care: TIC is a strengths-based service delivery approach “that is grounded in understanding of and responsiveness to the impact of trauma, that emphasizes physical, psychological, and emotional safety for both providers and survivors, and that creates opportunities for survivors to rebuild

a sense of control and empowerment. TIC also involves vigilance in anticipating and avoiding institutional processes and individual practices that are likely to retraumatize individuals who already have histories of trauma, and it upholds the importance of consumer participation in the development, delivery, and evaluation of services.

PPP. Trauma-Informed System: An organizational system which has developed a shared language to define, normalize, and address the impact of trauma on clients and the workforce. The organization operates from a foundational understanding of the nature and impact of trauma.

QQQ. Veteran: A veteran is defined as an individual that has served as a member of the armed forces, active duty or reserves, for at least one day. This will also include service in the National Guard, as well as Merchant Marines in support of US resources in wartime. Veteran status may be verified through self-identification, discharge certificate, or Department of Defense Form DD-214.

RRR. WAC: Acronym for “Washington Administrative Code”.

SSS. WSUE: Refers to Washington State University Extension, a division of Snohomish County Parks & Recreation Department (PRD).

TTT. Youth: Means a person from age ten (10) through age seventeen (17).

II. PERFORMANCE STANDARDS AND LICENSING

- A. The Agency shall meet the requirements of WAC, applicable local and state rules, and state and federal statutes. In addition, the Agency shall meet the applicable specific program requirements for licensure and certification to perform contracted services. A copy of the certification shall be submitted to the County upon request.
- B. The Agency shall maintain relevant and appropriate licensure by the State of Washington to provide behavioral health and/or community support services. The Agency shall notify the County in writing within five (5) business days of any change in licensure status.

III. COMPLIANCE WITH SPECIFIC LAWS AND REGULATIONS

- A. All services provided under this Contract shall meet all standards set forth in current, revised and replaced WAC’s and RCW’s.
- B. The Agency shall meet all applicable standards for program operations set forth in WAC and RCW. The Agency shall ensure that WAC and RCW requirements

are followed and are adjusted as the WAC and RCW are amended, revised, eliminated or added.

- C. The Agency shall operate and adhere to fidelity of the model of services utilized by the Agency and as negotiated with the County.
- D. The Agency must have policies and procedures in place to protect and safeguard individually identifiable health information obtained in the course of providing services under this Contract. The Agency shall not disclose an individual's information, directly or indirectly, except to the extent allowed under applicable state or federal laws and regulations. The Agency shall comply with all terms and conditions of Federal Confidentiality of Substance Use Disorder Patient Records, 42 CFR Part 2 and applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA) and the Family Educational Rights and Privacy Act (FERPA).
- E. Staff and volunteers who have access to children or vulnerable adults are required to have a background check per RCW and WAC. A background check is required at the time of employment or commencement of volunteer duties. An Agency shall conduct additional background checks if circumstances arise that cause the Agency concern. The Agency shall ensure that all persons convicted of crimes preventing contact with vulnerable populations are prohibited from having access to those populations.
- F. The Agency shall enter data as negotiated with the County. The Agency shall make use of data and specific to the Agency systems or electronic records for the purpose of evaluating and reporting individual and program service outcomes.
- G. The Agency shall comply with all terms and conditions of the Business Associate Agreement.

IV. REIMBURSEMENT PROCEDURES

Services rendered under this Contract shall be reimbursed based on the attached Budget (Exhibit C). Services shall be provided per the attached Statement of Work (Exhibit B).

V. REIMBURSEMENT LIMITATION

- A. The Agency shall utilize the contracted dollar amount to provide services throughout the duration of this Contract.
- B. The Agency shall be responsible for ensuring budget is maintained and that invoices to the County do not exceed the budgeted amount as stated in Exhibit

C, Approved Contract Budget.

- C. Utilization of County funding available to this program will be reviewed monthly and the Contract allocation may be reduced and re-allocated at the discretion of the County, where needed if expenditures are not sufficient to fully utilize available funding.
- D. The Agency certifies that work to be performed under this Contract will not duplicate any work to be charged against any other contract, subcontract, or source.

VI. REPORTING REQUIREMENTS

The Agency shall submit all required reports documenting performance in a timely manner. All reports shall be completed on approved forms and in accordance with procedures as issued by the County. In the event the Agency fails to maintain its reporting obligations, the County reserves the right to withhold reimbursements to the Agency or order payment stopped to the Agency in an amount proportional to the data estimated to be outstanding until such time that the data is current.

VII. OTHER REVENUES

Revenues generated by the Agency from other funding sources (e.g. donations, fund-raising) under this program, including fees collected from low-income participants, shall be separately identified and recorded as project income. These funds shall be used exclusively to provide increased levels of service.

VIII. SUBCONTRACTING

- A. The Agency is prohibited from subcontracting any funding and/or services contained within this Contract unless otherwise negotiated with the County.
- B. All rules, regulations and requirements contained in the Basic Terms and Conditions must be met for all subcontracts executed pursuant to this Contract. All subcontracting arrangements require prior written approval from the County.

IX. RECORDS RETENTION

The Agency shall retain all fiscal and clinical books, records, documents and other materials relevant to this Contract in accordance with WAC.

X. LOCATION AND HOURS OF SERVICE

- A. Services provided under this Contract shall be available in Snohomish County for Snohomish County residents.
- B. To ensure participants have consistent access to treatment services, the Agency shall minimally maintain business hours from 9:00 AM through 5:00 PM Monday through Friday, excluding recognized holidays or as negotiated with the County. Any reduction in service hours shall be submitted in writing to the County for approval, fifteen (15) calendar days prior to implementation.
- C. The Agency shall notify the County within ten (10) days of change in personnel which may affect the faithful execution of this Contract.

XI. ELIGIBILITY

- A. County funds shall be the dollar of last resort for billing. The Agency shall determine at time of intake if the individual has medical insurance, including state-sponsored programs providing low-cost health care coverage through private health plans, which covers substance use disorder treatment services. If the individual has medical insurance that covers substance use disorder treatment services, the medical insurance shall be used as the first source of billing to pay for treatment services. The Agency shall ensure that only one source of funding is used at any given time.
- B. Termination of a Contract shall not be grounds for a fair hearing for the service applicant or a grievance for the recipient if similar services are immediately available in the County.
- C. The Agency shall have policies and procedures in place for participant grievances in the case of denial or termination of service or failure to act upon a request for services with reasonable promptness.

XII. MONITORING AND EVALUATION

The Agency shall cooperate with the County in monitoring activities a minimum of once per year or more as deemed appropriate by the County.

XIII. INTERAGENCY COORDINATION

- A. The Agency shall identify the primary agencies with whom they have regular relationships and whose activities substantially affect the delivery of services under this Contract. The Agency shall negotiate and execute working agreements with these agencies to ensure coordinated services and

appropriate referral procedures.

B. Working agreements shall minimally address the following:

1. Program description;
2. Referral procedures and timelines;
3. Release of information procedures;
4. Follow up procedures;
5. Procedures for exchanging information concerning program changes and unavailability of services; and
6. Procedures for problem solving between two (2) agencies.

XIV. EMERGENCY PROCEDURES

The Agency shall have a plan for serving individuals during periods when normal services may be disrupted. Disruption to normal services may include earthquakes, floods, snowstorms, and other natural disasters. Particular attention should be made for those individuals who are most at risk. When services are delivered at the Agency's workplace the plan shall include contact information for high-risk individuals, a list of emergency services, and stores of emergency provisions.

XV. CONTINUING EDUCATION

The Agency shall ensure their staff is effectively trained to implement the services they agree to provide under the terms of this Contract. The Agency is encouraged to inquire about the availability of additional training funds and opportunities to support their continuing education efforts.

XVI. MEETING PARTICIPATION

The Agency shall ensure they have representation at any County-sponsored trainings or meetings. The County shall notify the Agency a minimum of two (2) weeks prior to the event.

XVII. DEFINITIONS AND TERMS

The Agency shall utilize the definitions and terms in this Exhibit A as applicable throughout this Contract or as negotiated with the County.

EXHIBIT B

STATEMENT OF WORK / PROJECT DESCRIPTION

FIRST RESPONDER FLEX FUND

I. DESCRIPTION

- A. The Project shall assist Individuals to remove barriers to housing and/or abate emergency situations through the provision of Flex Fund assistance.
- B. The Project shall serve eligible Individuals only. The individuals/families must be experiencing homelessness or at risk of homelessness.

II. PROGRAM ACTIVITIES

In compliance with the terms of the Contract, the City shall perform the tasks and services as follows:

- A. The City shall develop and maintain a process to disburse Flex Funds to First Responders and Co-Responder Social Workers, not to exceed the total amount included in the Approved Project Budget (Exhibit C).
- B. First Responders and Co-Responder Social Workers shall access Flex Funds in order to procure goods and/or services directly related to the needs of Individuals, which cannot be met through existing categorical services or formal/informal community mechanisms or for an immediate need in which other mechanisms cannot be accessed in a timely manner. Examples of such purchases may include, but are not limited to: shelter, food (for example: a hot meal or food, beverages, groceries to get by for a few days or until another resource can be accessed), clothing (for example: shoes, coats, socks, underclothes, pants, tops, gloves), medical care, transportation, or other basic needs.
- C. Flex Funds are designed to be used by Co-Responders/Social Workers who work with First Responders and by First Responders who may not have a Co-Responder at the time a need is identified. Flex Funds are not intended to be used as a reward or withheld as a punishment. Use of Flex Funds in this manner may lead to a review of this Contract and re-evaluation of this award.
- D. Flex Funds shall not be paid directly to the Individuals or used for the purchase of alcohol, tobacco, vaping, products, marijuana products, firearms, ammunition, or other weaponry.
- E. The City shall utilize flex funds throughout the duration of this Contract and shall not use these funds at the end of the year to “stock up” in lieu of providing

assistance to individuals and families to help end homelessness in real time during the year.

- F. The City shall submit supporting documentation for expenses covered by Flex Funds with the Approved Invoice (Exhibit D) for reimbursement.
- G. The City shall include receipts for services and purchases with the invoice as supporting documentation.
- H. The City shall submit invoices by the tenth (10th) day of the month following flex fund use. Exception: the December invoice must be submitted no later than January 6, 2025.
- I. The County will review fund usage throughout this Contract period and may reallocate unutilized funds to cities that are in need of additional funds.
- J. Funds allocated to the First Responder Flex Fund are determined on an annual basis based on funding availability and are not guaranteed.

III. REPORTS

The City shall submit a report each quarter providing information regarding the number of individuals assisted, number of assistance activities and a description of at least one individual or family that was able to remove a barrier to housing or abate an emergency situation as a result of the Project. The quarterly narrative shall be submitted with the monthly invoice.

EXHIBIT C
CONTRACT BUDGET - COST REIMBURSEMENT
FIRST RESPONDER FLEX FUND

AGENCY NAME: City of Marysville
CONTRACT PERIOD: 1/1/2024 to 12/31/2024

FUNDS AWARDED UNDER CONTRACT:

REVENUE SOURCE	FUNDING PERIOD	AMOUNT	AMENDMENT	TOTAL AMOUNT
EHP	1/1/2024 to 12/31/2024	\$ 10,295		\$ 10,295
				-
				-
				-
				-
				-
TOTAL FUNDS AWARDED:		\$ 10,295	\$ -	\$ 10,295

MATCHING RESOURCES:

<u>N/A</u>	<u>N/A</u>
<u></u>	<u></u>
<u></u>	<u></u>
TOTAL MATCHING RESOURCES: <u>N/A</u>	

MATCH REQUIREMENTS FOR CONTRACT:	% <u>N/A</u>	AMOUNT: <u>N/A</u>
---	---------------------	---------------------------

OTHER PROGRAM RESOURCES (Identify):

SOURCE	FUNDING PERIOD	AMOUNT
TOTAL OTHER RESOURCES:		\$ -

EXPENDITURES

CATEGORY	FUND SOURCE EHP	FUND SOURCE	FUND SOURCE	FUND SOURCE	FUND SOURCE	FUND SOURCE	TOTAL	OTHER RESOURCES
Salaries/Wages							\$ -	
Benefits							-	
Supplies/Minor Equip.							-	
Prof. Services							-	
Postage							-	
Telephone							-	
Mileage/Fares							-	
Meals							-	
Lodging							-	
Advertising							-	
Leases/Rentals							-	
Insurance							-	
Utilities							-	
Repairs/Maint.							-	
Client Flex Funds							-	
Printing							-	
Dues/Subscrip.							-	
Regis./Tuition							-	
Machinery/Equip.							-	
Administration							-	
Indirect							-	
Miscellaneous							-	
Flex Funds	10,295						10,295	
Misc. Construction							-	
Acquisition							-	
Relocation							-	
							-	
TOTAL	\$ 10,295	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,295	\$ -

EXPENDITURE NARRATIVE

AMOUNT	CATEGORY	NARRATIVE (provide justification describing each category supported with funds awarded under this contract)
10,295	Flex Funds	Cost of Flex Funds distributed to First Responders
\$ 10,295	TOTAL	

DETAIL SALARIES / WAGES

POSITION	FUND SOURCE	% OF TIME TO FUND SOURCE	TOTAL MONTHLY	MONTHLY CHARGE TO FUND SOURCE	# OF MONTHS	TOTAL CHARGE TO FUND SOURCE
N/A						
					TOTAL:	\$0

NOTE: Above figures may reflect rounding



Snohomish County Human Services Department - 3000 Rockefeller, M/S 305, Everett, WA 98201

Contracting City and Address: City of Marysville 501 Delta Ave Marysville,WA 98270	Contract #: BH-24-62-08-200	
	Project Title: First Responder Flex Fund	
	Contract Manager:	Cleo Harris (425)388-7423 cleo.harris@snoco.org
	Reporting Period:	To:

SUB OBJ	Account Title	Current Expenditures	Contract To Date Expenditures	Total Contract Budget	Contract Budget Balance
52	Flex Funds			\$ 10,295.00	\$ 10,295.00
	TOTALS	\$ -	\$ -	\$ 10,295.00	\$ 10,295.00

Exhibit D
BH-24-62-08-200
City of Marysville
Page 1 of 2



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 4, 2024

SUBMITTED BY: Development Services Tech Brad Zahnow, Public Works

ITEM TYPE: Real Estate

AGENDA SECTION: **New Business**

SUBJECT: City of Marysville Utility Easement for VP/MS, LLC.

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the City of Marysville Non-Exclusive Ingress/Egress and Utility Easement with VP/MS, LLC.

SUMMARY: This is a utility easement made between VP/MS, LLC, grantor, and CITY OF MARYSVILLE, grantee. Location of this easement is at Kendall Subaru of Marysville, between 156th St NE and 164th St NE of Smokey Point Boulevard. This easement is to provide water and sewer service for commercial activities at the intended parcels and is necessary for city staff to perform utility maintenance activities of the facility.

ATTACHMENTS:

[Kendall Subaru Utility Easement.pdf](#)
[Map Kendall Subaru Easement.pdf](#)

After recording return to:

City of Marysville
501 Delta Avenue
Marysville, WA 98270

City of Marysville Utility Easement

THIS INDENTURE made this 9TH day of FEBRUARY, 2024 between (owner) VP / MS LLC, an Oregon limited liability company, hereinafter referred to as "Grantor;" and the CITY OF MARYSVILLE, a municipal corporation of the State of Washington, hereinafter referred to as "Grantee," and (bank) MOUNTAIN WEST BANK, hereinafter referred to as "Mortgagee," WITNESSETH:

WHEREAS, Grantor is the owner of certain lands and premises situated in the County of Snohomish, State of Washington described as follows:

See **EXHIBIT A** attached hereto

Abbreviated legal description NW1/4, SW1/4, Sec.28,T.31N.,R.5E. Add'l on p. _____
(i.e., lot, block, plat or quarter, section, township, range)

Assessor's Tax Parcel ID#: 31052800300300, & 31052800300600

and,

WHEREAS, Grantee is desirous of acquiring certain rights and privileges across, over, under, through, in and upon said lands and premises;

NOW, THEREFORE, Grantor, for valuable consideration, the adequacy and receipt of which is hereby acknowledged, hereby conveys and grants to the Grantee, its successors and assigns and its contractors, agents, permittees and licensees, the perpetual right, privilege and authority to construct, alter, improve, repair, operate and maintain storm drainage lines, and/or sanitary sewer lines, and/or water lines, pipes and appurtenances across, over, under, through, in and upon the following described lands and premises situated in the County of Snohomish, State of Washington, to-wit:

See **EXHIBIT B, EXHIBIT C** and **EXHIBIT D** attached hereto

Together with the right of ingress to and egress from said lands across adjacent lands of the Grantor, for the purpose of constructing, reconstructing, repairing, renewing, altering, changing, patrolling and operating said lines, and the right at any time to remove said lines and appurtenances from said lands.

The Grantor reserves the right to use the surface of the above-described easement in the manner now existing, but shall not erect any buildings, structures, patios, or other construction of any nature on said easement. This conveyance is conditioned upon the Grantee's obligation to replace any fences, lawn, shrubbery or land

contours that are disturbed in connection with the exercise of the Grantee's rights hereunder, in as good condition as the same were immediately before the property was entered by the Grantee.

The rights, title, privileges and authority hereby granted shall continue to be in force until such time as the Grantee, its successors or assigns, shall permanently remove said lines and appurtenances from said lands, or shall otherwise permanently abandon said lines, at which time all such rights, title, privileges and authority hereby granted shall terminate.

The Grantor also covenants to and with the Grantee that Grantor is lawfully seized and possessed of the land aforesaid; has a good and lawful right and power to sell and convey same; that same is free and clear of encumbrances, except as above indicated; and that Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever. This conveyance shall be a covenant running with the land, and shall be binding on the Grantor and its heirs, successors and assigns forever.

Any mortgage on said land held by the Mortgagee is hereby subordinated to the rights herein granted to the Grantee, but in all other respects the said mortgage shall remain unimpaired.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

GRANTOR:

Name or Co: VP/MS LLC

Sign: [Signature]

Print: David E. Blewett

Title: Manager

MORTGAGE HOLDER:

Bank: MOUNTAIN WEST BANK

Sign: [Signature]

Print: David J. Bruce

Title: SVP & Manager

Mortgage Notary:

STATE OF IDAHO)

)ss.

COUNTY OF Ada)

I certify that I know or have satisfactory evidence that Bruce, Jonathan David is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they was/were authorized to execute the instrument and acknowledged it as the (title) SVP & Manager of (bank) Mountain West Bank to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated this 9th day of February, 2024

(Notary Signature) [Signature]

(Print Name) Truli Nice-Sewell

NOTARY PUBLIC in and for the State of Idaho

Residing at (city): Boise

My commission expires: 8/8/2028

Individual Notary:

STATE OF IDAHO)
)ss.
COUNTY OF ADA)

I certify that I know or have satisfactory evidence that _____ is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 20____

(Notary Signature)

(Print Name)

NOTARY PUBLIC in and for the State of Idaho

Residing at (city): _____

My commission expires: _____

Representative or Company Notary:

STATE OF IDAHO)
)ss.
COUNTY OF ADA)

I certify that I know or have satisfactory evidence that David E. Blewett is/are the persons who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they was/were authorized to execute the instrument and acknowledged him/her as the (title) Manager of (company) VP/MS LLC, an Oregon limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 8th day of February, 2024

Josie Baxter

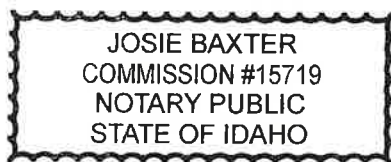
(Notary Signature)

Josie Baxter
(Print Name)

NOTARY PUBLIC in and for the State of Idaho

Residing at (city): Idaho, Boise

My commission expires: 11-18-26



Note: Do not write or stamp in 1" margins.

EXHIBIT A

Grantor Parcel: VP/MS, LLC

Lot 1 of City of Marysville Boundary Line Adjustment No. 16-006, as recorded under Auditor's File No. 201703065001, records of Snohomish County, Washington.

Together with Lot 1 of City of Marysville Boundary Line Adjustment No. 22-005, recorded under Snohomish County Auditor's File No. 202302145001.

EXHIBIT B

Grantor: VP/MS, LLC

City of Marysville Sewer Easement and Water Easement

15' Sanitary Sewer Easement

A 15.00 feet wide sanitary sewer easement over, under, across and through that portion of Lot 1 of City of Marysville Boundary Line Adjustment No. 16-006, recorded under Snohomish County Auditor's File No. 201703065001, and that portion of Lot 1 of City of Marysville Boundary Line Adjustment No. 22-005, recorded under Snohomish County Auditor's File No. 202302145001, lying 7.50 feet on each side of the easement centerline more particularly described as follows:

Commencing at the Southeast corner of said Lot 1 of said City of Marysville Boundary Line Adjustment No. 16-006; thence North 87° 15' 58" West, along the South line of said Lot 1, a distance of 78.76 feet to the **True Point of Beginning**; thence North 2° 42' 40" East a distance of 194.24 feet; thence South 86° 58' 54" East a distance of 520.77 feet to the East line of said Lot 1 of said City of Marysville Boundary Line Adjustment No. 22-005 and the **Terminus** of this center line.

10' Water Line Easement

A 10.00 feet wide water line easement over, under, across and through that portion of Lot 1 of City of Marysville Boundary Line Adjustment No. 16-006, recorded under Snohomish County Auditor's File No. 201703065001, and that portion of Lot 1 of City of Marysville Boundary Line Adjustment No. 22-005, recorded under Snohomish County Auditor's File No. 202302145001, lying 5.00 feet on each side of the easement centerline more particularly described as follows:

Commencing at the Southwest corner of said Lot 1 of said City of Marysville Boundary Line Adjustment No. 16-006; thence South 87° 15' 58" East, along the South line of said Lot 1, a distance of 21.78 feet to a point hereinafter referred to as **Point "A"**; thence continuing South 87° 15' 58" East, along said South line, a distance of 298.82 feet to a point hereinafter referred to as **Point "B"**; thence continuing South 87° 15' 58" East, along said South line, a distance of 100.68 feet to the **True Point of Beginning** of this centerline; thence North 2° 43' 41" East a distance of 133.70 feet to a point hereinafter referred to as **Point "C"**; thence North 2° 43' 41" East a distance of 18.91 feet; thence South 87° 03' 04"

Page 1 of 2

East a distance of 316.30 feet to a point hereinafter referred to as **Point "D"**; thence North 2° 42' 33" East a distance of 312.28 feet to a point hereinafter referred to as **Point "E"**; thence North 86° 58' 01" West a distance of 264.01 feet to a point hereinafter referred to as **Point "F"**; thence North 87° 27' 35" West a distance of 230.24 feet to a point hereinafter referred to as **Point "G"**; thence South 2° 39' 35" West a distance of 175.93 feet; thence North 86° 16' 18" West a distance of 55.68 feet to a point hereinafter referred to as **Point "H"**; thence North 88° 26' 58" West a distance of 193.68 feet to a point on the West line of said Lot 1 of said City of Marysville Boundary Line Adjustment No. 22-005 and the **Terminus** of the herein described centerline.

Together with a 10.00 feet easement for water line purposes and their appurtenances, over, under, across and through that portion of said Lots 1, lying 5.00 feet on each side of the following described centerlines;

Beginning at the hereinbefore described **Point "A"**; thence North 2° 43' 41" East a distance of 6.96 feet to the **Terminus** of the herein described centerline.

Beginning at the hereinbefore described **Point "B"**; thence North 2° 43' 41" East a distance of 7.69 feet to the **Terminus** of the herein described centerline.

Beginning at the hereinbefore described **Point "C"**; thence North 87° 16' 19" West a distance of 40.58 feet to the **Terminus** of the herein described centerline.

Beginning at the hereinbefore described **Point "D"**; thence South 2° 42' 33" West a distance of 19.06 feet to a point on the South line of said Lot 1 of said City of Marysville Boundary Line Adjustment No. 22-005 and the **Terminus** of the herein described centerline.

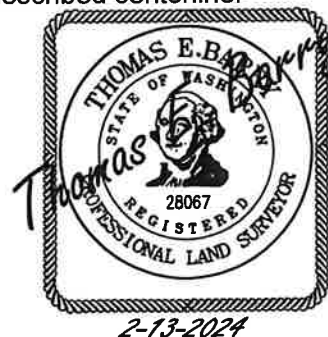
Beginning at the hereinbefore described **Point "D"**; thence South 87° 03' 04" East a distance of 184.36 feet to a point on the East line of said Lot 1 of said City of Marysville Boundary Line Adjustment No. 22-005 and the **Terminus** of the herein described centerline.

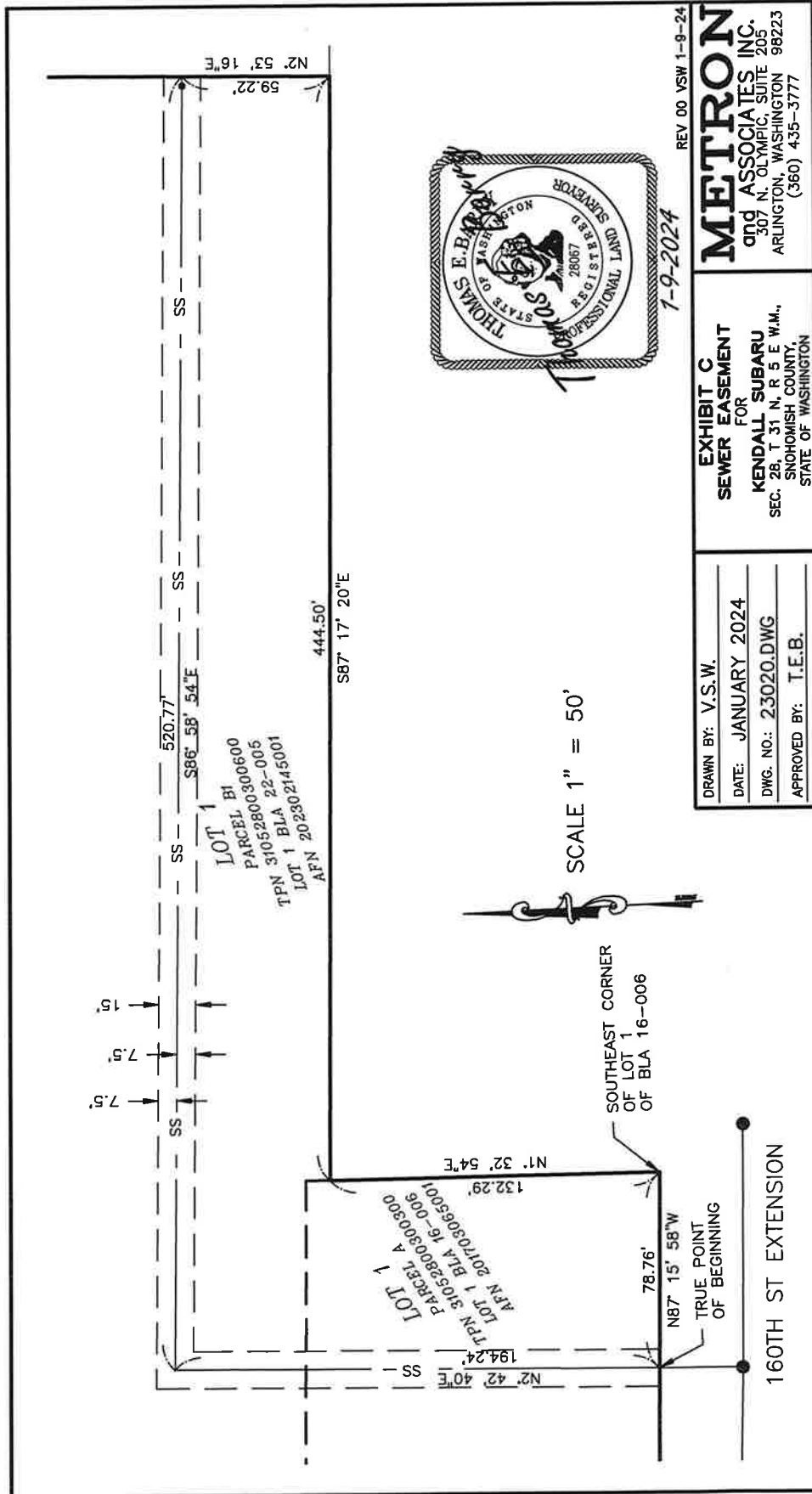
Beginning at the hereinbefore described **Point "E"**; thence South 87° 03' 04" East a distance of 27.47 feet to the **Terminus** of the herein described centerline.

Beginning at the hereinbefore described **Point "F"**; thence North 2° 09' 47" East a distance of 36.20 feet to the **Terminus** of the herein described centerline.

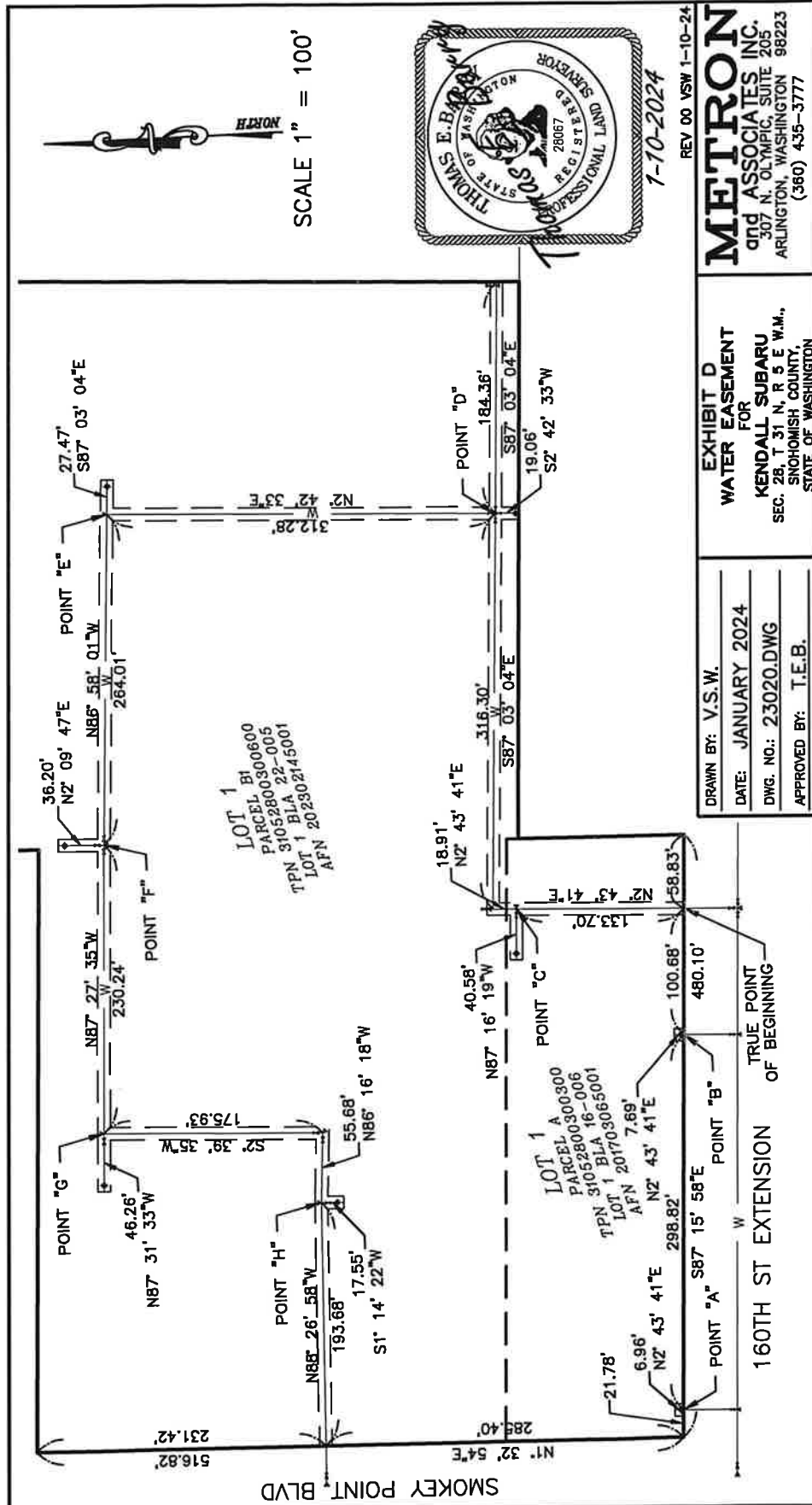
Beginning at the hereinbefore described **Point "G"**; thence North 87° 31' 33" West a distance of 46.26 feet to the **Terminus** of the herein described centerline.

Beginning at the hereinbefore described **Point "H"**; thence South 1° 14' 22" West a distance of 17.55 feet to the **Terminus** of the herein described centerline.





DRAWN BY: V.S.W. DATE: JANUARY 2024 DWG. NO.: 23020.DWG APPROVED BY: T.E.B.	EXHIBIT C SEWER EASEMENT FOR KENDALL SUBARU SEC. 28, T. 31 N., R. 5 E. W.M., SNOHOMISH COUNTY, STATE OF WASHINGTON	METRON and ASSOCIATES INC. 307 N. OLYMPIC, SUITE 205 ARLINGTON, WASHINGTON 98223 (360) 435-3777
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METRON
 and ASSOCIATES INC.
 307 N. OLYMPIC, SUITE 205
 ARLINGTON, WASHINGTON 98223
 (360) 438-3777

EXHIBIT D
WATER EASEMENT
FOR
KENDALL SUBARU
 SEC. 28, T 31 N, R 5 E W.M.,
 SNOHOMISH COUNTY,
 STATE OF WASHINGTON

DRAWN BY: V.S.W.
DATE: JANUARY 2024
DWG. NO.: 23020.DWG
APPROVED BY: T.E.B.





Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	March 4, 2024
SUBMITTED BY:	Executive Services Coordinator Sarah Calvin, Executive
ITEM TYPE:	Agreement
AGENDA SECTION:	New Business
SUBJECT:	FBI Lease Renewal for Marysville Tanks RF Site
SUGGESTED ACTION:	<u>Recommended Motion:</u> I move to authorize the Mayor to sign and execute the Communications Site Sublease/License with the US Department of Justice / Federal Bureau of Investigations.
SUMMARY:	The original agreement signed in 2004 has been renewed several times, but was inadvertently allowed to expire on 9/30/2023. The new agreement will be effective 10/1/2023 and retain the terms from 2004. It will renew for 10 years, 9 - 1 year renewals. The rental rate will be \$3,085.86 per month with an increase of 3% for each subsequent year, beginning on October 1st of each year.

ATTACHMENTS:

[USDOJ Communications Site Sublease 2-16-24.pdf](#)
[1216 - US Department of Justice - Agreement - Communication Site Sublease.pdf](#)

NONEXCLUSIVE COMMUNICATIONS SITE SUBLEASE/LICENSE

1. The City of Marysville (City) subleases or licenses to the United States Department of Justice/Federal Bureau of Investigation (FBI) premises for the location of communications equipment under the terms of a Nonexclusive Communications Site Sublease/License dated May 11, 2004, which has been subsequently renewed.

2. The City and the FBI inadvertently allowed the Communications Site Sublease to expire and through this agreement ratify the Sublease and extend it.

2. The City and the FBI desire to extend the sublease of the premises for a term of ten years and at a rental rate of \$3085.86 per month for the first year (October 1, 2023 to September 30, 2024) and payable monthly through electronic funds transfer. The rental rate will increase by three percent (3%) for each subsequent year beginning on October 1st of each year.

3. This extension is contingent on Congressional approval of funding for the ensuing fiscal years.

4. Except for the provisions regarding the term and rental rate contained in this renewal, all terms and conditions of the original Nonexclusive Communications Site Sublease/License dated May 11, 2004, remain in full force and effect.

5. This ratification and renewal is effective on the date of the last signature below.

U.S. DEPARTMENT OF JUSTICE/FEDERAL BUREAU OF INVESTIGATION

_____ Dated: _____, 2024

CITY OF MARYSVILLE

_____ Dated: _____, 2024
Jon Nehring, Mayor

Attest:

Approved as to form:

Tina Brock, Deputy City Clerk

Jon Walker, City Attorney

FBI Division	SEATTLE
Site Name	MARYSVILLE TANK
Site Number	SE-052
License Expiration Date	09/30/2022

STANDARD FBI ANTENNA SITE
LICENSE RENEWAL

Reference is made to the agreement dated 10/01/2019

between the LICENSOR: CITY OF MARYSVILLE
80 COLUMBIA AVENUE
MARYSVILLE, WA 98270-

POC: TONYA MIRANDA

POC Phone: 360-363-8123

and LICENSEE: **U.S. DEPARTMENT OF JUSTICE**
FEDERAL BUREAU OF INVESTIGATION

For use of the following facilities: SE-052 MARYSVILLE TANK

The Federal Bureau of Investigation desires to renew this License Agreement for the period beginning October 1, 2021 and ending September 30, 2022. The extension of this License Agreement is contingent upon Congressional approval of 2022 funding. Monthly License fee is **\$2,995.98**. Due to the Congressional budget process whereby the Federal Government may be operating on a continuing resolution basis at the beginning of the fiscal year and continuing until the budget for the Department of Justice is passed, sufficient funds needed to issue a purchase order for the entire yearly amount may not be available. In that circumstance, a purchase order may be issued for a portion of the year until all funding has been provided to the program management office. For questions, please contact Jacqueline Nichols at (703) 985-3051 or jnichols@fbi.gov.

U.S. DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

POC: *Jacqueline Nichols*
Date: 6/18/21

NOTICE

The Federal Government has created the System for Award Management (SAM.gov) <https://www.sam.gov/portal/public/SAM/>. This system increases visibility of vendor sources for specific supplies and services as well as establishes a common source of vendor data for the Federal Government. Every vendor registered in SAM.gov has a unique Dun and Bradstreet (DUNS) number. Payments to vendors are sent to the banking information that is tied to the DUNS number in SAM.gov. The banking information that the vendor enters into SAM.gov is not accessible to anyone other than the vendor. It is necessary for the Licensor (vendor) to ensure that the FBI has the correct DUNS to use which contains the banking account information where payments will be sent. The Licensor is required to keep the SAM.gov registration up-to-date and to ensure the banking information is correct.

PAYMENT INFORMATION FOR ELECTRONIC FUND TRANSFER

Taxpayer Identification Number 916001459
Licensor DUNS Number 076658673

The Federal Bureau of Investigation is a participating member of the INVOICE PROCESSING PLATFORM (IPP) system. To receive an internet e-mail notification of rental payment free of charge, log onto <http://www.ipp.gov/> and register with the IPP system.

ORIGINAL



U.S. Department of Justice
Federal Bureau of Investigation

RECEIVED
JUL 14 2021
CITY OF MARYSVILLE
PUBLIC WORKS &
COMMUNITY DEVELOPMENT

June 18, 2021

Dear Lease Management,

Enclosed, is the Antenna Site License Renewal Letter intended for fiscal year 2022. Please forward questions or concerns to jnichols@fbi.gov or (703)985-3051.

Respectfully,

A handwritten signature in blue ink, reading "Jacqueline Nichols", is positioned above the typed name.

Jacqueline Nichols
Finance & Site Licensing Group
ERF Bldg. 27958A
Quantico, VA 22135

NONEXCLUSIVE AMENDMENT TO COMMUNICATIONS SITE SUBLEASE/LICENSE

1. The City of Marysville (City) subleases or licenses to the United States Department of Justice/Federal Bureau of Investigation (FBI) premises for the location of communications equipment under the terms of a Nonexclusive Communications Site Sublease/License dated May 11, 2004, which has been subsequently renewed;

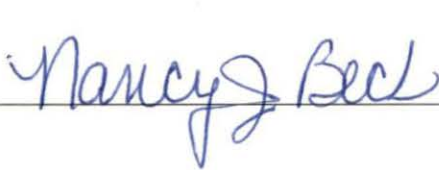
2. The City and the FBI desire to extend the existing sublease of the premises for a one (1) year term at a rental rate of \$2,824.00 per month, with two (2) one year renewal options, payable monthly through electronic funds transfer. The rental rate will increase by three percent (3%) for the second year and third year, resulting in monthly rental rates of \$2,908.72 per month for the second year and \$2,995.98 per month for the third year.

3. This extension is contingent on Congressional approval of funding for the ensuing fiscal years.

4. Except for the provisions regarding the term and rental rate contained in this renewal, all terms and conditions of the original Nonexclusive Communications Site Sublease/License dated May 11, 2004, remain in full force and effect.

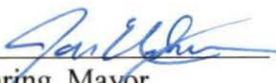
5. This renewal is effective on the date of the last signature below.

U.S. DEPARTMENT OF JUSTICE/FEDERAL BUREAU OF INVESTIGATION



Dated: 2/6/2020, 2019

CITY OF MARYSVILLE


Jon Nehring, Mayor

Dated: 3/21/20, 2019

Attest:

Approved as to form:


Tina Brock, Deputy City Clerk


Jon Walker, City Attorney

ORIGINAL

FBI Division	SEATTLE
Site Name	MARYSVILLE TANK
Site Number	SE-052
License Expiration Date	09/30/2022

STANDARD FBI ANTENNA SITE
LICENSE RENEWAL

Reference is made to the agreement dated 10/01/2019

between the LICENSOR: CITY OF MARYSVILLE
80 COLUMBIA AVENUE
MARYSVILLE, WA 98270-

POC: TONYA MIRANDA

POC Phone: 360-363-8123

and LICENSEE: **U.S. DEPARTMENT OF JUSTICE**
FEDERAL BUREAU OF INVESTIGATION

For use of the following facilities: SE-052 MARYSVILLE TANK

The Federal Bureau of Investigation desires to renew this License Agreement for the period beginning October 1, 2021 and ending September 30, 2022. The extension of this License Agreement is contingent upon Congressional approval of 2022 funding. Monthly License fee is **\$2,995.98**. Due to the Congressional budget process whereby the Federal Government may be operating on a continuing resolution basis at the beginning of the fiscal year and continuing until the budget for the Department of Justice is passed, sufficient funds needed to issue a purchase order for the entire yearly amount may not be available. In that circumstance, a purchase order may be issued for a portion of the year until all funding has been provided to the program management office. For questions, please contact Jacqueline Nichols at (703) 985-3051 or jnichols@fbi.gov.

U.S. DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

POC: *Jacqueline Nichols*
Date: 6/18/21

NOTICE

The Federal Government has created the System for Award Management (SAM.gov) <https://www.sam.gov/portal/public/SAM/>. This system increases visibility of vendor sources for specific supplies and services as well as establishes a common source of vendor data for the Federal Government. Every vendor registered in SAM.gov has a unique Dun and Bradstreet (DUNS) number. Payments to vendors are sent to the banking information that is tied to the DUNS number in SAM.gov. The banking information that the vendor enters into SAM.gov is not accessible to anyone other than the vendor. It is necessary for the Licensor (vendor) to ensure that the FBI has the correct DUNS to use which contains the banking account information where payments will be sent. The Licensor is required to keep the SAM.gov registration up-to-date and to ensure the banking information is correct.

PAYMENT INFORMATION FOR ELECTRONIC FUND TRANSFER

Taxpayer Identification Number 916001459
Licensor DUNS Number 076658673

The Federal Bureau of Investigation is a participating member of the INVOICE PROCESSING PLATFORM (IPP) system. To receive an internet e-mail notification of rental payment free of charge, log onto <http://www.ipp.gov/> and register with the IPP system.

ORIGINAL



U.S. Department of Justice
Federal Bureau of Investigation

RECEIVED
JUL 14 2021
CITY OF MARYSVILLE
PUBLIC WORKS &
COMMUNITY DEVELOPMENT

June 18, 2021

Dear Lease Management,

Enclosed, is the Antenna Site License Renewal Letter intended for fiscal year 2022. Please forward questions or concerns to jnichols@fbi.gov or (703)985-3051.

Respectfully,

A handwritten signature in blue ink, reading "Jacqueline Nichols", is positioned above the typed name.

Jacqueline Nichols
Finance & Site Licensing Group
ERF Bldg. 27958A
Quantico, VA 22135

FBI Division	<u>SEATTLE</u>
Site Name	<u>MARYSVILLE TANK</u>
Site Number	<u>SE-052</u>
License Expiration Date	<u>09/30/2019</u>

STANDARD FBI ANTENNA SITE
LICENSE RENEWAL

Reference is made to the agreement dated 10/01/2014
between the LICENSOR: CITY OF MARYSVILLE
80 COLUMBIA AVENUE
MARYSVILLE, WA 98270-
POC: CHERYL NICLAI
POC Phone: 360-363-8123
and LICENSEE: U.S. DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
For use of the following facilities: SE-052 MARYSVILLE TANK

The Federal Bureau of Investigation desires to renew this License Agreement for the period beginning October 1, 2017 and ending September 30, 2018. The extension of this License Agreement is contingent upon Congressional approval of 2018 funding. Monthly License fee is **\$1,468.54**. Due to the Congressional budget process whereby the Federal government may be operating on a continuing resolution basis at the beginning of the fiscal year and continuing until the budget for the Department of Justice is passed, sufficient funds needed to issue a purchase order for the entire yearly amount may not be available. In that circumstance, a purchase order may be issued for a portion of the year until all funding has been provided to the program management office. For questions, please contact Angenette L. Daniels at 703-985-2698 or Angenette.Daniels@ic.fbi.gov .

U.S. DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

POC: _____
Date: _____

NOTICE

The Federal Government has created the System for Award Management (SAM.gov) <https://www.sam.gov/portal/public/SAM/> This system increases visibility of vendor sources for specific supplies and services as well as establishes a common source of vendor data for the Federal Government. Every vendor registered in sam.gov has a unique Dun and Bradstreet (DUNS) number. Payments to vendors are sent to the banking information that is tied to the DUNS number in sam.gov. The banking information that the vendor enters into sam.gov is not accessible to anyone other than the vendor. It is necessary for the Licensor to ensure that the FBI has the correct DUNS to use which contains the banking account information where payments will be sent. The Licensor (vendor) is required to keep the sam.gov registration up-to-date and to ensure the banking information is correct.

PAYMENT INFORMATION FOR ELECTRONIC FUND TRANSFER

Taxpayer Identification Number	<u>916001459</u>
Licensor DUNS Number	<u>076658673</u>

The Federal Bureau of Investigation is a participating member of the INVOICE PROCESSING PLATFORM (IPP) system. To receive an internet e-mail notification of rental payment free of charge, log onto <http://www.ipp.gov/> and register with the IPP system.

FBI Division	SEATTLE
Site Name	MARYSVILLE TANK
Site Number	SE-052
License Expiration Date	09/30/2019

STANDARD FBI ANTENNA SITE
LICENSE RENEWAL

Reference is made to the agreement dated 10/01/2014

between the LICENSOR: CITY OF MARYSVILLE
80 COLUMBIA AVENUE
MARYSVILLE, WA 98270-

POC: TONYA MIRANDA

POC Phone: 360-363-8122

and LICENSEE: U.S. DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

For use of the following facilities: SE-052 MARYSVILLE TANK

The Federal Bureau of Investigation desires to renew this License Agreement for the period beginning October 1, 2015 and ending September 30, 2016. The extension of this License Agreement is contingent upon Congressional approval of 2016 funding. Monthly License fee is **\$1,384.24**. Due to the Congressional budget process whereby the Federal government may be operating on a continuing resolution basis at the beginning of the fiscal year and continuing until the budget for the Department of Justice is passed, sufficient funds needed to issue a purchase order for the entire yearly amount may not be available. In that circumstance, a purchase order may be issued for a portion of the year until all funding has been provided to the program management office. It is recommended that the Licensor submits monthly invoices. These will be processed outside the purchase order vehicle for circumstances whereby funding levels permit only month by month payment.

Please acknowledge below and return to FBI, Bldg 27958A, Quantico, VA 22135, Attn: Radio Site Licensing.

For questions, please contact Angenette L. Daniels, Angenette.Daniels@ic.fbi.gov at 703-985-2698.

Licensor Acknowledgement: 

Date: 8/14/15

NOTICE

The Federal Government has created the System for Award Management (SAM.gov) <https://www.sam.gov/portal/public/SAM/> This system increases visibility of vendor sources for specific supplies and services as well as establishes a common source of vendor data for the Federal Government. Every vendor registered in sam.gov has a unique Dun and Bradstreet (DUNS) number. Payments to vendors are sent to the banking information that is tied to the DUNS number in sam.gov. The banking information that the vendor enters into sam.gov is not accessible to anyone other than the vendor. It is necessary for the Licensor to ensure that the FBI has the correct DUNS to use which contains the banking account information where payments will be sent. The Licensor (vendor) is required to keep the sam.gov registration up-to-date and to ensure the banking information is correct.

PAYMENT INFORMATION FOR ELECTRONIC FUND TRANSFER

Taxpayer Identification Number 916001459 (mandatory)

Licensor DUNS Number 076658673 (mandatory)

The Federal Bureau of Investigation is a participating member of the INVOICE PROCESSING PLATFORM (IPP) system. To receive an internet e-mail notification of rental payment free of charge, log onto <http://www.ipp.gov/> and register with the IPP system.

ORIGINAL

COMMUNICATION SITE SUBLEASE/LICENSE RENEWAL

Whereas, the City of Marysville subleases or licenses to U.S. Department of Justice ("Subleasee/licensee") premises for the location of communications equipment pursuant to the terms of a Nonexclusive Communication Site Sublease/License dated May 11, 2004 (the "Sublease/License");

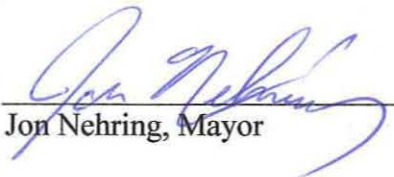
Whereas, Subleasee/licensee wishes to exercise a right of renewal under the Sublease/License;

Now, therefore, it is agreed as follows:

1. Exercise of Renewal. Subleasee/licensee hereby renews the lease for a period of 1 year from October 1, 2012 and ending on September 30, 2013 in accordance with paragraph 6 of the Sublease/License. Rent during the renewal period shall be in the amount of \$15,657.36, payable as follows: Payments will be made monthly through electronic fund transfers in the amount of \$1,304.78 for a total of 12 consecutive payments.
2. Contingencies. Renewal of the Sublease/License is conditioned on the following:
The extension of this license agreement is contingent upon Congressional approval of FY 2013 funding.
3. Acknowledgement of City. By the signature of the Mayor of the City of Marysville below the City acknowledges renewal of the Sublease/ License on the terms of the said Sublease/License and this Communication Site Sublease/License Renewal.
4. Ratification. Except for the provisions contained herein, the City of Marysville and Subleasee/licensee ratify and affirm as in full force and effect all terms and conditions of the Sublease/License.

In witness whereof the parties subscribed their names as of the date below stated:

City of Marysville

By: 
Jon Nehring, Mayor

Dated: 9/14/12

Subleasee/Licensee

By: 
Kelly A. Haden
Program Manager
Federal Bureau of Investigation

Dated: 7/17/12

ORIGINAL

COMMUNICATION SITE SUBLEASE/LICENSE RENEWAL

Whereas, the City of Marysville subleases or licenses to U.S. Department of Justice ("Subleasee/licensee") premises for the location of communications equipment pursuant to the terms of a Nonexclusive Communication Site Sublease/License dated May 11, 2004 (the "Sublease/License");

Whereas, Subleasee/licensee wishes to exercise a right of renewal under the Sublease/License;

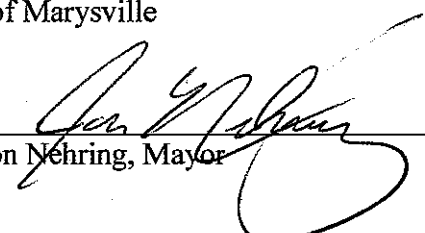
Now, therefore, it is agreed as follows:

1. Exercise of Renewal. Subleasee/licensee hereby renews the lease for a period of 1 year from October 1, 2011 and ending on September 30, 2012 in accordance with paragraph 6 of the Sublease/License. Rent during the renewal period shall be in the amount of \$15,201.36, payable as follows: Payments will be made monthly through electronic fund transfers in the amount of \$1,266.78 for a total of 12 consecutive payments.
2. Contingencies. Renewal of the Sublease/License is conditioned on the following:
The extension of this license agreement is contingent upon Congressional approval of FY 2012 funding.
3. Acknowledgement of City. By the signature of the Mayor of the City of Marysville below the City acknowledges renewal of the Sublease/ License on the terms of the said Sublease/License and this Communication Site Sublease/License Renewal.
4. Ratification. Except for the provisions contained herein, the City of Marysville and Subleasee/licensee ratify and affirm as in full force and effect all terms and conditions of the Sublease/License.

In witness whereof the parties subscribed their names as of the date below stated:

City of Marysville

By


Jon Nehring, Mayor

Dated:

7/11/11

Subleasee/Licensee

By:


Kelly A. Haden

Program Manager

Federal Bureau of Investigation

Dated:

6/9/11

COMMUNICATION SITE SUBLEASE/LICENSE RENEWAL

Whereas, the City of Marysville subleases or licenses to U.S. Department of Justice ("Subleasee/licensee") premises for the location of communications equipment pursuant to the terms of a Nonexclusive Communication Site Sublease/License dated May 11, 2004 (the "Sublease/License");

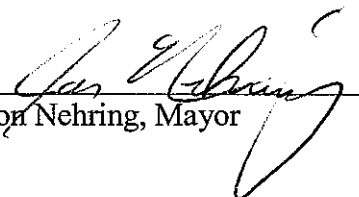
Whereas, Subleasee/licensee wishes to exercise a right of renewal under the Sublease/License;

Now, therefore, it is agreed as follows:

1. Exercise of Renewal. Subleasee/licensee hereby renews the lease for a period of 1 year from October 1, 2010 and ending on September 30, 2011 in accordance with paragraph 6 of the Sublease/License. Rent during the renewal period shall be in the amount of \$14,758.56, payable as follows: Payments will be made monthly through electronic fund transfers in the amount of \$1,229.88 for a total of 12 consecutive payments.
2. Contingencies. Renewal of the Sublease/License is conditioned on the following:
The extension of this license agreement is contingent upon Congressional approval of FY 2011 funding.
3. Acknowledgement of City. By the signature of the Mayor of the City of Marysville below the City acknowledges renewal of the Sublease/ License on the terms of the said Sublease/License and this Communication Site Sublease/License Renewal.
4. Ratification. Except for the provisions contained herein, the City of Marysville and Subleasee/licensee ratify and affirm as in full force and effect all terms and conditions of the Sublease/License.

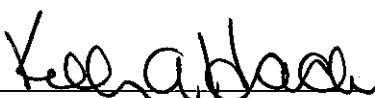
In witness whereof the parties subscribed their names as of the date below stated:

City of Marysville

By 
Jon Nehring, Mayor

Dated: 4/24/11

Subleasee/License

By: 

Dated: 2/24/11

STANDARD FBI ANTENNA SITE
LICENSE RENEWAL (NS)

Reference is made to the agreement dated May 11, 2004

between the LICENSOR: City of Marysville

80 Columbia Avenue

Marysville, WA 98270

P.O.C. Holly Kohl

P.O.C. Phone (360) 363-8276

and LICENSEE: U.S. DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

for the use of the following facilities: Marysville Tank IW-SE-341

The Federal Bureau of Investigation desires to renew this License Agreement for the period beginning October 1, 2010 and ending on September 30, 2011. The extension of this License Agreement is contingent upon Congressional approval of FY2011 funding. License fee is \$1,229.88 a month. Due to the Congressional budget process whereby the Federal government may be operating on a continuing resolution basis at the beginning of the fiscal year and continuing until the budget for the Department of Justice is passed, sufficient funds needed to issue a purchase order for the entire yearly amount may not be available. In that circumstance, a purchase order may be issued for a portion of the year until all funding has been provided to the program management office. It is recommended that the Licensor submits monthly invoices. These will be processed outside the purchase order vehicle for circumstances whereby funding levels permit only month by month payment.

U.S. DEPARTMENT OF JUSTICE
Federal Bureau of Investigation

By: Rosemary Lynn Mears

Title: ENGINEERING SUPPORT SPECIALIST

Date: June 1, 2010

Please provide or correct the following information:

Taxpayer Identification # 916001459

Depositor Account Number: 63284202

Bank Routing Number (9-Digits): 125000024

The Federal Bureau of Investigation is a participating member of the Internet Payment Platform (IPP) Payment Notification System. To receive an internet e-mail notification of rental payment free of charge, log onto <https://www.ipp.gov/> and register with the IPP system.



U.S. Department of Justice

Federal Bureau of Investigation

Washington, D. C. 20535-0001

RE: License renewal

Please find enclosed your FY-2011 renewal letter(s). Your signature is not required. Please verify that the following information is correct: Tax ID Number, Depositor Account Number, and Bank Routing Number. If you should have any changes you can fax them to (703) 985-2694 or mail them to:

FBI
Engineering Research Facility
Attn: Rosemary Lynn Mears
Building 27958A
Quantico, VA 22135-0001

Thank you for all your assistance and please call Rosemary Lynn Mears, (703) 985-6761 for any payment issues.

Sincerely

Rosemary Lynn Mears
Engineering Support Specialist

COMMUNICATION SITE SUBLEASE/LICENSE RENEWAL

Whereas, the City of Marysville subleases or licenses to U.S. Department of Justice ("Subleasee/licensee") premises for the location of communications equipment pursuant to the terms of a Nonexclusive Communication Site Sublease/License dated May 11, 2004 (the "Sublease/License");

Whereas, Subleasee/licensee wishes to exercise a right of renewal under the Sublease/License;

Now, therefore, it is agreed as follows:

1. Exercise of Renewal. Subleasee/licensee hereby renews the lease for a period of 1 year from October 1, 2009 and ending on September 30, 2010 in accordance with paragraph 6 of the Sublease/License. Rent during the renewal period shall be in the amount of \$14,328.72, payable as follows: Payments will be made monthly through electronic fund transfers in the amount of \$1,194.06 for a total of 12 consecutive payments.
2. Contingencies. Renewal of the Sublease/License is conditioned on the following:
The extension of this license agreement is contingent upon Congressional approval of FY 2010 funding.
3. Acknowledgement of City. By the signature of the Mayor of the City of Marysville below the City acknowledges renewal of the Sublease/ License on the terms of the said Sublease/License and this Communication Site Sublease/License Renewal.
4. Ratification. Except for the provisions contained herein, the City of Marysville and Subleasee/licensee ratify and affirm as in full force and effect all terms and conditions of the Sublease/License.

In witness whereof the parties subscribed their names as of the date below stated:

City of Marysville

By: Dennis L. Kendall
Dennis L. Kendall, Mayor

Dated: 9/14/09

Subleasee/License

By: Kell a Hader

Dated: 8/20/2009

COMMUNICATION SITE SUBLEASE/LICENSE RENEWAL

Whereas, the City of Marysville subleases or licenses to U.S. Department of Justice ("Subleasee/licensee") premises for the location of communications equipment pursuant to the terms of a Nonexclusive Communication Site Sublease/License dated May 11, 2004 (the "Sublease/License");

Whereas, Subleasee/licensee wishes to exercise a right of renewal under the Sublease/License;

Now, therefore, it is agreed as follows:

1. Exercise of Renewal. Subleasee/licensee hereby renews the lease for a period of 1 year from October 1, 2008 and ending on September 30, 2009 in accordance with paragraph 6 of the Sublease/License. Rent during the renewal period shall be in the amount of \$13,911.36, payable as follows: Payments will be made monthly through electronic fund transfers in the amount of \$1,159.28 for a total of 12 consecutive payments.
2. Contingencies. Renewal of the Sublease/License is conditioned on the following:
The extension of this license agreement is contingent upon Congressional approval of FY 2009 funding.
3. Acknowledgement of City. By the signature of the Mayor of the City of Marysville below the City acknowledges renewal of the Sublease/ License on the terms of the said Sublease/License and this Communication Site Sublease/License Renewal.
4. Ratification. Except for the provisions contained herein, the City of Marysville and Subleasee/licensee ratify and affirm as in full force and effect all terms and conditions of the Sublease/License.

In witness whereof the parties subscribed their names as of the date below stated:

City of Marysville

By Dennis L. Kendall
Dennis L. Kendall, Mayor

Dated: 9-9-08

Subleasee/License

By: Geen Abbas

Dated: 8/14/08

COMMUNICATION SITE SUBLEASE/LICENSE RENEWAL

Whereas, the City of Marysville subleases or licenses to U.S. Department of Justice ("Subleasee/licensee") premises for the location of communications equipment pursuant to the terms of a Nonexclusive Communication Site Sublease/License dated May 11, 2004 (the "Sublease/License");

Whereas, Subleasee/licensee wishes to exercise a right of renewal under the Sublease/License;

Now, therefore, it is agreed as follows:

1. Exercise of Renewal. Subleasee/licensee hereby renews the lease for a period of 1 year(s) from October 1, 2007 and ending on September 30, 2008 in accordance with paragraph 6 of the Sublease/License. Rent during the renewal period shall be in the amount of \$13,506.12, payable as follows:
Payments will be made monthly through electronic fund transfers in the amount of \$1,125.51 for a total of 12 consecutive payments.
2. Contingencies. Renewal of the Sublease/License is conditioned on the following:
The extension of this license agreement is contingent upon Congressional approval of FY 2008 funding.
3. Acknowledgement of City. By the signature of the Mayor of the City of Marysville below the City acknowledges renewal of the Sublease/ License on the terms of the said Sublease/License and this Communication Site Sublease/License Renewal.
4. Ratification. Except for the provisions contained herein, the City of Marysville and Subleasee/licensee ratify and affirm as in full force and effect all terms and conditions of the Sublease/License.

In witness whereof the parties subscribed their names as of the date below stated:

City of Marysville

By Dennis L. Kendall
Dennis L. Kendall, Mayor

Dated: 8/31/07

Subleasee/License

By Margaret D. Denozaki
MARGARET D. DENOZAKI
CONTRACTING OFFICER
FEDERAL BUREAU OF INVESTIGATION

Dated: 8/9/2007

COMMUNICATION SITE SUBLEASE/LICENSE RENEWAL

Whereas, the City of Marysville subleases or licenses to U.S. Department of Justice ("Subleasee/licensee") premises for the location of communications equipment pursuant to the terms of a Nonexclusive Communication Site Sublease/License dated May 11, 2004 (the "Sublease/License");

Whereas, Subleasee/licensee wishes to exercise a right of renewal under the Sublease/License;

Now, therefore, it is agreed as follows:

1. Exercise of Renewal. Subleasee/licensee hereby renews the lease for a period of 1 year(s) from October 1, 2006 and ending on September 30, 2007 in accordance with paragraph 6 of the Sublease/License. Rent during the renewal period shall be in the amount of \$13,112.76, payable as follows:
Payments will be made monthly through electronic fund transfers in the amount of \$1,092.73 for a total of 12 consecutive payments.
2. Contingencies. Renewal of the Sublease/License is conditioned on the following:
The extension of this license agreement is contingent upon Congressional approval of FY 2007 funding.
3. Acknowledgement of City. By the signature of the mayor of the City of Marysville below the City acknowledges renewal of the Sublease/ License on the terms of the said Sublease/License and this Communication Site Sublease/License Renewal.
4. Ratification. Except for the provisions contained herein, the City of Marysville and Subleasee/licensee ratify and affirm as in full force and effect all terms and conditions of the Sublease/License.

In witness whereof the parties subscribed their names as of the date below stated:

City of Marysville

By: Dennis L. Kendall
Dennis L. Kendall, Mayor

Dated: 1/19/07

Subleasee/License

By: K. O. Adams

Dated: 1/31/07

FBI Divisio. Seattle
Site Name Marysville Tank
Site Number IW-SE-341
License Exp. Date 09/30/2019

STANDARD FBI ANTENNA SITE
LICENSE RENEWAL

Reference is made to the agreement dated 11 May 2004

between the LICENSOR: **CITY OF MARYSVILLE**
1049 State Ave
Suite 201
Marysville, WA 98270
Tax ID # 91-6001459

POC: Mary Swenson
POC Tel: (360) 651-5000

and LICENSEE: **U.S. DEPARTMENT OF JUSTICE**
FEDERAL BUREAU OF INVESTIGATION

for the use of the following facilities: **Marysville Tank, WA Communications Site**

The Federal Bureau of Investigation desires to renew this License Agreement for the period beginning **October 1, 2005** and ending of **September 30, 2006**. The extension of this License Agreement is contingent upon approval of **FY2006** funding. The monthly license fee is **\$1,060.90**. In compliance with the Debt Collection Improvement Act of 1996, all federal payments will be made via electronic funds transfer.

LICENSOR: By: Dennis L Kendall

Date: September 6, 2005

LICENSEE: **U.S. DEPARTMENT OF JUSTICE**
Federal Bureau of Investigation
Bldg. 27958A, Quantico, VA 22135
(703) 632-6714

By: Kell A Hosa

Date: 8/10/05

Please provide or correct the following information:

DUNS (Dunn and Bradstreet) Number: **07-665-8673**

Depositor Account Number: **63284202**

Bank Routing Number (9-Digits): **125000024**

The Federal Bureau of Investigation is a participating member of the **PAYMENT ADVISE INTERNET DELIVERY (PAID)** system. To receive an internet e-mail notification of rental payment free of charge, log onto <http://fms.treas.gov/paid/> and register with the PAID system.

STANDARD FBI ANTENNA SITE
LICENSE RENEWAL

Reference is made to the agreement dated **11 May 2004**

between the LICENSOR:

CITY OF MARYSVILLE
1049 State Ave
Suite 201
Marysville, WA 98270
Tax ID # 91-6001459

POC: Mary Swenson
POC Tel: (360) 651-5000

and LICENSEE:

U.S. DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

for the use of the following facilities: **Marysville Tank, WA Communications Site**

The Federal Bureau of Investigation desires to renew this License Agreement for the period beginning **October 1, 2004** and ending of **September 30, 2005**. The extension of this License Agreement is contingent upon approval of **FY2005** funding. The monthly license fee is **\$1,030.00**. In compliance with the Debt Collection Improvement Act of 1996, all federal payments will be made via electronic funds transfer.

LICENSOR:

By: *Dennis L Kendall*
Mayor

Date: *10-18-04*

LICENSEE:

U.S. DEPARTMENT OF JUSTICE
Federal Bureau of Investigation
Bldg. 27958A, Quantico, VA 22135
(703) 632-6714

By: *Kee A. Aden*

Date: *8-16-04*

Please provide or correct the following information:

DUNS (Dunn and Bradstreet) Number: *07-665-8673*

Depositor Account Number: **63284202**

Bank Routing Number (9-Digits): **125000024**

The Federal Bureau of Investigation is a participating member of the PAYMENT ADVISE INTERNET DELIVERY (PAID) system. To receive an internet e-mail notification of rental payment free of charge, log onto <http://fms.treas.gov/paid/> and register with the PAID system.

NONEXCLUSIVE COMMUNICATION SITE SUBLEASE/LICENSE

THIS NONEXCLUSIVE COMMUNICATION SITE SUBLEASE/LICENSE (this "Licensee") is made by and between the City of Marysville, a municipal corporation and political subdivision of the State of Washington (hereinafter sometimes called "the City"), and The United States Department of Justice (hereinafter sometimes called "Co-locator," "USDOJ" or "licensee") this 1st day of May, 2004.

RECITALS

- I. The City has entered into a Communication Site Lease (the "Master Lease") with Snohomish County Emergency Radio System ("SERS"), a Washington Interlocal non-profit corporation.
- II. Under the Master Lease SERS has or is expected to construct a Communication Facility consisting of an antenna and related structures on the premises.
- III. Under the Master Lease, the City has the exclusive right to enter into sublease agreements or equivalent licensing agreements with third-party co-locators.
- IV. USDOJ desires to enter into a sublease or license with the City on the terms and conditions of this Sublease/License.

AGREEMENT

In consideration of the mutual covenants contained in this Sublease/License, the parties agree as follows:

1. RECOGNITION AND ACKNOWLEDGMENT OF MASTER LEASE.

Unless specifically provided otherwise herein, Licensee hereby recognizes, acknowledges and agrees to be fully bound to the terms of the Master Lease and all exhibits, schedules, General Terms and Conditions and Site Standards, Conditions and Interference Mitigation Requirements referenced in, attached to or incorporated into the Master Lease.

2. WARRANTY OF CITY. The City hereby warrants that the Master Lease is in full force and effect as of the date of this Sublease/License. The City agrees to continue to perform in accordance with the terms and conditions of the Master Lease. Except for the foregoing warranty, the City makes no warranty to Licensee either express or implied, concerning the Master Lease, the premises, or the suitability of the premises and improvements for Licensee's intended use.

3. NONEXCLUSIVE. This is a nonexclusive Sublease/License and Licensee

acknowledges and agrees that the site will be used by SERS as a communication facility and that the City may sublease or license the site and improvements to other sublessees/licensees to co-locate upon and use the premises and improvements for communications.

4. **PRECONDITIONS.** The City's performance under this Sublease/License is expressly preconditioned upon SERS's and the City's execution of the Master Lease and SERS's construction of the improvements required by the Master Lease to create a facility upon which Sublessee may co-locate. Should SERS not enter into the Master Lease, or should SERS fail to construct improvements required by the Master Lease, or should any preconstruction interference study conducted by or delivered to the City show that Licensee's agreed equipment will cause interference as the City may determine, at the option of the City, the City may declare this Sublease/License null and void and of no force and effect. Except as to any preconditions recognized by this paragraph, the parties shall be fully bound to this Sublease/License upon the stated effective date and licensee shall fully pay all rents and other charges due and perform all obligations of Licensee from and after the commencement date.

5. **PREMISES.** The City agrees to sublease or license to Licensee and Licensee agrees to lease or license from the City, upon the terms and conditions set forth herein, those areas and locations on the antenna, those related connectors, equipment, conduits and lines, and those storage areas described in detail on **Exhibit A** ("the connection and storage areas" or the "premises"). The connection and storage areas are located on premises depicted in an Area Map and Site Plans with legal description set out in detail in **Exhibit A** hereto (the "Site"). The connection and storage areas are part of an antenna and structures on the site described in detail in **Exhibit A** (the "Equipment and Structures List"). By taking possession of the premises, Licensee accepts the premises in their existing condition. The City makes no representation or warranty with respect to the condition of the premises and site and the City shall not be liable for any latent or patent defect in the premises or the site.

6. **TERM.**

The initial term shall be commence on _____ 2004 and expire on September 30, 2004. Thereafter, the term shall be for total of up to five years, consisting of five one year periods of licensee's fiscal year of October 1, to September 30 of the following year. Licensee shall give City notice 60 days before the expiration of a fiscal year of renewal for the following fiscal year.

7. **OPTION TO EXTEND.** So long as the same is not prohibited by the Master Lease, the City has not exercised any rights to terminate this Sublease/License, and Licensee has faithfully and fully performed all terms and conditions of this Sublease/License, Licensee shall have the right to extend this Sublease/License on the following terms and conditions:

a. **Notice.** Between one hundred eighty (180) days before and one hundred

fifty (150) days before the termination date, Licensee shall give the City written notice of its intent to extend this Sublease/License. Said notice shall be addressed and mailed in accordance with paragraph 31 of this Sublease/License.

b. **Rate Study.** Upon receipt of the notice, the City shall cause a rate study to occur to determine the fair market rental for the extended term of the lease. The results of the said study shall determine the rental for the extended period of the lease.

c. **Length of Extension.** Upon exercise of an option to extend, the term may be extended as permitted under the terms of this Sublease/License for two (2) additional five (5) year periods consisting of annual terms matching Licensee's fiscal year.

d. **Terms and Conditions.** Except for the rental rate determined by the rate study, the remaining terms and conditions of this Sublease/License shall be in full force and effect during the extension period.

8. **EQUIPMENT TO BE ATTACHED.** Licensee may attach to the antenna and structures only the equipment, connectors conduits and line expressly set out in **Exhibit A** (the "agreed equipment"). Said agreed equipment shall be installed in accordance with the plans and specifications set out in **Exhibit A**. The City may require that Licensee submit an interference study to the City demonstrating that the agreed equipment will not cause interference with existing and contemplated equipment to use the premises. Licensee may not use the premises for any other purpose.

9. **FACILITY FEE; RENT; ADDITIONAL RENT; OTHER CHARGES.** Licensee agrees to pay the City, and where indicated third parties, fees, rent, additional rent and other charges as follows:

a. **SERS Siting Fee.** Licensee agrees to pay a siting fee to SERS in an amount set out in the General Terms and Conditions to the Master Lease. The siting fee will be negotiated between SERS and USDOJ. Said fee shall be paid upon execution of this Sublease/License.

b. **City Siting Fee.** Licensee agrees to pay a siting fee to the City in the amount of TWO THOUSAND DOLLARS (\$2,000.00). Said fee shall be paid upon execution of this Sublease/License.

c. **Annual Base Rent.** Licensee shall pay the City annual base rent in the amount amount of \$12,000. Base rent for the initial term shall be paid within thirty (30) days of expiration of the initial term. Thereafter annual base rent shall be due and payable within thirty days (30) of the expiration of each fiscal year. Should the City allow

allow Licensee to add to or change the equipment to be attached, any agreement addressing the addition to or change of equipment shall address adjustment of the annual base rent and any pro-ratio to account for additions or changes in the middle of a lease year.

d.. **Adjustment of Annual Base Rent.** The annual base rent shall be adjusted beginning with the lease year commencing on the third anniversary of the commencement date. Said increase shall be a 3% increase.

e. **Insurance Cost.** If as a result of this Sublease/License the City's cost for any insurance shall increase, the City shall invoice Licensee for the increased cost on the anniversary of the commencement date. Licensee shall pay the City's invoice within thirty (30) days of the postmark on the City's mailing of the invoice. Said reimbursement shall be deemed to be additional rent.

f.. **Utilities Cost.** If all of the utilities to Licensee's equipment and facilities are not separately metered and billed to Licensee, but the said utility is billed to the City and increases the City's cost for utilities, the City shall invoice Licensee for the increased cost on the anniversary of the commencement date. Licensee shall pay the City's invoice within thirty (30) days of the postmark on the City's mailing of the invoice. Said reimbursement shall be deemed to be additional rent.

g.. **Tax Imposed on the City.** Should any tax be imposed on the City for or on account of this Sublease/License, or the City's receipt of payments under this Sublease/License, upon the City's payment of said tax, the City shall invoice Licensee for the tax imposed upon the City. Licensee shall pay the City's invoice within thirty (30) days of the postmark on the City's mailing of the invoice. Said reimbursement shall be deemed to be additional rent.

h.. **No Offset.** All charges under this lease are charges for rent. Tenant shall pay all rent under this lease without offset.

10. **INTEREST.** In addition to all other charges, in the event a payment is not paid when due, Licensee shall pay to the City interest in compliance with the Prompt Payment Act.

11. **TAXES.** Licensee is exempt from the payment of state and local taxes associated with this Sublease/License.

12. **USE OF THE CONNECTION AND STORAGE AREAS.**

a. **Installation.** Licensee may use the connection and storage areas to install, maintain and operate the agreed equipment. This use shall be nonexclusive. Installation

shall be done under the supervision of the City or its designee. The City may forbid installation of any material, even if part of the agreed equipment, if in the City's sole judgment, reasonably exercised, the material will damage the property or interfere with the rights of SERS, the City, or any present or prospective co-locator. All expenses of installation of Licensee's equipment shall be at the sole cost and expense of Licensee. Licensee shall paint the color of its facilities as the City may direct.

b. **Compliance With Law; Waste.** Licensee shall, at its expense, comply with all present and future federal, state and local laws, ordinances, rules and regulations (including laws and ordinances relating to health, radio frequency emissions, other radiation and safety) in connection with the use, operation, maintenance, construction and/or installation of equipment and use of the premises. Licensee shall not permit, and shall not cause waste upon the premises.

c. **Removal.** The Licensee shall remove its equipment and materials from the premises upon the termination of this Sublease/License at its own expense. Such removal shall be done in a workmanlike and careful manner and without interference or damage to any other equipment, structures or operations on the premises, including that of SERS, the City or any co-locator. If, however, Licensee requests permission not to remove all or a portion of its equipment and materials, and the City consents to such non-removal, title to the affected equipment and materials shall thereupon transfer automatically as of the date of the request to the City and the same shall thereafter be the sole and entire property of the City and Licensee shall be relieved of the duty to otherwise remove the same. If Licensee is required to remove its materials and equipment, Licensee shall restore the affected area of the premises to the reasonable satisfaction of the City. All costs and expenses of removal and restoration shall be borne by Licensee and to the extent permitted by applicable Federal Law, Licensee shall hold the City harmless from any portion thereof.

13. **EQUIPMENT AND MATERIALS UPGRADE.** Licensee may not replace or alter its materials, installation and equipment without the agreement of the City, including any required agreement for the adjustment of the annual base rent.

14. **MAINTENANCE.**

a. Licensee shall, at its own expense, maintain any equipment on or attached to the premises in a safe condition, in good repair and in a manner suitable to the City so as not to conflict with the use of or other leasing of the premises by the City. Licensee shall not interfere with the use of the antenna, the premises, related facilities or other equipment of SERS and any co-locators.

b. Licensee shall have sole responsibility for the maintenance, repair and

security of its equipment and personal property and sub-leasehold improvements and shall keep the same in good condition and repair during the sublease/license term.

c. Licensee shall keep the premises free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference.

d. Should the City, SERS or a co-locator undertake painting, construction or other alterations on the antenna, Licensee shall take reasonable measures at Licensee's sole cost to cover and/or protect Licensee's equipment, personal property or materials.

15. **LIENS.** Licensee acknowledges that the City and the premises may not, and shall not, be subject to claims for liens for labor and materials, and shall keep the premises and any other property of the City free from any liens for work, labor, materials or services delivered to Licensee, or claimed by or through Licensee. To the extent and manner provided by Federal Law, Licensee shall indemnify, defend and hold the City harmless from and against any such claims or liens and the City's attorney's fees and costs incurred in connection therewith.

16. **PREMISES ACCESS.**

a. Licensee at all times during this Sublease/License, subject to notice requirements to the City as set out below, and subject to rules that SERS and/or the City may from time to time implement and issue, shall have vehicle access through existing gates and driveways to the antenna and premises.

b. Licensee shall request access to the premises twenty-four (24) hours in advance, except in an emergency.

c. The City may at all times enter upon those portions of the premises occupied by Licensee to examine and inspect the premises for safety and to ensure that the Licensee is complying with the provisions of this Sublease.

17. **UTILITIES.** Unless separate metering is not available, Licensee shall arrange for separate metering of its utilities associated with its use as permitted by this Sublease/License. Licensee shall pay all costs associated with arranging for said metering and Licensee shall pay all utility charges as and when they come due. Licensee may not install an emergency power generator or alternate power system on the premises without the consent of the City. The City in its sole discretion may refuse to grant consent. Should the City consent, and an emergency generator or alternate power system is installed by Licensee, the system shall conform to all fire prevention regulations of the fire district, all requirements of the Public Utility District No. 1 of Snohomish County, and all regulations of any other agency with jurisdiction. The City shall not be liable for the interruption of utility services or failure of emergency power or any damages or

losses resulting from such interruption or failure.

18. **LICENSE FEES.** Licensee shall pay, as they become due and payable, all fees, charges, taxes and expenses required for licenses and permits required for or occasioned by Licensee's use of the premises, if any.

19. **INTERFERENCE.** Licensee's installation, operation, and maintenance of the agreed equipment shall not damage or interfere in any way with SERS's operations, the City's operations or the operation of other co-locators. Licensee agrees to immediately cease upon actual notice activities which materially interfere with other operations. The City at all times during this Sublease/License reserves the right to take any action it deems necessary in its sole discretion to repair, maintain, alter or improve the premises.

The City may at any time obtain an interference study to determine if Licensee's activities interfere with the use and operation of other communication facilities on the antenna which pre-existed Licensee's agreed equipment. If Licensee's agreed equipment causes interference, Licensee shall take all measures reasonably necessary to correct and eliminate the interference and reimburse the City the cost of the interference study. If the interference cannot be eliminated in a reasonable time, Licensee shall immediately cease operating its equipment until the interference has been eliminated. If the interference cannot be eliminated within thirty (30) days, the City may terminate this Sublease/License.

The City may receive requests to sublease to co-locators. If after installation of Licensee's agreed equipment the City proposes to enter into a sublease with a co-locator, the City will advise Licensee of the proposal, and the City will supply Licensee with such information as the third party will provide for review for noninterference. Licensee shall have thirty (30) days to review and comment on the information supplied. If Licensee does not object in writing within the said thirty (30) days, then Licensee shall be deemed to have consented to the co-location and shall be conclusively deemed to have agreed that the proposal will not cause interference with Licensee's agreed equipment and operation. If Licensee timely objects, and the City verifies the objection, the City will not proceed with the proposal, unless the proposal is reasonably modified to avoid interference.

Notwithstanding the provisions of the previous paragraph, the City does not guarantee to Licensee subsequent noninterference with Licensee's agreed equipment. Further, regardless of the provisions of the previous paragraph, the City itself, SERS, or any governmental unit may be allowed to operate or place facilities on the antenna regardless of actual or potential interference with Licensee's use. In such event, Licensee may terminate this sublease on thirty (30) days notice to the City.

20. **INSURANCE.** Licensee is self insured.

21. **INDEMNIFICATION.** To the extent and in the manner provided by Federal Law, Licensee shall, at its sole cost and expense, indemnify and hold harmless the City, its elected officials, Council members, employees, agents, attorneys and contractors (collectively "indemnitees") from and against:

a. Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including without limitation reasonable fees and expenses of attorneys, expert witnesses and consultants) which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any act or omission of Licensee, its personnel, employees, agents, contractors or subcontractors, resulting in personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible and intangible property, libel, slander, invasion of privacy and unauthorized use of any trademark, trade name, copyright, patent, service mark or any other right of any person, firm or corporation, which may arise out of or be in any way connected with the construction, reconstruction, remodel, revision, installation, operation, maintenance, use of condition of the premises, Licensee's agreed equipment, or Licensee's failure to comply with any federal, state, or local statute, ordinance or regulation.

b. Any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation reasonable fees and expenses of attorneys, expert witnesses and other consultants) which are imposed upon, incurred by or asserted against the Indemnitees by reason of any claim or lien arising out of work, labor, materials or supplied provided to or supplied to Licensee, its contractors or subcontractors for the installation, construction, operation, maintenance or use of the premises or Licensee's agreed equipment, and upon request of City Licensee shall immediately cause any claim against the premises to be released and discharged.

The indemnity provided for herein shall remain in full force and effect despite the negligence of the Indemnitees. Licensee shall have no obligation to indemnify the City for the sole negligence of the Indemnitees. This indemnity shall survive any termination of this Sublease/License.

22. **RELEASE OF CLAIMS.** Licensee hereby releases the City for all claims for damages which may arise from defects in the antenna and related structures on the premises, or which may arise from the existing or future water storage tank and appurtenances on the premises, or for damage by storm, rain, leakage or any natural occurrence.

23. **HAZARDOUS MATERIALS AND ENVIRONMENTAL COMPLIANCE.**

a. **Definitions.** "Hazardous Materials" as used in this Sublease shall mean:

- i. Any toxic substances or waste, sewage, petroleum products, radioactive substances, heavy metals, medical, corrosive, noxious, acidic, bacteriological or disease producing substances; or
- ii. Any dangerous waste or hazardous waste as defined in:
 - (a) Washington Hazardous Waste Management Act as now existing or hereafter amended (RCW Ch. 70.105);
 - (b) Resource Conservation and Recovery Act as now existing or hereafter amended (42 U.S.C. Sec. 6901 et seq); or
- iii. Any hazardous substance as defined in:
 - (a) Comprehensive Environmental Response, Compensation and Liability Act as now existing or hereafter amended (43 U.S.C Sec. 9601 et seq); or
 - (b) Washington Model Toxics Control Act as now existing or hereafter amended (RCW Ch. 70.105D); or
- iv. Any pollutants, contaminants or substances posing a danger or threat to public health, safety or welfare or to the environment, which are regulated or controlled as such by applicable federal, state or local laws or regulations as now existing or hereafter amended.

b. Environmental Compliance.

- i. In the use and occupancy of the Premises, the Licensee shall, at the Licensee's own expense, comply with all federal state and local laws and regulations now or hereafter in effect related to hazardous materials and the environment which are applicable to the premises, Licensee's business or any activity or condition on or about the premises (the "environmental laws"). The Licensee warrants that its business and all its activities to be conducted or performed in, or about the premises shall comply with all of the environmental laws. The Licensee agrees to change, reduce, or stop any noncomplying activity or install necessary equipment, safety devices, pollution control systems or other installations as may be necessary at any time during the term of this sublease to comply with the environmental laws.
- ii. The Licensee shall not, without first obtaining the City's prior written approval, use generate, release, handle, spill, store, treat, deposit,

transport, sell or dispose of any hazardous materials in, on or about the premises. In the event, and only in the event, that the City approves any of the foregoing, the Licensee agrees that such activity shall occur safely and in compliance with the environmental laws.

iii. The Licensee shall not cause or permit to occur any violation of the environmental laws on, under, or about the premises, or arising from the Licensee's use or occupancy of the premises.

iv. The Licensee, at its own expense, in a timely manner shall make all reports, including self reports, and supply all submissions required to comply with all environmental laws. If the Licensee shall fail to fulfill this duty, at its option the City may fulfill such reporting requirements, and bill the cost thereof to Licensee as if the same was additional rent, or the City may employ the default provisions of this Sublease. All of the City's remedies shall be cumulative, and the exercise of one remedy shall not be deemed to be a waiver or release of any other remedy. Licensee's environmental obligations shall survive a termination of this Sublease.

v. Should any governmental or regulatory authority demand that a cleanup or remediation plan be prepared and that a cleanup or remediation be undertaken because of any action of Licensee whereby a deposit, spill, discharge or other release of hazardous materials occurs during the term of this Sublease/License, then Licensee shall, in a timely manner and at the Licensee's own expense, prepare and submit the required plans and all related bonds and other financial assurances and Licensee shall then carry out all such cleanup and remediation plans at its own expense. Any such cleanup and remediation plans are subject to the City's prior written approval. Although the City reserves the right to review and approve such cleanup and remediation plans, the City assumes no responsibility for such plans or their compliance with the environmental laws.

c. **Environmental indemnity.** To the extent and in the manner provided by Federal Law, the Licensee shall be fully and completely liable to the City for, and shall fully save and indemnify the City from, any and all cleanup and/or remediation costs and expenses and any and all other charges, expenses, fees, penalties (civil and criminal) imposed by any governmental or regulatory authority arising out of the Licensee's use, disposal, transportation, generation, release, handling, spillage, storage, treatment, deposit and/or sale of hazardous materials on or about the premises. In addition, Licensee shall indemnify and save the City harmless from any and all claims, liabilities, lawsuits, damages and expenses, including reasonable attorney's fees for injuries to persons or death, property damage, loss or costs caused by the Licensee's use, disposal, transportation, generation, release, handling, spillage, storage, treatment, deposit and/or

sale of hazardous materials by the Licensee. For the purposes of this paragraph, "Licensee" shall be construed to mean Licensee, or any of its agents, representatives, employees or contractors. This indemnity shall survive the termination of this Sublease/License.

d. **Remediation on Lease/License Termination.** Upon expiration or earlier termination of this Sublease/License, Licensee shall remove, remediate or clean up any hazardous materials on or emanating from the premises, occasioned by Licensee, and Licensee shall undertake whatever other action may be necessary to therefore bring the premises into full compliance with environmental laws. Licensee shall submit its plan of cleanup to the City for review and approval. Notwithstanding review and approval by the City, the City assumes no responsibility for any plan of cleanup, or for Licensee's compliance with environmental laws. If Licensee does not timely proceed with a plan of cleanup, the City may supply Licensee with a notice of default, and if within the deadline specified in the notice, Licensee does not make reasonable progress, the City thereafter may proceed with cleanup as necessary and bill all of the City's costs, including costs of investigation and reporting, to Licensee.

24. **NON-DISCRIMINATION.** The City and Licensee shall not discriminate on the basis of race, color, sex, religion, nationality, creed, age or the presence of any sensory, mental or physical disability in the employment or application for employment in the administration or delivery of services or any other benefits associated with this Sublease. The parties shall comply with all laws against discrimination including but not limited to Chapter 49.60 RCW and Titles VI and VII of the Civil Rights Act of 1964.

25. **SIGNS.** No advertising shall be permitted on the premises except as required by law or regulation. Licensee may post its name, address and an emergency number on a painted sign, provided the design, size and location meet applicable codes and the sign is approved in advance in writing by the City.

26. **DEFAULT AND TERMINATION FOR DEFAULT.** It shall be a default if Licensee shall fail to fully and timely make any payment under this Sublease/License or fail to fully and timely perform as required by this Sublease/License. In the event of a default, the City may give Licensee a notice of default as follows:

- a. for nonpayment of rent, a ten (10) day notice to pay or vacate;
- b. for any other nonperformance under the lease a twenty (20) day notice to comply or vacate.

If Licensee does not pay or cure its performance within the deadline specified by the notice the City, at its option, may without further notice re-enter the premises and eject Licensee

from the premises. At its option, the City may also (1) declare in writing the sublease terminated, in which event Licensee shall immediately remove the agreed equipment from the premises and pay the City a sum of money equal to the total amount of unpaid rent accrued through the date of termination, the amount of rent remaining to be paid on the Sublease reduced by that amount the Licensee proves could have been reasonably mitigated, and the City's costs, including reletting costs and reasonable attorney's fees, or (2) without terminating this Sublease, relet the premises, or any part thereof, for the account of the Licensee upon such terms as the City deems advisable, and if a deficiency remains compared to the reserved rent and the City's reletting costs and reasonable attorney's fees, and invoice and collect the shortage from sublessee, or (3) pursue any other remedy permitted at law or in equity.

No re-entry and taking possession of the premises by the City shall be construed as an election on the City's part to terminate this Sublease/License, regardless of the extent of renovation or alterations by the City, unless the City declares in writing that this Sublease is terminated. Notwithstanding any reletting without termination, the City may at any time thereafter elect to terminate this Sublease/License for such previous breach.

27. **COSTS AND ATTORNEY'S FEES.** If a legal or equitable action is instituted by reason of any default or breach of this Sublease/License, or because of a dispute concerning the terms and provisions of this Sublease/License, to the extent and the manner provided by Federal Law, the prevailing party shall be entitled to recover all of its legal costs, expert witness and consultant fees, and reasonable attorney's fees.

28. **VENUE AND CHOICE OF LAW.** This Sublease shall be governed by and construed in accordance with the laws of the State of Washington.

29. **OPTIONAL RIGHTS TO TERMINATE.** Even though no party may be in default under the terms of this Sublease/License, the City and Licensee, upon giving notice as specified, shall have optional rights to terminate this Sublease/License as follows:

a.. **Damage or Destruction.** Upon thirty (30) days written notice, one to the other, in the event that the antenna, or Licensee's agreed equipment, is substantially damaged or destroyed, either party may declare this sublease terminated.

b.. **Antenna Unsound.** Upon thirty (30) days written notice from the City to Licensee, in the event that the antenna, as determined by the City in its sole discretion, is determined to be structurally unsound or otherwise not suitable for Licensee's use.

c.. **Redevelopment.** Upon thirty (30) days written notice from the City to Licensee, in the event that the City determines, in its sole discretion, that the property should be redeveloped.

d.. **Health Hazard.** Upon thirty (30) days written notice from the City to Licensee, in the event that the City determines, in its sole discretion, that the continued use of the antenna and related equipment is in fact a threat to the health, safety or welfare of local community.

30. **ASSIGNMENT OR SUBLEASE.**

a. **Prohibited Without Consent.** Licensee shall not assign or transfer this Sublease/License or any interest or rights therein, nor delegate its duties under this Sublease/License, nor sub-sublease/license the whole or any part of the premises, nor grant an option for assignment, delegation, transfer or sub-sublease/license for the whole or any part of the premises, nor shall this Sublease/License or any interest thereunder be assignable, delegable or transferable by operation of law, or by any process or proceeding of any court or otherwise without obtaining the prior written consent of the City. If the City gives its consent to any assignment, delegation, sub-sublease or other transfer, the same shall not be a waiver, and this paragraph shall nevertheless continue in full force and effect, and no further assignment, delegation, sub-sublease or other transfer shall be made without the City's consent. All prohibited events under this paragraph are hereinafter referred to as "transfers," or "transfer."

b. **Notice by Sublessee/Licensee — Production of Records.** If Sublessee/Licensee desires to transfer this Sublease/License, Licensee shall notify the City in writing of said desire to transfer at least ninety (90) days prior to the effective date of the proposed transfer. The notice shall specify the date of the proposed transfer, the identity of the transferee, and the terms of the proposed transfer, including all consideration of any kind to be received by the licensee. Upon request by City, licensee shall provide:

- i. a full and complete financial statement of the proposed transferee;
- ii. a copy of the proposed transfer instrument;
- iii. an affidavit from the transferee that it has examined the Master Lease, and all accompanying schedules and exhibits, and has examined this Sublease/License, has had an opportunity to consult with legal counsel, and understands the terms and conditions under which a transfer will be undertaken; and
- iv. any other information the City reasonably requests.

c. **Decision by the City.** The City shall review the request to transfer and

respond with either an approval or disapproval not later than sixty (60) days prior to the effective date of the proposed transfer. Disapproval shall be final and binding on the Licensee and shall not be subject to litigation or appeal. The City shall charge Licensee a reasonable fee for administrative costs for the review and processing of a transfer. Said fee shall be due and payable upon invoice from the City to Licensee.

d. **Effect of Transfer.** Should the City consent to a transfer, the transferee shall be fully bound to this Sublease/License and the Master Lease. Despite consent by the City and a permitted transfer, Licensee and any subsequent transferor shall not be released, but shall also be fully bound to and obligated to payment and performance under this Sublease/License.

31. **NOTICES.** Except for notices required under Chapter 59.12 RCW, notices required under this Sublease/License shall be given in writing to the following respective addresses, effective as of the postmark time and date, or to such other place as may hereafter be designated by either party in writing:

a. if to City, to:

The Chief Administrative Officer
City of Marysville
1049 State Avenue
Marysville, WA 98270

b. if to Licensee, to

Federal Bureau of Investigation
Bldg 27958A
Quantico, VA 22135
Attn: Site Lease Group

32. **HOLDING OVER.** If Licensee holds over after the expiration of the term of this Sublease or any extension thereof, Licensee, if the Master Lease has not expired, shall become a subtenant from month to month upon the terms of this Sublease/License as applicable. Acceptance by the City of rent after such expiration or early termination shall not result in a renewal of this Sublease/License, or waiver of any early termination, and shall not affect the City's right of reentry or any other rights the City may have. If Licensee fails to surrender possession of the premises upon expiration of this Sublease/License, despite demand to do so, as provided for by law, Licensee shall pay two (2) times the rent herein specified (prorated on a monthly basis), interest, attorney's fees and costs as specified in this Sublease/License.

33. **NO PRESUMPTION AGAINST DRAFTER.** Licensee and City agree that this Sublease/License has been freely negotiated by the parties, and in the event of any dispute

concerning the meaning or interpretation of the terms and conditions of this Sublease/License, there shall be no inference, presumption or conclusion drawn against the City for or on account that the City or its legal counsel have prepared this Sublease/License.

34. **CAPTIONS.** The captions of this Sublease/License are for convenience only and do not in any way limit or amplify the provisions of this Sublease/License.

35. **AUTHORITY.** Licensee covenants and represents that it has full authority and power to execute this Sublease/License, and that by execution of this Sublease/License it will not violate any provision of law or contract and that Licensee will be fully bound to full payment and performance under the terms of this Sublease/License.

36. **CUMULATIVE REMEDIES.** No provision of this Sublease/License shall preclude the City from pursuing any other remedies the City may have for or on account of Licensee's failure to perform its obligations.

37. **NONWAIVER.** The failure of the City to insist upon strict performance of the terms of this Sublease/License shall not be construed as a waiver by the City of strict performance. Waiver of a particular default shall not be deemed to be a waiver of any subsequent breach or default.

38. **SURRENDER OF PREMISES.** At the end of the term of this Sublease/License, besides performance of specific removal and remediation covenants provided for elsewhere in this Sublease/License, and subject to those covenants, Licensee shall peaceably deliver up to the City possession of the premises in the same condition as received, except for ordinary wear and tear.

39. **INTEGRATION; FULL AGREEMENT.** This Sublease/License is intended as a full and final expression of the agreement between the parties. All prior discussions, statements, representations, and warranties are integrated and merged into this agreement. There are no agreements between the parties, and there are no representations on which either party relies except as set forth in this Sublease/License.

DATED: 5-11-04

CITY OF MARYSVILLE

By Dennis L Kendall
DENNIS KENDALL, Mayor

ATTEST: Gerry Becker
Gerry Becker, City Clerk

/wpf/mv/comm.lease DOJ

DATED: 5/20/04

LICENSEE: Department of Justice

By Margaret D. Desjardis
Its Contracting Officer

By _____
GERRY BECKER, City Clerk

Approved as to form:

By Grant K. Weed
GRANT K. WEED, City Attorney

USCG/DOJ

UNITED STATES COAST GUARD
DEPARTMENT OF JUSTICE

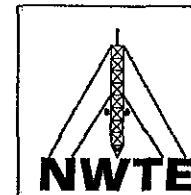
MARYSVILLE TANKS

8812 64TH ST NE

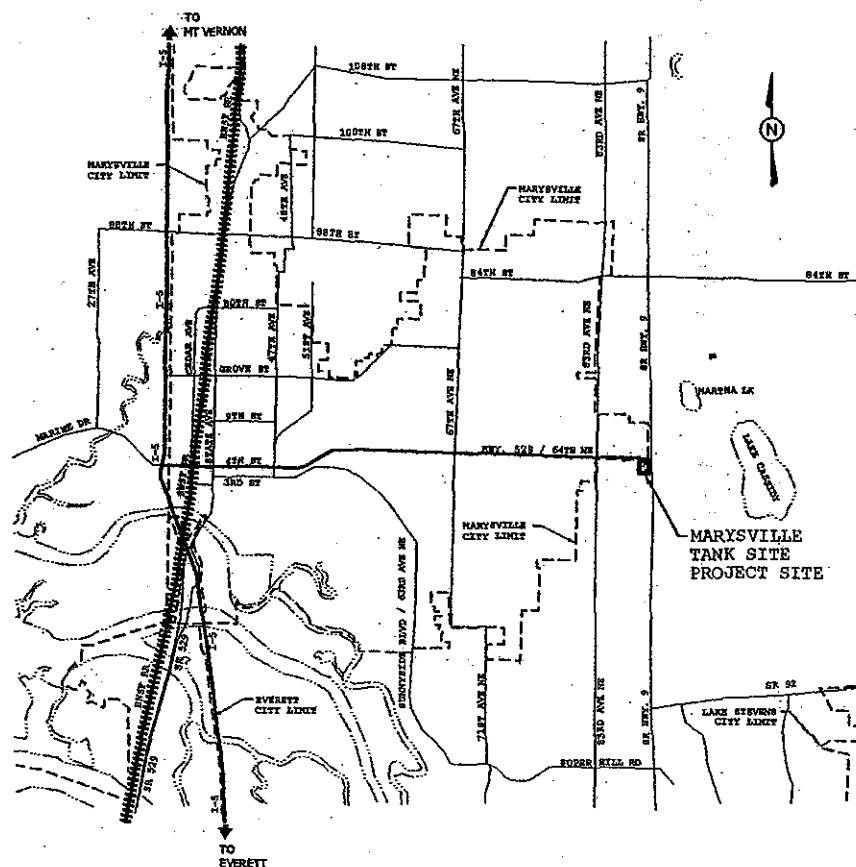
SR-528\64TH ST NE & HWY 9

LATITUDE: N 48°03'8"
LONGITUDE: W 122°06'42"

EXHIBIT
A



NORTHWEST
TOWER ENGINEERING
2210 HEWITT AVE, STE 209
EVERETT, WA 98201-3767
PHONE: 425.258.4248
FAX: 425.258.4289



VICINITY MAP

NETWORK SYSTEM OWNER:

SEBS
1121 SE EVERETT MALL WAY SUITE 210
EVERETT, WA 98208
CONTACT: SPENCER BARNER
PH: (425) 407-3949

LANDLORD:

CITY OF MARYSVILLE
4822 GROVE ST.
MARYSVILLE, WA. 98270

PROJECT DESCRIPTION:

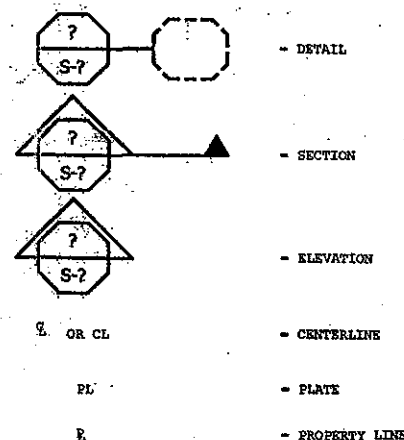
USCG AND DOJ ARE PROPOSING TO CONSTRUCT, OPERATE AND MAINTAIN AN UNOCCUPIED RADIO COMMUNICATIONS FACILITY. THE FACILITY WILL CONSIST OF AN EQUIPMENT SHELTER AND 7 ANTENNAS ATTACHED TO AN EXISTING 280' LATTICE TOWER FOR RADIO COMMUNICATION. THE EQUIPMENT SHELTER WILL HOUSE RADIO, ELECTRICAL AND TELCO EQUIPMENT.

JURISDICTION
SNOHOMISH COUNTY

PROJECT INFORMATION

- T-1 = TITLE SHEET
- G-1 = GENERAL NOTES
- C-1 = SURVEY
- C-2 = TARGET DRAINAGE PLAN
- S-0 = SNOHOMISH COUNTY REQUIREMENTS
- S-1 = OVERALL SITE PLAN
- S-2 = ENLARGED SITE PLAN
- S-3 = ELEVATIONS
- S-4 = ANTENNA INFORMATION
- S-5 = CONSTRUCTION DETAILS

SHEET INDEX



LEGEND

TOWER ENGINEERS:
NORTHWEST TOWER ENGINEERING, PLLC.
2210 HEWITT AVE, SUITE 209
EVERETT, WA 98201-3767
PH: (425) 258-4248

ELECTRICAL ENGINEERS:
ESI CONSULTING ENGINEERS
1900 W. EMERSON PL., SUITE 200
SEATTLE, WA 98102-3513
PH: (206) 323-4144

RF ENGINEERS:
HATFIELD & DAWSON
9500 GREENWOOD AVENUE NORTH
SEATTLE, WA 98103
PH: (206) 783-9151

SURVEYORS:
BUSH, ROED & HITCHINGS
2009 MINOR AVE EAST
SEATTLE, WA. 98102
PH: (206) 323-4144

TARGET DRAINAGE:
M.L.A., INC.
11800 N.E. 160TH STREET
BOYELL, WA 98011-4156
PH: (425) 488-4800

ACOUSTICAL ENGINEER:
THE GREENDUSCH GROUP
1900 W MICKERSON ST. STE 201
SEATTLE, WA 98119
PH: (206) 378-0569

CONTRACTOR LIST

SUBSTRUCTURES:

BURIED UTILITIES ARE SHOWN AS INDICATED ON RECORDS MAPS FURNISHED BY OTHERS AND VERIFIED WHERE POSSIBLE BY FEATURES LOCATED IN THE FIELD. WE ASSUME NO LIABILITY FOR THE ACCURACY OF THESE RECORDS. FOR THE FINAL LOCATION OF EXISTING UTILITIES IN AREAS CRITICAL TO DESIGN CONTACT THE UTILITY OWNER/AGENCY.

DESCRIPTION

TAX PARCEL #: 30052500302400

EAST 400 FEET OF THAT PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M. LYING WEST OF THE SECONDARY STATE HIGHWAY 1-A, EXCEPT THAT PORTION OF THE AFORE DESCRIBED PARCEL LYING NORTHERLY OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT OPPOSITE HIGHWAY ENGINEER'S STATION (HEREINAFTER REFERRED TO AS H.E.S.), 198+50 AND 110 FEET SOUTHERLY WHEN MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF SR 528, JUNCTION SR 5 IN MARYSVILLE TO JCT SR 9; THENCE EASTERLY IN A STRAIGHT LINE TO A POINT OPPOSITE H.E.S. 207+00; THENCE SOUTHEASTERLY IN A STRAIGHT LINE TO A POINT OPPOSITE H.E.S. 450+50 ON THE CENTERLINE OF SR 9, LAKE STEVENS TO ARLINGTON, AND 75 FEET WESTERLY THEREFROM AND THE END OF THIS LINE DESCRIPTION, SUBJECT TO AND TOGETHER WITH EASEMENTS, RESERVATIONS, AND RESTRICTIONS FOUND UNDER AUDITOR'S FILE NUMBERS 1189397, 2330311 AND 8112010095, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

LEGAL DESCRIPTION

NO.	DATE	ISSUE
1	09-22-03	BUILDING PERMIT SUB.
2		
3		
4		

PERMIT SUBMITTAL

REVISION

EXISTING 280-FT
SELF-SUPPORTING
TOWER

TOWER DESCRIPTION

MARYSVILLE TANKS
8812 64TH ST NW
MARYSVILLE, WA

SITE LOCATION

TITLE
SHEET

SHEET TITLE

T-1

SHEET NO.

PROJECT NO. 030066.02

DRAWN BY K.P.W.

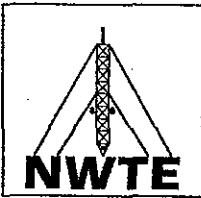
CHECKED BY S.A.D.

DATE 09-22-03

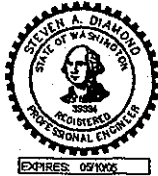
SCALE VARIES

NOT USED

GENERAL NOTES



NORTHWEST
TOWER ENGINEERING
2210 HEWITT AVE, STE 209
EVERETT, WA 98201-3767
PHONE: 425.258.4248
FAX: 425.258.4289



NO.	DATE	ISSUE
1	09-22-03	BUILDING PERMIT SUB.
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PERMIT SUBMITTAL
REVISION

EXISTING 280-FT
SELF-SUPPORTING
TOWER

TOWER DESCRIPTION

MARYSVILLE TANKS
8812 64TH ST NW
MARYSVILLE, WA

SITE LOCATION

GENERAL
NOTES
SHEET TITLE

G-1
SHEET NO.

PROJECT NO. 030066.02

DRAWN BY K.P.W.

CHECKED BY S.A.D.

DATE 09-22-03

SCALE VARIES

1. ALL CONCRETE FOR FOUNDATIONS SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI AFTER 28 DAYS.
2. THE CONCRETE MIX SHALL NOT CONTAIN LESS THAN 5 1/4" SACKS OF CEMENT (ASTM C 150 TYPE II) PER CUBIC YARD.
3. THE CONCRETE SHALL HAVE A MAXIMUM AGGREGATE SIZE OF 3/4".
4. THE CONCRETE MIX SHALL PRODUCE A MAXIMUM SLUMP OF 5" ±1".
5. THE CONCRETE MIX SHALL HAVE A TOTAL AIR CONTENT OF 5 %, WITH A TOLERANCE OF PLUS OR MINUS 1.5%. AIR-ENTRAINING ADMIXTURES SHALL CONFORM TO ASTM C 260.
6. THE CONCRETE MIX SHALL HAVE A MAXIMUM WATER-CEMENT RATIO OF 0.45. WATER REDUCING OR ACCELERATING ADMIXTURES SHALL CONFORM TO ASTM C 494.
7. THE CONCRETE SHALL NOT CONTAIN CALCIUM CHLORIDE OR ANY OTHER ADMIXTURE CONTAINING CHLORIDE OTHER THAN NATURAL IMPURITIES.
8. FORMWORK SHALL CONFORM TO ACI 318-99 SPECIFICATIONS.
9. ALL CONCRETE SHALL BE PLACED IN A MONOLITHIC POUR UNLESS SHOWN OTHERWISE ON THE DRAWINGS.
10. PROVIDE CHAMFERS AT ALL EXPOSED CORNERS OF CONCRETE.
11. CONCRETE WORK UNDER EXTREME WEATHER CONDITIONS SHALL CONFORM TO ACI 318-99 SPECIFICATIONS.

CONCRETE

1. ALL REINFORCING STEEL TO BE GRADE 60 DEFORMED BILLET STEEL PER ASTM A615.
2. ANCHOR RODS TO BE ASTM F155, GRADE 55 WITH A PLATE, WASHER, AND NUT UNLESS NOTED OTHERWISE ON THE DRAWINGS.
3. REINFORCEMENT SHALL BE FABRICATED AND PLACED IN ACCORDANCE WITH THE ACI 315 AND CRSI. SUPPORT REINFORCING AS REQUIRED BY CRSI TO PREVENT DISPLACEMENT UPON CONCRETE POURING.
4. MAINTAIN ALL CLEARANCES NOTED ON THE DRAWINGS. WHERE NO DIMENSIONS ARE NOTED, USE THE ACI RECOMMENDED CLEARANCES.
5. MINIMUM COVER FOR REINFORCING BARS SHALL BE 3", FOR CONCRETE POURED AGAINST SOIL.
6. TIE BARS SECURELY WITH #16 ANNEALED WIRE AND SUPPORT AS REQUIRED.
7. ALL WELDED WIRE FABRIC TO BE PER ASTM A185. ALL BARS AND WIRE SHALL BE FREE OF RUST, MILL SCALE, DIRT, OR OTHER FOREIGN MATERIAL PRIOR TO CASTING CONCRETE.
8. PROVIDE MINIMUM LAP SPLICES OF 36 BAR DIAMETERS UNLESS NOTED OTHERWISE.
9. FIELD BENDING OR WELDING OF REINFORCEMENT BARS IS NOT PERMITTED.

STEEL REINFORCEMENT

1. ALL DETAILS, FABRICATION, AND ERECTION OF STRUCTURAL STEEL SHALL CONFORM TO THE AISC SPECIFICATIONS, 9TH EDITION.
2. ALL WIDE FLANGE SHAPES, ANGLES, CHANNELS, AND PLATES TO BE ASTM A36, Fy = 36 KSI, OR A572, Fy = 50 KSI.
3. ALL SOLID RODS TO BE ASTM A572, Fy = 50 KSI.
4. SQUARE STEEL TUBING TO BE ASTM A500-B, Fy=46 KSI
ROUND STEEL TUBING TO BE ASTM A53-B, Fy=36 KSI
5. ALL STRUCTURAL STEEL CONNECTION BOLTS SHALL CONFORM TO ASTM A325. CONNECTION BOLTS SHALL BE FULLY TIGHTENED CONFORMING TO AISC "SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A325 OR A490 BOLTS." ALL BOLTS TO BE HOT-DIPPED GALVANIZED IN ACCORDANCE WITH ASTM A123, A153, AND B695. NO BOLT SHALL BE REUSED.
6. ALL EXPOSED STRUCTURAL STEEL MEMBERS SHALL BE HOT-DIPPED GALVANIZED AFTER FABRICATION PER ASTM A123. EXPOSED STEEL HARDWARE AND ANCHOR BOLTS SHALL BE GALVANIZED PER ASTM A153 OR B695.
7. THE CONTRACTOR SHALL SUBMIT DETAILED, ENGINEERED, AND CHECKED SHOP DRAWINGS FOR ALL STRUCTURAL STEEL TO THE ENGINEER OF RECORD FOR APPROVAL PRIOR TO THE START OF FABRICATION.
8. CALCULATIONS AND DRAWING TO BE STAMPED BY A STRUCTURAL ENGINEER REGISTERED IN THE STATE OF WASHINGTON.
9. THE STEEL FABRICATOR SHALL BE APPROVED BY THE BUILDING OFFICIAL TO PERFORM WORK IN THE SHOP WITHOUT SPECIAL INSPECTION.

STRUCTURAL STEEL

1. ALL WELDING TO BE PERFORMED BY AWS CERTIFIED WELDERS AND CONDUCTED IN ACCORDANCE WITH THE LATEST EDITION OF THE AWS WELDING CODE.
2. ALL ELECTRODES TO BE E70XX LOW HYDROGEN.
3. MINIMUM WELD SIZE TO BE 0.1875 INCH FILLET WELDS UNLESS NOTED OTHERWISE ON THE DRAWINGS.

WELDING

1. A QUALIFIED INDEPENDENT TESTING LABORATORY, EMPLOYED BY THE OWNER, SHALL PERFORM PERIODIC INSPECTION AND TESTING IN ACCORDANCE WITH USC SECTION 1701 FOR THE FOLLOWING CONSTRUCTION WORK:
 - A. STRUCTURAL CAST-IN-PLACE CONCRETE AND STEEL REINFORCING.
 - B. STRUCTURAL HIGH STRENGTH BOLTED CONNECTIONS.
 - C. FIELD AND FULL PENETRATION STRUCTURAL WELDING.
 - D. STRUCTURAL MASONRY
 - E. SPECIAL GRADING, EXCAVATION, AND STRUCTURAL FILL.
 - F. PILING, DRILLED PIERS, AND CAISSONS.
 - G. STEEL REINFORCING IN CONCRETE.
 - H. MISCELLANEOUS SPECIAL CASES, INVOLVING CONSTRUCTION UNDER HAZARDOUS OR UNUSUAL CONDITIONS.
2. THE INSPECTION AGENCY SHALL SUBMIT INSPECTION AND TEST REPORTS TO THE BUILDING DEPARTMENT, THE ENGINEER OF RECORD, AND THE OWNER IN ACCORDANCE WITH USC SECTION 1701.3.

SPECIAL INSPECTION

1. CONCRETE MASONRY UNITS SHALL BE ASTM C90 NORMAL WEIGHT, GRADE N-I.
2. MASONRY UNITS SHALL BE PLACED IN STRAIGHT UNIFORM COURSES OF REGULAR RUNNING BOND.
3. MORTAR SHALL BE ASTM C270 TYPE S.
4. GROUT SHALL BE ASTM C476, F'C = 2000 PSI AT 28 DAYS. GROUT SHALL BE READY-MIX TYPE.
5. THE ALLOWABLE GROUT SLUMP SHALL BE 10" PLUS OR MINUS 1".
6. A MINIMUM OF 24 HOURS SHALL HAVE ELAPSED BETWEEN COMPLETION OF THE LAYOUT OF A WALL SECTION AND GROUTING.
8. REINFORCING STEEL SHALL BE GRADE 60 DEFORMED BILLET STEEL PER ASTM A615.
9. VERTICAL REINFORCING STEEL SHALL BE DROPPED INTO PLACE AFTER COMPLETION OF THE WALL SECTION AND PRIOR TO GROUTING AND HORIZONTAL REINFORCING STEEL SHALL BE PLACED AS THE WALL IS LAID UP.

MASONRY

1. PAINT TO BE ROHN INDUSTRIES PAINT P4TNPO5 AND P4TNPO9 FOR ORANGE AND WHITE COLORS RESPECTIVELY. APPLY PAINT IN FULL COMPLIANCE WITH MANUFACTURER'S RECOMMENDATIONS.

PAINT

1. TOWER LIGHTING TO BE RED NIGHT LIGHT ACCORDING TO FAA REGULATIONS.

LIGHTING

1. THE DESIGN MUST INCLUDE GROUNDING SYSTEMS COMPLIANT TO MOTOROLA R56 MANUAL DATED 03-01-00 OR NEWER.

LIGHTNING PROTECTION GROUNDING

WHERE APPLICABLE THE GENERAL CONTRACTOR IS RESPONSIBLE FOR WAVE GUIDE SUPPORT, HANGERS, ANTENNA MOUNTS, CONDUIT, JUNCTION BOXES, COAXIAL CABLE, COAXIAL CONNECTORS, HOISTING GRIPS, WEATHERPROOFING, TOWER LIGHT CONTROLLER, GROUND KITS, BUS BARS, GROUND WIRE, ETC. TO BE APPROVED BY ENGINEER. (WHERE APPLICABLE THE GENERAL CONTRACTOR IS RESPONSIBLE FOR LIFT, TRANSPORT AND PLACEMENT OF PRE-FAB BUILDINGS ON FOUNDATIONS.)

GENERAL CONTRACTOR RESPONSIBILITY

1. ALL METHODS, MATERIALS, AND WORKMANSHIP SHALL FOLLOW THE DICTATES OF GOOD CONSTRUCTION PRACTICE.
2. ALL WORK INDICATED ON THESE DRAWINGS SHALL BE PERFORMED BY QUALIFIED CONTRACTORS.
3. ALL DIMENSIONS, MATERIALS, AND DETAILS OF THE EXISTING STRUCTURES ARE INCLUDED FOR INFORMATION ONLY. CONTRACTOR SHALL FIELD VERIFY ALL RELEVANT INFORMATION PRIOR TO CONSTRUCTION OR FABRICATION AND NOTIFY THE ENGINEER OF RECORD IMMEDIATELY OF ANY VARIANCE OR DISCREPANCIES. ALL NEW WORK SHALL ACCOMMODATE EXISTING CONDITIONS. DETAILS NOT SPECIFICALLY SHOWN ON THE DRAWINGS SHALL FOLLOW SIMILAR DETAILS FOR THIS JOB.
4. DIMENSIONS GIVEN FOR NEW CONSTRUCTION MUST ALSO BE VERIFIED BY THE CONTRACTOR PRIOR TO FABRICATION AND ERECTION TO AVOID POTENTIAL CONFLICTS WITH EXISTING WORK.
5. ANY SUBSTITUTIONS MUST CONFORM TO THE REQUIREMENTS OF THESE NOTES AND SPECIFICATIONS AND SHOULD BE SIMILAR TO THOSE SHOWN. ALL SUBSTITUTIONS SHALL BE SUBMITTED TO THE ENGINEER OF RECORD FOR REVIEW AND APPROVAL PRIOR TO FABRICATION.
6. ANY MANUFACTURED STRUCTURES MUST CONFORM TO THE REQUIREMENTS OF THESE NOTES AND SPECIFICATIONS AND SHOULD BE SIMILAR TO THOSE SHOWN. PLANS FOR SUCH STRUCTURES SHALL BE STAMPED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF WASHINGTON, AND SUBMITTED TO THE ENGINEER OF RECORD FOR APPROVAL PRIOR TO FABRICATION.
7. ALL WORK SHALL BE DONE IN ACCORDANCE WITH LOCAL CODES AND SAFETY REGULATIONS.
8. THE CONTRACTOR IS RESPONSIBLE FOR THE DESIGN AND EXECUTION OF ALL MISCELLANEOUS SHORING, BRACING, TEMPORARY SUPPORTS, ETC. NECESSARY TO PROVIDE COMPLETE AND STABLE STRUCTURES AS SHOWN ON THESE DRAWINGS.

GENERAL

1. ANSI/TIA/EIA: STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWERS AND ANTENNA SUPPORTING STRUCTURES, 222-F EDITION.
2. UBC: UNIFORM-BUILDING-CODE, 1997 EDITION.
3. ASTM: STANDARDS FOR BUILDING CODES, LATEST EDITION.
4. ACI 318: AMERICAN CONCRETE INSTITUTE, BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE, 318-99.
5. ACI 315: AMERICAN CONCRETE INSTITUTE, DETAILS AND DETAILING OF CONCRETE REINFORCEMENT, LATEST EDITION.
6. CRSI: CONCRETE STEEL REINFORCING INSTITUTE, MANUAL OF STANDARD PRACTICE, LATEST EDITION.
7. AISC: AMERICAN INSTITUTE OF STEEL CONSTRUCTION, MANUAL OF STEEL CONSTRUCTION, 9TH EDITION.
8. AWS: AMERICAN WELDING SOCIETY, STRUCTURAL WELDING CODE, LATEST EDITION.

APPLICABLE CODES AND STANDARDS

1. BASIC WIND SPEED AS SPECIFIED BY CLIENT: 100 MPH EIA.
2. BASIC WIND SPEED IN COMBINATION WITH 1/4" RADIAL ICR: 69 MPH.
3. SEISMIC LOADING IS DETERMINED PER CHAPTER 16 OF THE UBC, SEISMIC ZONE 3, SOIL TYPE - SC (ASSUMED)
4. STRUCTURES SHALL BE BUILT ACCORDING TO THE OCCUPANCY CATEGORY OF ESSENTIAL FACILITIES PER THE 1997 UNIFORM BUILDING CODE. FOR ESSENTIAL FACILITIES, USE THE FOLLOWING IMPORTANCE FACTORS:
I = 1.25, Ip = 1.50 & Iw = 1.15.
5. ALLOWABLE VALUES FOR FOUNDATION DESIGN ARE PER PSI GEOTECHNICAL EVALUATION REPORT NUMBER 704-25098-1, DATED AUGUST 7, 2002.
6. IF GEOTECHNICAL REPORT IS NOT AVAILABLE, ALLOWABLE VALUES FOR FOUNDATION DESIGN, FOR NEW CONSTRUCTION, SHALL BE PER ABC TABLE 18-I-A:
 - A. ALLOWABLE NET VERTICAL BEARING PRESSURE: 1500 PSF.
 - B. ALLOWABLE NET HORIZONTAL PRESSURE OF SOIL: 150 PCF.
7. ANTENNA, PYLONS AND SUPPORT STRUCTURES: WEIGHTS AND EXPOSED AREAS PROVIDED BY CLIENT AND BY MANUFACTURER.

DESIGN CRITERIA

1. CONTRACTOR SHALL VERIFY THE LOCATION OF UNDERGROUND UTILITIES IN THE AREA WHERE EXCAVATION WORK IS TO BE PERFORMED.
2. ALL FOUNDATIONS SHALL BEAR ON FIRM UNDISTURBED SOIL.
3. ALL FOOTING EXCAVATIONS SHALL BE MANUALLY CLEANED PRIOR TO PLACING CONCRETE. COMPACT THE EXPOSED SOIL SURFACE AND ANY GRANULAR FILL UNDER THE FOUNDATION TO 90 % OF THE MODIFIED PROCTOR DENSITY.
4. FOOTINGS MAY BE POURED IN NEAT EXCAVATIONS PROVIDED THE SIZE IS INCREASED 3 INCHES AT EACH INTERFACE WITH THE SOIL.
5. CONTRACTOR SHALL PROVIDE DESIGN AND INSTALLATION OF ALL CRIBBING, SHEATHING, AND SHORING REQUIRED TO SAFELY RETAIN THE EARTH BANKS.
6. BACKFILL NEAR AND AROUND THE FOUNDATIONS SHALL BE A WELL GRADED FILL MATERIAL PLACED IN 12" THICK LAYERS THAT HAS BEEN COMPACTED TO 90 % OF THE MODIFIED PROCTOR DENSITY.

FOUNDATIONS

PARCEL #: 30052500302400
ZONING: RURAL URBAN
TRANSITION AREA

TAX PARCEL NUMBER & ZONING

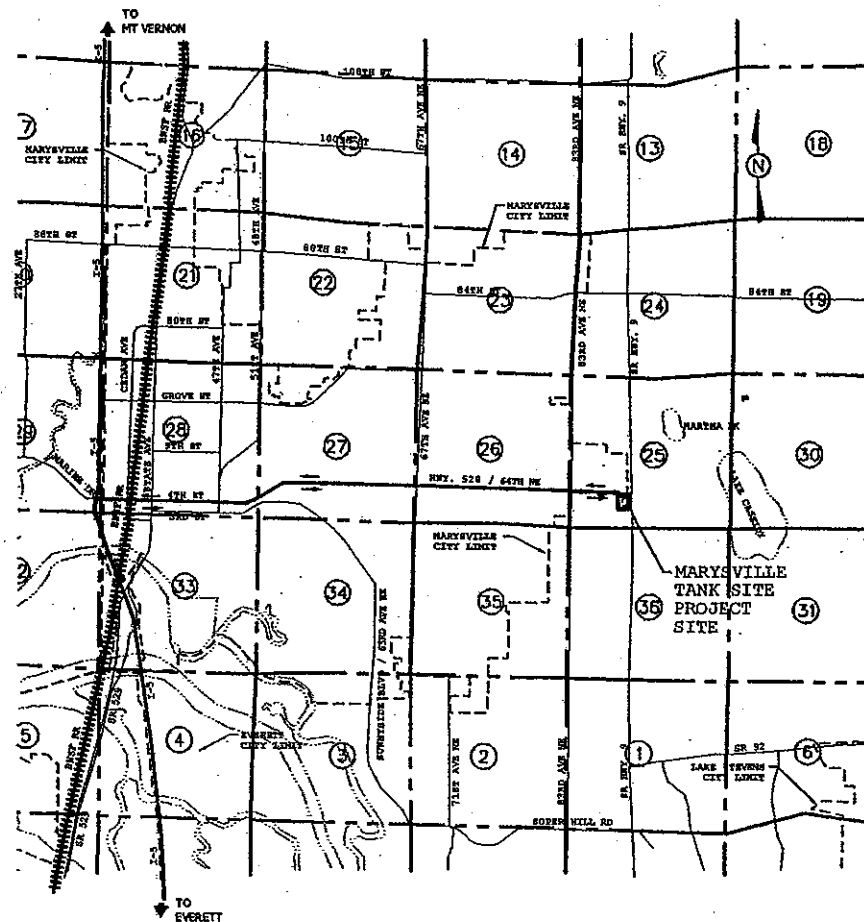
SUBSTRUCTURES:
BURIED UTILITIES ARE SHOWN AS INDICATED ON RECORDS MAPS FURNISHED BY OTHERS AND VERIFIED WHERE POSSIBLE BY FEATURES LOCATED IN THE FIELD. WE ASSUME NO LIABILITY FOR THE ACCURACY OF THOSE RECORDS. FOR THE FINAL LOCATION OF EXISTING UTILITIES IN AREAS CRITICAL TO DESIGN CONTACT THE UTILITY OWNER/AGENCY.

DESCRIPTION

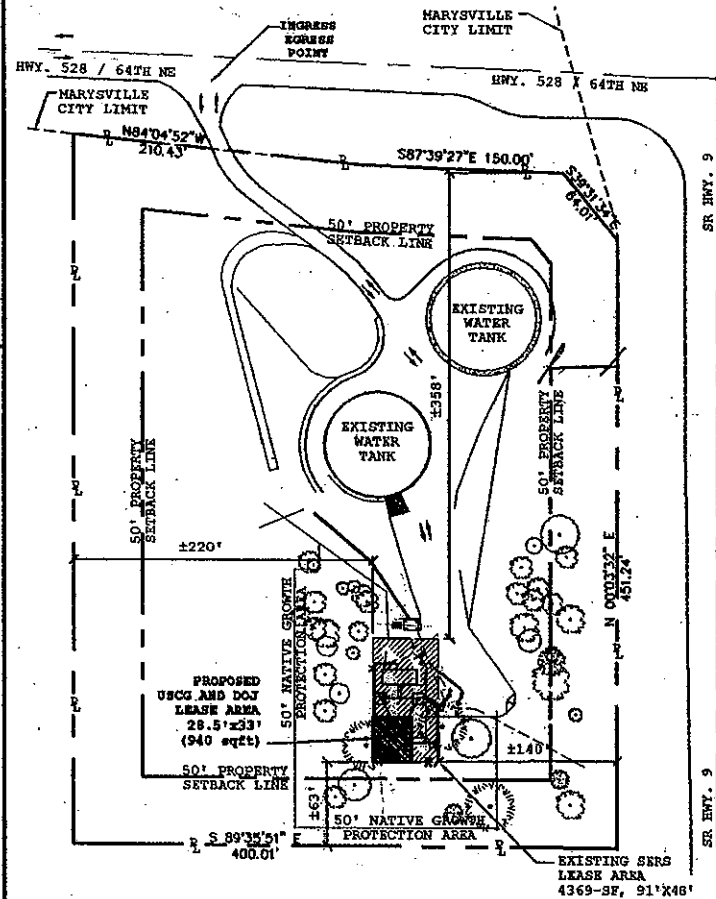
TAX PARCEL #: 30052500302400

EAST 400 FEET OF THAT PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M. LYING WEST OF THE SECONDARY STATE HIGHWAY 1-A, EXCEPT THAT PORTION OF THE ABOVE DESCRIBED PARCEL LYING NORTHERLY OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT OPPOSITE HIGHWAY ENGINEER'S STATION (HEREINAFTER REFERRED TO AS H.E.S.), 198+50 AND 110 FEET SOUTHERLY WHEN MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF SR 528, JUNCTION SR 5 IN MARYSVILLE TO JCT SR 9; THENCE EASTERLY IN A STRAIGHT LINE TO A POINT OPPOSITE H.E.S. 207+00; THENCE SOUTHEASTERLY IN A STRAIGHT LINE TO A POINT OPPOSITE H.E.S. 450+50 ON THE CENTERLINE OF SR 9, LAKE STEVENS TO ARLINGTON, AND 75 FEET WESTERLY THEREFROM AND THE END OF THIS LINE DESCRIPTION, SUBJECT TO AND TOGETHER WITH EASEMENTS, RESERVATIONS, AND RESTRICTIONS FOUND UNDER AUDITOR'S FILE NUMBERS 1189397, 2330311 AND 8112010095, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

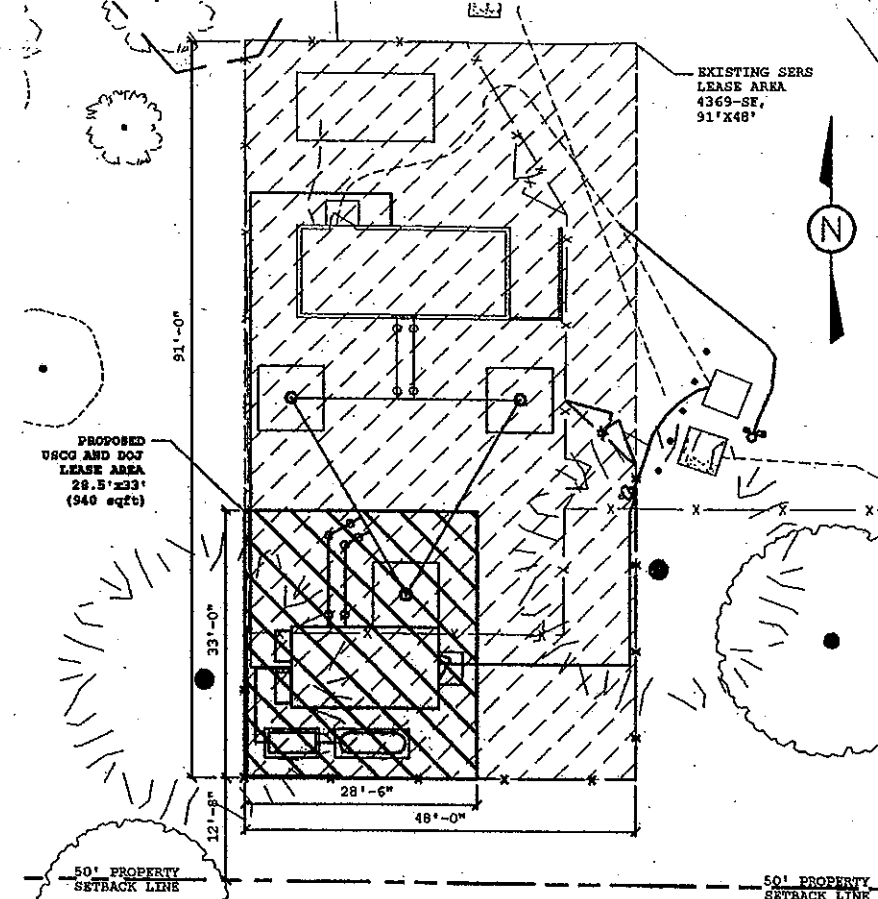
LEGAL DESCRIPTION



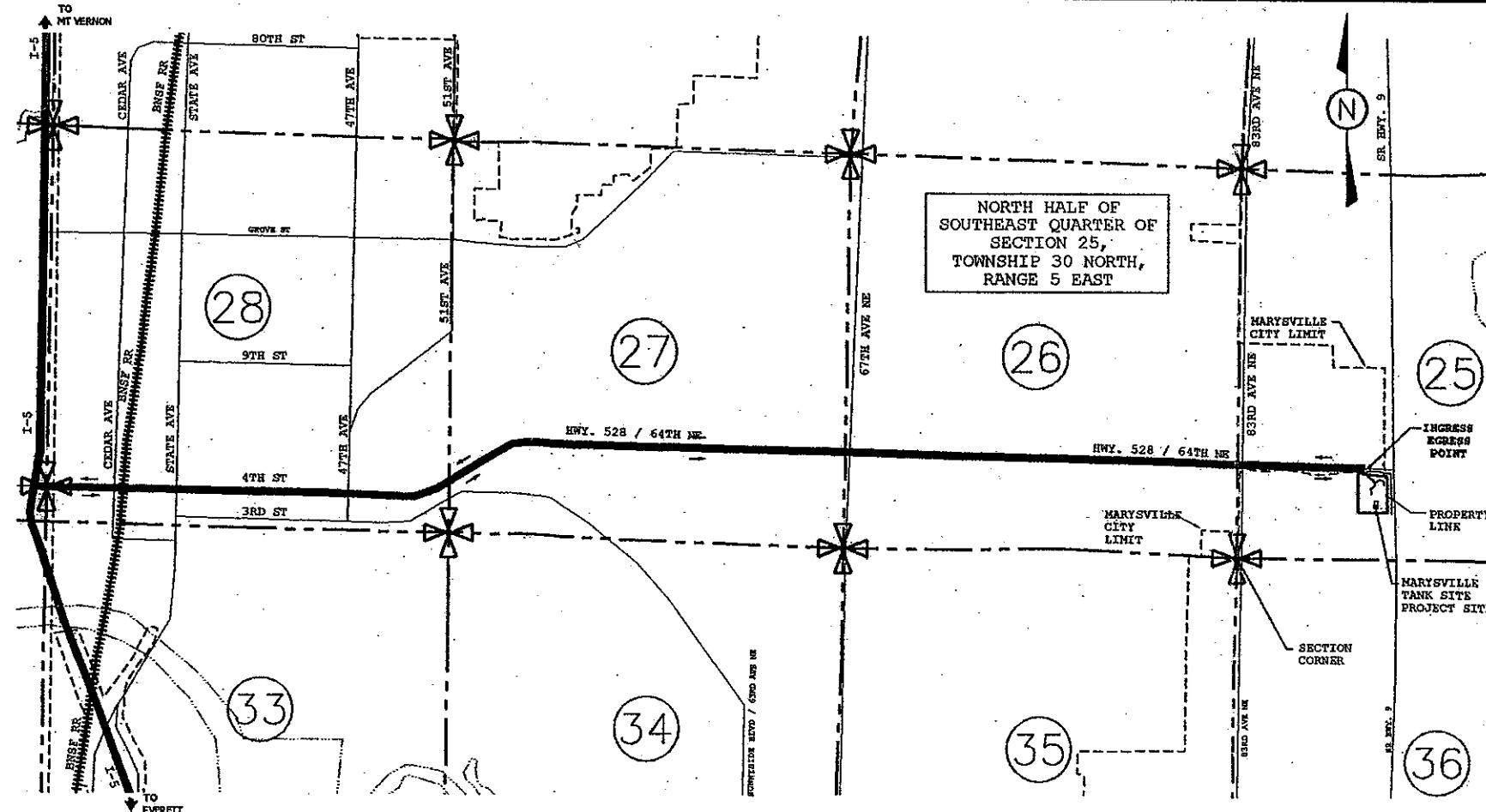
VICINITY MAP
SCALE: 1"=3,000'



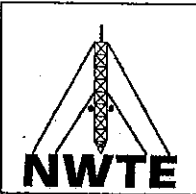
INGRESS / EGRESS MAP
SCALE: 1/2"=1'-0"



OVERALL SITE PLAN
SCALE: 1/2"=1'-0"



SECTION 25, TOWNSHIP 30 NORTH, RANGE 5 EAST
SCALE: 1"=1,000'-0"



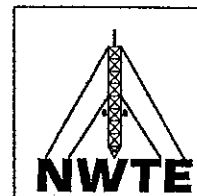
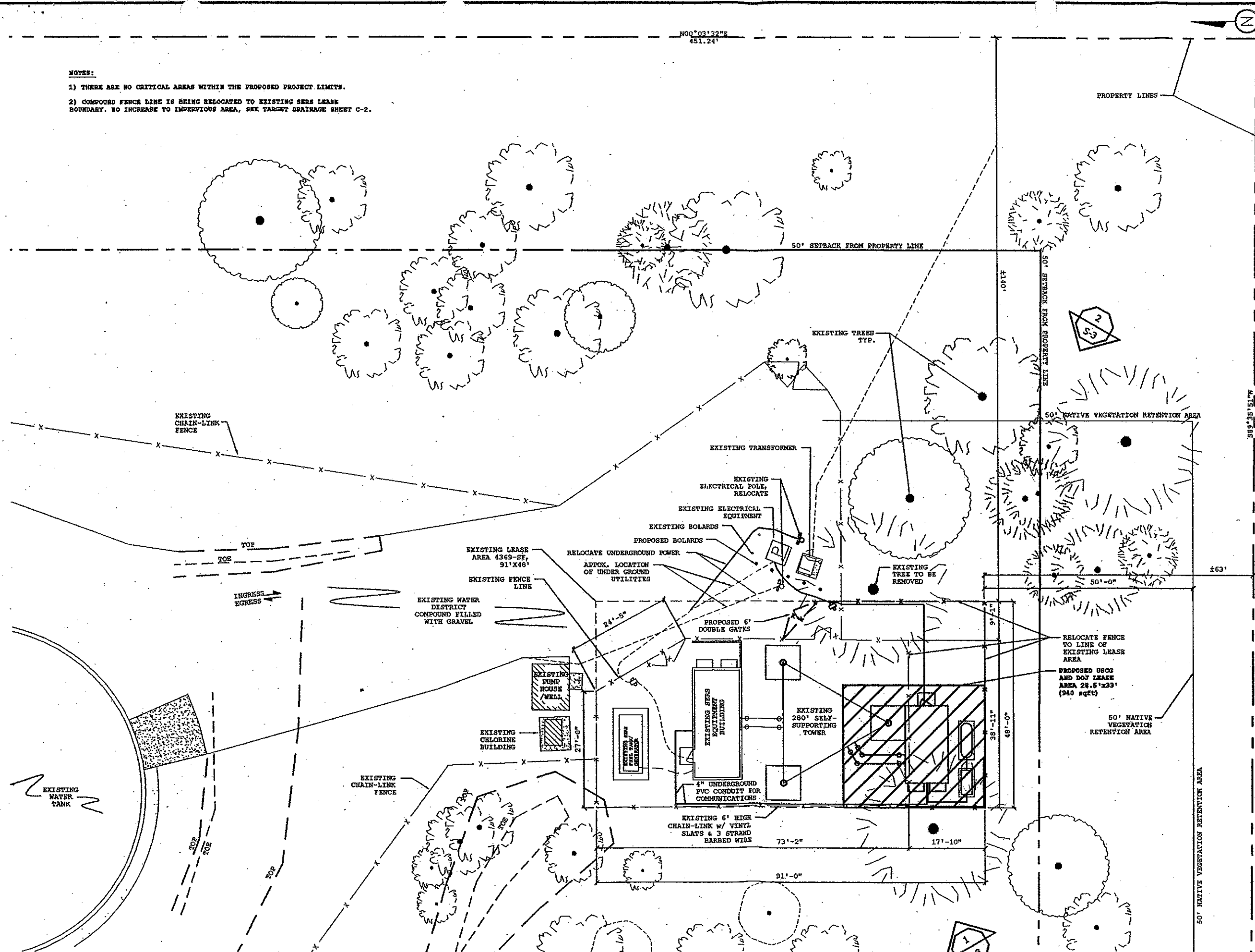
NORTHWEST
TOWER ENGINEERING
2210 HEWITT AVE, STE 209
EVERETT, WA 98201-3767
PHONE: 425.258.4248
FAX: 425.258.4289



NO.	DATE	ISSUE
1	09-22-03	BUILDING PERMIT SUB.
2		
3		
4		
PERMIT SUBMITTAL		
REVISION		
EXISTING 280-FT SELF-SUPPORTING TOWER		
TOWER DESCRIPTION		
MARYSVILLE TANKS 8812 64TH ST NW MARYSVILLE, WA		
SITE LOCATION		
SNOHOMISH COUNTY REQUIREMENTS SHEET TITLE		
S-0		
SHEET NO.		
PROJECT NO. 030066.02		
DRAWN BY K.P.W.		
CHECKED BY S.A.D.		
DATE 09-22-03		
SCALE VARIES		

NOTES:

- 1) THERE ARE NO CRITICAL AREAS WITHIN THE PROPOSED PROJECT LIMITS.
- 2) COMPOUND FENCE LINE IS BEING RELOCATED TO EXISTING SERE LEASE BOUNDARY. NO INCREASE TO IMPERVIOUS AREA, SEE TARGET DRAINAGE SHEET C-2.



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4		

PERMIT SUBMITTAL
REVISION

**EXISTING 280-FT
SELF-SUPPORTING
TOWER**

TOWER DESCRIPTION

MARYSVILLE TANKS
8812 64TH ST NW
MARYSVILLE, WA

SITE LOCATION

**OVERALL
SITE PLAN**

SHEET TITLE

S-1

SHEET NO.

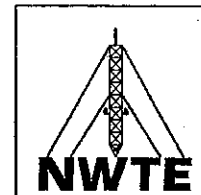
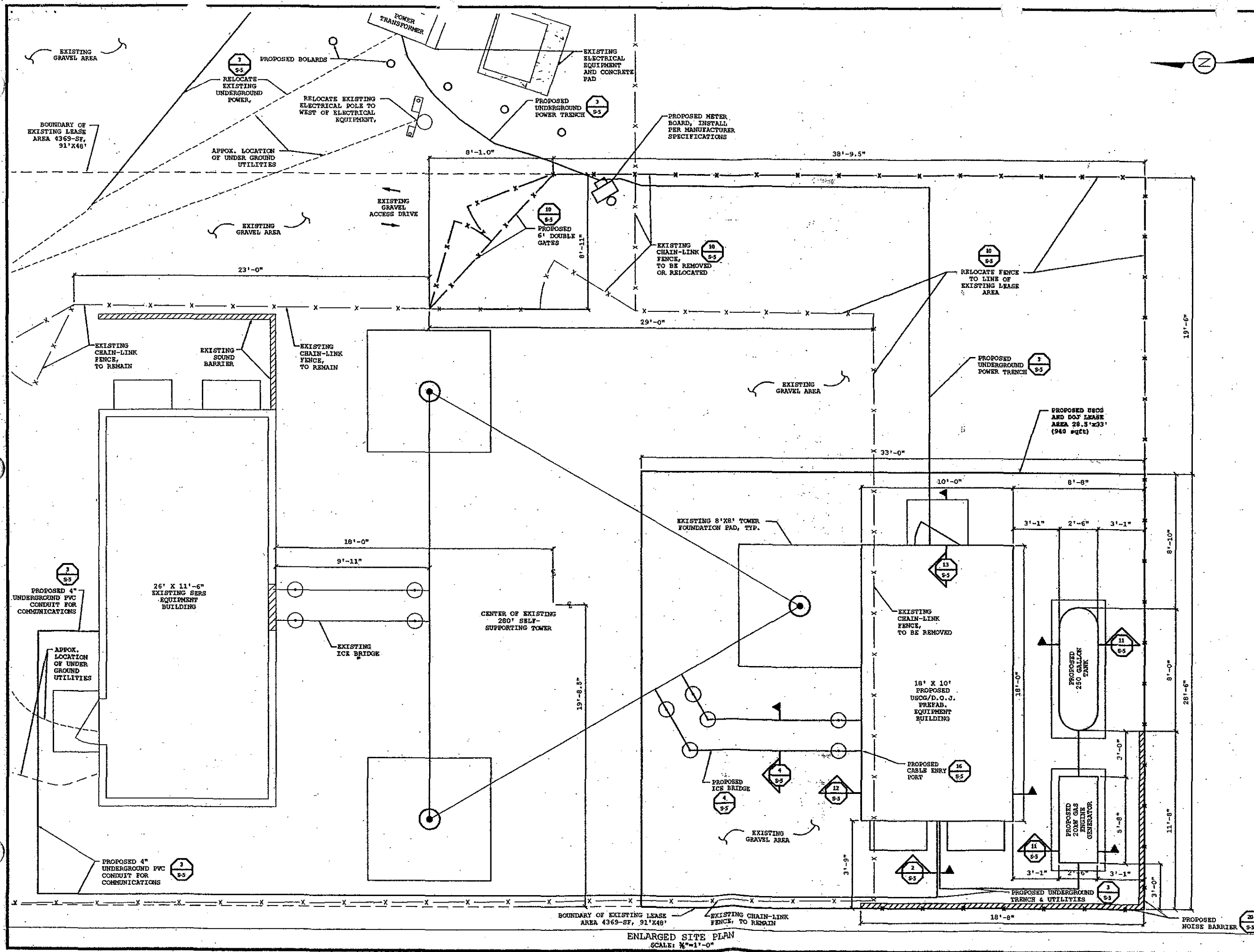
PROJECT NO. 030066.02

DRAWN BY K.P.W.

CHECKED BY S.A.D.

DATE 09-22-03

SCALE 1"=10'-0"



**NORTHWEST
TOWER ENGINEERING**
2210 HEWITT AVE, STE 209
EVERETT, WA 98201-3767
PHONE: 425.258.4248
FAX: 425.258.4289



NO.	DATE	ISSUE
1	09-22-03	BUILDING PERMIT SUB.
2		
3		
4		

PERMIT SUBMITTAL
REVISION

**EXISTING 280-FT
SELF-SUPPORTING
TOWER**

TOWER DESCRIPTION

MARYSVILLE TANKS
8812 64TH ST NW
MARYSVILLE, WA

SITE LOCATION

**ENLARGED
SITE PLAN**

SHEET TITLE

S-2

SHEET NO.

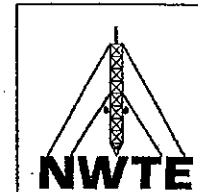
PROJECT NO. 030066.02

DRAWN BY K.P.W.

CHECKED BY S.A.D.

DATE 09-22-03

SCALE 3/8"=1'-0"



NORTHWEST
TOWER ENGINEERING
2210 HERWITT AVE, STE 209
EVERETT, WA 98201-3767
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FAX: 425.258.4289



NO.	DATE	ISSUE
1	09-22-03	BUILDING PERMIT SUB.
2		
3		
4		

PERMIT SUBMITTAL
REVISION

EXISTING 280-FT
SELF-SUPPORTING
TOWER

TOWER DESCRIPTION

MARYSVILLE TANKS
8812 64TH ST NW
MARYSVILLE, WA

SITE LOCATION

ELEVATIONS

SHEET TITLE

S-3

SHEET NO.

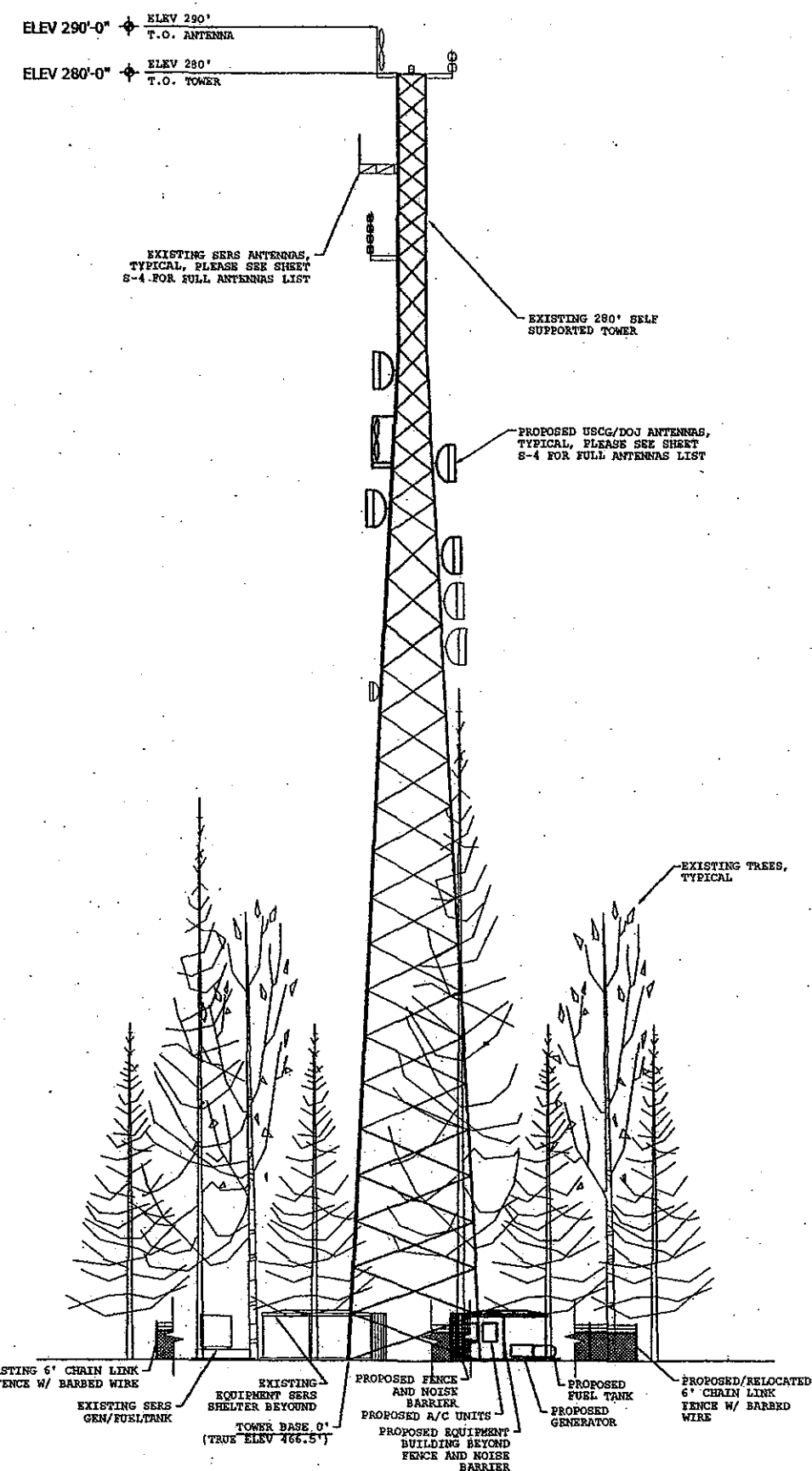
PROJECT NO. 030066.02

DRAWN BY K.P.W.

CHECKED BY S.A.D.

DATE 09-22-03

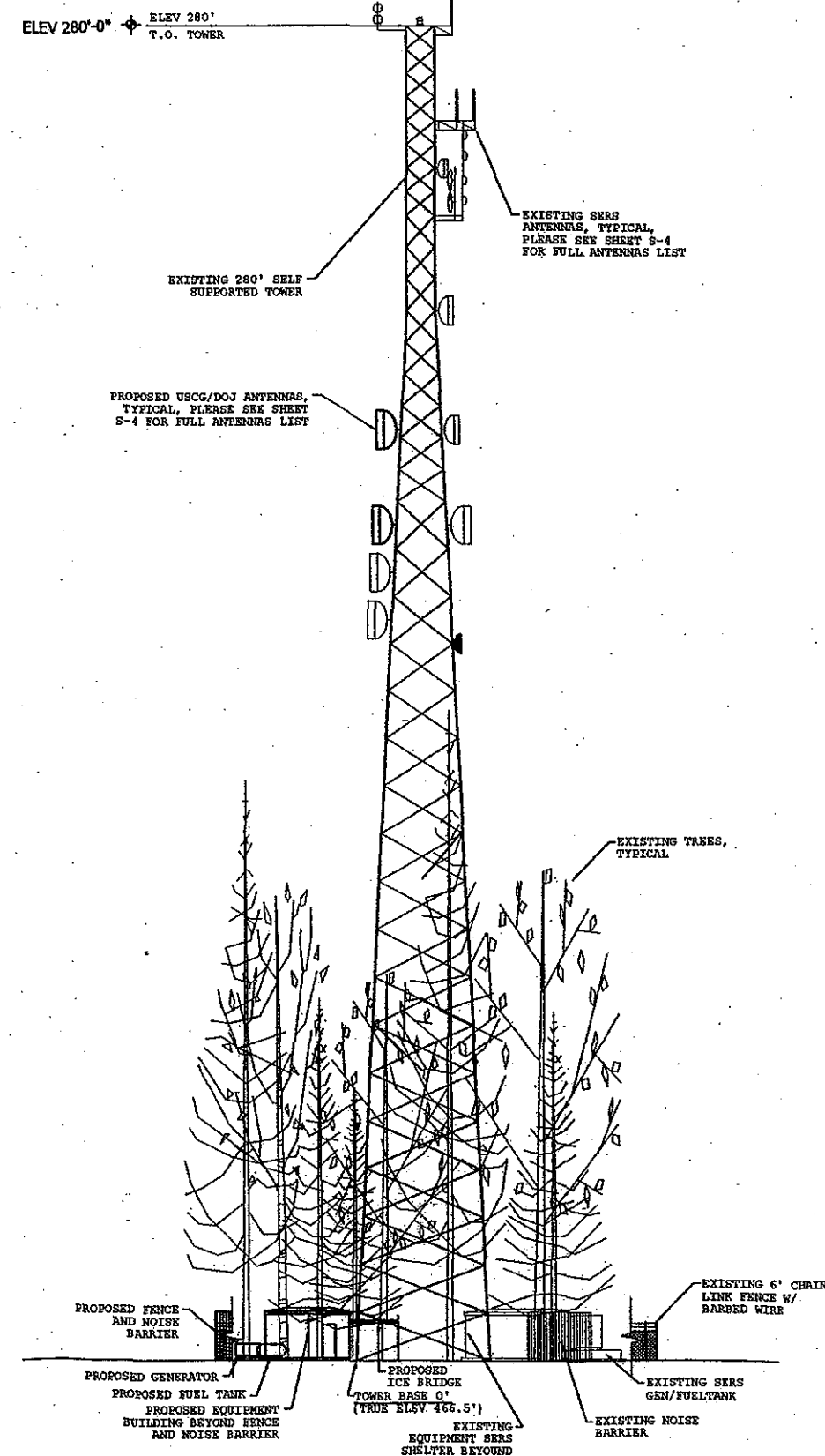
SCALE VARIES



* TOWER BASE DATUM ELEVATION IS +0'-0" AT BASE OF TOWER.
TRUE ELEVATION AT BASE OF TOWER IS 466.5'.

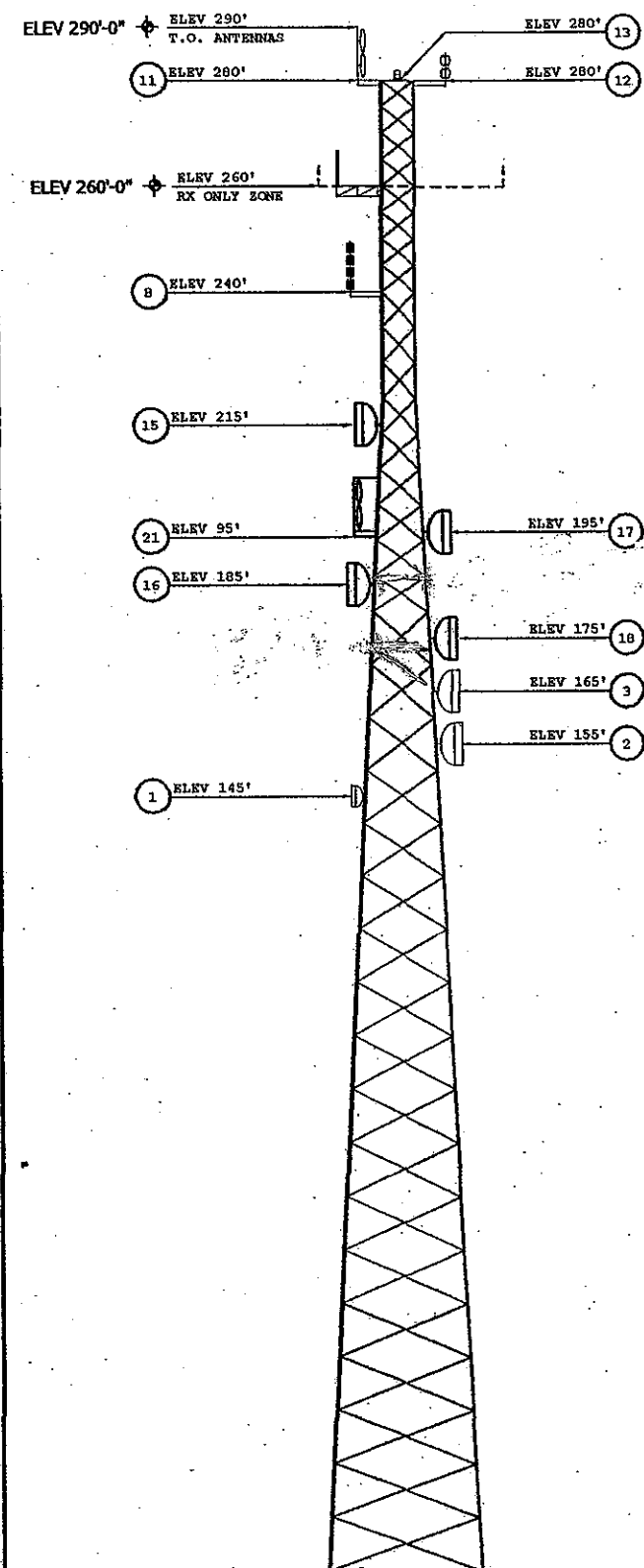
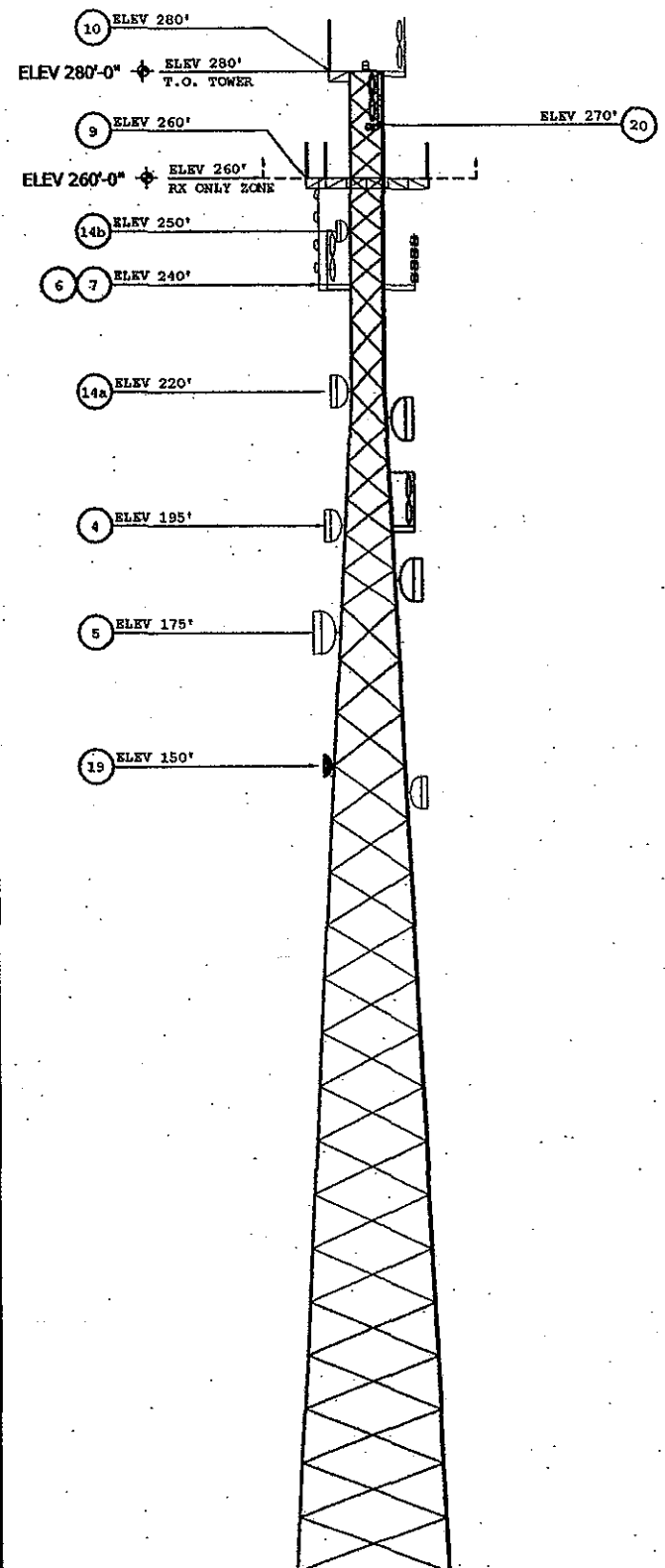
SOUTHWEST TOWER ELEVATION
SCALE: 1/8"=1'-0"

1
S-3



SOUTHEAST TOWER ELEVATION
SCALE: 1/8"=1'-0"

2
S-3



*TOWER BASE DATUM ELEVATION IS +0'-0" AT BASE OF TOWER.
TRUE ELEVATION AT BASE OF TOWER IS 466.5'.

NORTH TOWER ELEVATION
SCALE: 1/4"=1'-0"

N/A
S-4

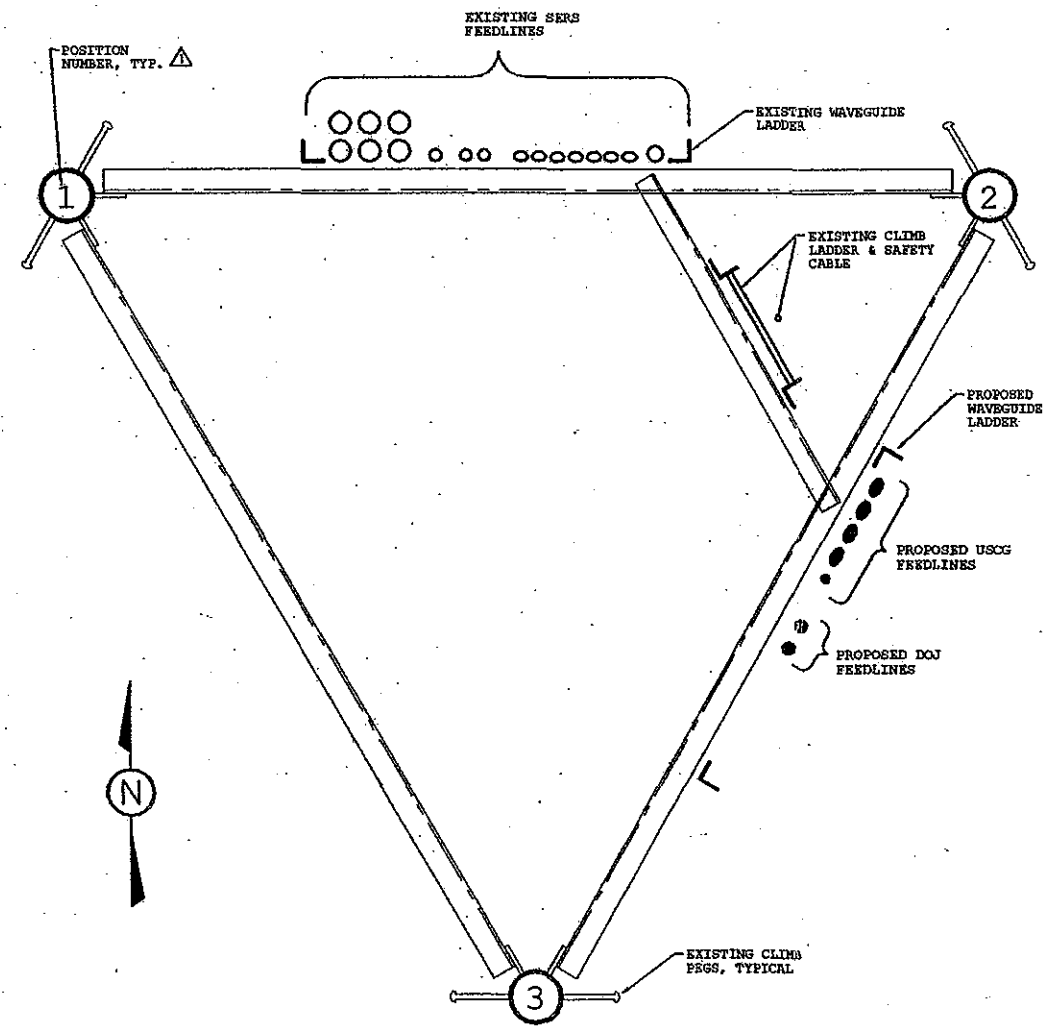
SOUTHWEST TOWER ELEVATION
SCALE: 1/4"=1'-0"

N/A
S-4

MARK	EXISTING ANTENNAS	ELEV	MOUNTING LOCATION	POSITION NUMBER	FEED LINE	ANTENNAS & FEED LINES SUPPLIED BY	ANTENNAS & FEED LINES INSTALLED BY	ANTENNA MOUNTS SUPPLIED BY	ANTENNA MOUNTS INSTALLED BY
1	4' M/W TO MARYSVILLE DISPATCH (SERS)	*145'	NW LEG	1	EW80	INSTALLED	INSTALLED	INSTALLED	INSTALLED
2	8' M/W TO RUCKER HILL (SERS)	*155'	S LEG	3	EW80	INSTALLED	INSTALLED	INSTALLED	INSTALLED
3	8' M/W TO SNOGAC (SERS) EVERETT	*165'	S LEG	3	EW80	INSTALLED	INSTALLED	INSTALLED	INSTALLED
4	6' M/W TO GRANITE FALLS - PHASE II (SERS)	*195'	NE LEG	2	EW80	INSTALLED	INSTALLED	INSTALLED	INSTALLED
5	8' M/W TO THREE LAKES - PHASE II (SERS)	*175'	NE LEG	2	EW80	INSTALLED	INSTALLED	INSTALLED	INSTALLED
6	21' DB224 - VHF TX CITY OF MARYSVILLE (SERS)	240'	NE LEG	2	1/2"	INSTALLED	INSTALLED	INSTALLED	INSTALLED
7	10' DIPOLE SRL-210-C2 - VHF PAGING (SERS)	240'	NE LEG	2	1/2"	INSTALLED	INSTALLED	INSTALLED	INSTALLED
8	UHF TRANSMIT (SERS)	240'	NW LEG	1	1/2"	INSTALLED	INSTALLED	INSTALLED	INSTALLED
9	(3) 6.5' MAST OGT6/REL2 - 800 MHZ TRANSMIT (SERS)	260'	N FACE	1-2	1 1/2"	INSTALLED	INSTALLED	INSTALLED	INSTALLED
10	9.5' MAST TX/RX 101-90-08 - 800 MHZ RECEIVE (SERS)	280'	NE LEG	2	1 1/2"	INSTALLED	INSTALLED	INSTALLED	INSTALLED
11	10' DIPOLE SRL-210-C2 - VHF RECEIVE (SERS)	280'	NW LEG	1	1/2"	INSTALLED	INSTALLED	INSTALLED	INSTALLED
12	5' DIPOLE DB404 - UHF RECEIVE (SERS)	280'	S LEG	3	1/2"	INSTALLED	INSTALLED	INSTALLED	INSTALLED
13	DUAL LIGHTING SYSTEM	280'	TOP	CENTER	CONDUIT	INSTALLED	INSTALLED	INSTALLED	INSTALLED
14a	FUTURE 6' M/W - TO GRANITE FALLS (SERS)	*220'	NE LEG	2	EW80	FUTURE	FUTURE	FUTURE	FUTURE
14b	FUTURE 960 MHZ 4' M/W - TO GREEN MOUNTAIN (USFS)	*250'	NE LEG	2	EW80	FUTURE	FUTURE	FUTURE	FUTURE

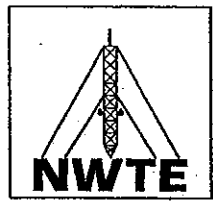
MARK	PROPOSED ANTENNAS	ELEV	MOUNTING LOCATION	POSITION NUMBER	FEED LINE	ANTENNAS & FEED LINES SUPPLIED BY	ANTENNAS & FEED LINES INSTALLED BY	ANTENNA MOUNTS SUPPLIED BY	ANTENNA MOUNTS INSTALLED BY
15	8' HP M/W (USOG)	*215'	NW LEG	1	EW77	CONTRACTOR	CONTRACTOR	CONTRACTOR	CONTRACTOR
16	8' HP M/W (USOG)	*195'	NW LEG	1	EW77	CONTRACTOR	CONTRACTOR	CONTRACTOR	CONTRACTOR
17	8' HP M/W (USOG)	*195'	S LEG	3	EW77	CONTRACTOR	CONTRACTOR	CONTRACTOR	CONTRACTOR
18	8' HP M/W (USOG)	*175'	S LEG	3	EW77	CONTRACTOR	CONTRACTOR	CONTRACTOR	CONTRACTOR
19	4' GRID M/W (USOG)	*150'	NE LEG	2	1/2"	CONTRACTOR	CONTRACTOR	CONTRACTOR	CONTRACTOR
20	10' 2-BAY DIPOLE SINCLAIR SD210-3C*2 (DOJ) RX	270'	N FACE	1-2	1/2"	CONTRACTOR	CONTRACTOR	CONTRACTOR	CONTRACTOR
21	10' 2-BAY DIPOLE SINCLAIR SD210-3C*2 (DOJ) TX	195'	NW LEG	1	1/2"	CONTRACTOR	CONTRACTOR	CONTRACTOR	CONTRACTOR

- NOTES:
- * RAD. CENTER ELEVATION. ALL OTHERS ARE BASE ELEVATIONS.
 - 260-FT ELEVATION AND ABOVE IS RX ONLY ZONE.
 - CONTRACTOR DENOTES RESPONSIBILITY OF THE GENERAL CONTRACTOR AND HIS SUBCONTRACTORS.
 - ALL FEEDLINES TO BE INSTALLED WITH TYPE "N" FEMALE CONNECTORS.
 - ALL SD210-3C*2 ANTENNAS TO HAVE TOP SWAY ARM BRACES.
 - ALL FEEDLINES TO BE FITTED WITH OWNER SUPPLIED LIGHTNING ARRESTORS.
 - FEEDLINES MAY BE STACKED/BUNDLED TO REDUCE WIND LOAD.
 - CONTRACTOR TO SUPPLY MOUNTS FOR ALL PROPOSED ANTENNAS.
 - TOWER DESIGNED TO ACCOMMODATE THE FUTURE ANTENNAS - NOT TO BE SUPPLIED OR INSTALLED AT THIS TIME.



EXISTING/PROPOSED/FUTURE ANTENNAS
SCALE: NONE

N/A
S-4



**NORTHWEST
TOWER ENGINEERING**
2210 HEWITT AVE, STE 209
EVERETT, WA 98201-3767
PHONE: 425.258.4248
FAX: 425.258.4289



NO.	DATE	ISSUE
1	9-22-03	BLOG PERMIT SUBMIT
2	11-19-03	LEG NUMBERING
3		
4		

PERMIT SUBMITTAL
REVISION
**EXISTING 280-FT
SELF-SUPPORTING
TOWER**
TOWER DESCRIPTION
MARYSVILLE TANKS
8812 64TH ST NW
MARYSVILLE, WA
SITE LOCATION

**ANTENNA
INFORMATION**
SHEET TITLE
S - 4
SHEET NO.
PROJECT NO. 030066.02
DRAWN BY K.P.W.
CHECKED BY S.A.D.
DATE 11-19-03
SCALE VARIES



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 4, 2024

SUBMITTED BY: Parks Director Tara Mizell, Parks, Recreation & Culture

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Lease Agreement for caretaker at Deering Wildflower Acres.

SUGGESTED ACTION: I move to authorize the Mayor to sign this lease agreement for the caretaker at Deering Wildflower Acres.

SUMMARY: This is a lease agreement for caretaker services at Deering Wildflower Acres. The tenant will pay the monthly lease hold tax for the use of the caretaker house. The caretaker will be responsible for a number of duties outlined in Exhibit B including daily park inspections, open/closing of gates, cleaning the portable restroom, communicating with staff/law enforcement about the site, scheduling of user groups and keeping trails safe for the public.

ATTACHMENTS:

[Lease Agreement - Joe Hansen.pdf](#)

EXHIBIT A

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into by and between the CITY OF MARYSVILLE, a municipal corporation existing under the laws of the State of Washington, hereinafter referred to as "Landlord", and Joe Hansen, hereinafter referred to as "Tenant".

WITNESSETH:

Landlord does by these presents lease and demise unto Tenant the following described real estate and premises situate in the City of Marysville, County of Snohomish, State of Washington, to wit:

The mobile home residence located at 4708 - 79th Avenue NE, Marysville, WA 98270, situated upon the property commonly known as Deering Wildflower Acres.

PROVIDED, that this lease shall be limited to the mobile home residence. The remaining property and all other structures situated upon the property are specifically NOT included as part of the lease premises, and may be used for whatever purposes Landlord elects, including, but not limited to, use by the public for park purposes. Landlord shall have access to the yard at all times.

The parties hereto mutually agree on the following terms and conditions governing said lease:

1. The term for said lease shall be for a maximum of five (5) years, commencing on April 1, 2024 and ending on March 31, 2029.
2. The market value of the leasehold interest is agreed to be ONE THOUSAND EIGHT HUNDRED FIFTY DOLLARS (\$1,850.00) per month. Tenant shall pay leasehold excise tax to Landlord in the amount of 12.84% of the market value of the leasehold excise tax, for a monthly total of \$237.54 per month. Payment of the leasehold excise tax is the consideration for this lease. In the event that there is any change in the amount, manner, or method in which leasehold excise tax is determined or paid, Tenant shall pay the leasehold excise tax, as so changed, revised or recalculated.
3. The Landlord shall be compensated for this value in the following manner:

The Tenant shall perform all regular and necessary duties as an independent contractor pursuant to the terms of a separate Contract for Caretaker Services between the CITY OF MARYSVILLE and Tenant, attached hereto as **EXHIBIT B**. It is understood and agreed that the Tenant will not be obligated to pay the City the monthly rental for the premises in question for any month during which the Tenant has fully performed pursuant to the terms of the **EXHIBIT B** Contract for Caretaker Services and complied with all terms of

this agreement.

4. All interior maintenance of the premises shall be performed by the Tenant. Landlord shall provide all exterior maintenance to structures and repairs to the physical plant and roof systems of the premises. Landlord shall provide yard pruning services at least once every three months during the growing season. Tenant shall provide all other grounds maintenance including lawn mowing and watering the lawn and shrubbery as needed.
5. Landlord and Landlord's agents and employees shall have the right to access to the premises for the purposes of:
 - (a) Inspection;
 - (b) Maintenance, yard work, repairs, alterations or improvements;
 - (c) Display of the premises to prospective or actual workers or contractors.

Whenever practical, Landlord shall give Tenant advance notice of Landlord's intent to enter the property. Landlord shall not alter the property or home in any way so as to make the home uninhabitable by Tenant.

6. Tenant agrees that the mobile home will be used as the residence for Tenant only. Tenant agrees not to let or sublet the whole or any part of the premises nor assign this lease, or any interest therein. Tenant agrees not to operate any retail or service-oriented business within the residence or property described.
7. Tenant shall not maintain any pets or animals upon the premises without the prior written consent of Landlord.
8. Tenant agrees that all personal property kept at the lease premises by Tenant shall be at the risk of Tenant. Tenant further agrees not to hold Landlord liable in any manner or on account of any loss or damage sustained by action of fire, water, elements, theft or any third party.
9. Tenant shall maintain casualty insurance coverage for Tenant's personal property located at the premises. Landlord shall provide hazard insurance for the improvements situated on the lease premises and shall also provide public liability insurance.

Landlord shall pay the real estate taxes for the lease premises.

Tenant shall pay all charges for utilities supplied to the residence including, but not limited to, electricity. The Tenant is expected to make payments for all utilities billed within 30 days of the invoice date.

10. It is agreed that if default should occur on any of the conditions herein contained, or in the Contract for Caretaker Services, then it shall be the option of Landlord to declare this lease terminated. Upon termination of the lease on account of Tenant's default, Landlord shall have the right to re-enter the premises and remove all persons and property

therefrom.

11. Either party may terminate this Agreement by giving thirty (30) days' written notice to the other party. This lease shall automatically terminate in the event the Tenant ceases to occupy the subject premises for any reason for a period of thirty (30) consecutive days. Upon the expiration or early termination of this lease, the Tenant will quit and surrender the premises in as good state and condition as they were at the commencement of the lease term (ordinary wear and damage by the elements excepted).
12. In the event of any litigation involving the rights or obligations of the Landlord or Tenant hereunder, the prevailing party in such litigation shall be entitled to receive from the other such reasonable attorney's fees and all costs as the court may award.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the
_____ day of _____, 2024.

CITY OF MARYSVILLE

By _____
Jon Nehring, Mayor

Tenant

By _____
Joe Hansen

By _____
Second name (if applicable)

ATTEST/AUTHENTICATED:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

EXHIBIT B
CONTRACT FOR CARETAKER SERVICES

The CITY OF MARYSVILLE, a municipal corporation, hereinafter designated "City, " and (Joe Hansen), hereinafter designated "Caretaker," hereby contract and agree as follows:

1. Property/Consideration: In consideration for the lease which is **EXHIBIT A** to this agreement, Caretaker agrees to perform certain caretaker duties more particularly described below, pertaining to the following described property:

Deering Wildflower Acres

Situated in the County of Snohomish, State of Washington

Street address: 4708 79th Avenue N.E., Marysville, WA 98270

TOGETHER WITH the adjacent nature park acreage.

2. Caretaker Contract Term: This caretaker contract shall be for the term of the **EXHIBIT A** lease. Upon termination of said lease for any reason, this contract shall terminate.
3. Reporting Relationship: Caretaker shall report to the Parks Maintenance Supervisor.
4. Scope of Work: Caretaker shall:
 - a) Inspect facilities daily and advise Parks Maintenance Supervisor or his/her designee of any repairs needed to facilities.
 - b) Open and secure facilities daily on a schedule determined by the Park and Recreation Advisory Board. Caretaker shall open gates and lock gates at determined hours if gates are installed upon the premises. Caretaker shall be on site during scheduled activities when possible.
 - c) Empty trash/refuse receptacles into the dumpster provided by City.
 - d) Inspect/clean and maintain portable restroom supplies. City is responsible for all holding tank cleaning requirements.
 - e) Protect the park from vandal damage by reporting activities to law enforcement and public safety agencies.
 - f) Coordinate site schedules with Parks and Recreation Department, admit scheduled tours to the Park, or provide a qualified representative.
5. General Requirements and Qualifications: Caretaker must possess:

- a) Physical abilities to perform all duties.
 - b) Ability to read and speak English.
 - c) Valid Washington State driver's license and a clear Washington State background check.
6. Special Requirements and Compensation:
- a) Caretaker shall live on the park property in housing leased from the City of Marysville.
 - b) The housing provided to Caretaker is in lieu of monetary compensation for services rendered.
 - c) Caretaker shall contact the Parks Maintenance Supervisor to arrange for any short term or extended leave of absence from residence and/or duties. Caretaker is responsible for providing substitute caretaker during absence.
 - d) Equipment/Tools: From time to time the City may provide the use of certain tools and/or equipment, supplies and materials for Contractor's use. It shall be the sole responsibility of the Contractor to maintain and protect from damage or theft any equipment, supplies or materials provided by the City of third parties.
 - e) Employment of Third Parties: The City is contracting for the special services of the Contractor, and as such, the Contractor shall not subcontract or employ other persons to perform the caretaker services, without the specific written authorization of the City.
7. Independent Contractor
- a) The Service Agreement is not intended in any fashion to create the relationship of employer-employee with respect to the City and Contractor. Neither Contractor nor any person residing with Contractor is to be considered at any time an employee of the City. Neither party to the Service Agreement is the agent of the other, and neither party shall have the right to bind the other by contract or otherwise, except as herein specifically provided.
8. Employee Benefits/Withholding
- a) Contractor agrees to pay any and all withholding taxes, Employment Security taxes, Social Security or FICA taxes, Labor & Industry premiums or fees, and otherwise shall pay all other government-imposed fees or charges with respect to the business of Contractor. Contractor shall be solely responsible for all of his own benefits including, but not limited to vacation, sick leave, pension, life insurance, medical insurance, paid leave, and such other benefits as he may wish to acquire for himself.
9. Litigation:

- a) In the event of any litigation involving the rights or obligations of the City or Contractor hereunder, the prevailing party in such litigation shall be entitled to receive from the other such reasonable attorney's fees and all costs as the court may award.

10. Interpretation:

- a) The agreement shall be governed by the laws of the State of Washington. There are no other or further agreements between the parties hereto except as set forth herein, or as specifically attached to this Agreement and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date herein above first written.

CITY OF MARYSVILLE

By _____
Jon Nehring, Mayor

Tenant

By _____
Joe Hansen

ATTEST/AUTHENTICATED:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 4, 2024

SUBMITTED BY: City Attorney Jon Walker, Legal

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Purchase and Sale Agreement with the Estate of Gregory Payne to acquire property necessary for State Avenue Widening

SUGGESTED ACTION: Recommended Motion: I move to authorize the mayor to sign and execute the purchase and sale agreement with Washington Trust Bank as Executor to the Estate of R. Gregory Payne in the amount of \$850,000.00.

SUMMARY: This property and temporary construction easement were necessary for the widening of State Avenue. The City engaged in negotiations with the attorney representing the property owner. The City already placed \$651,500.00 in escrow to obtain a possession and use agreement so that construction could proceed. A balance of \$198,500.00 remains owing to acquire the property. The Furniture World business is on this property.

ATTACHMENTS:
[Purchase and Sale Agreement_Payne 1.17.2024.pdf](#)

PURCHASE AND SALE AGREEMENT

Project: State Avenue Corridor Widening Project (100th Street NE to 116th Street NE)
TPN: 006094-000-005-00 and 006094-000-006-00
Address: 11127 State Ave, Marysville, WA 98271 *and*
11031 Smokey Point Blvd, Marysville, WA 98271
Owner: R. GREGORY PAYNE, a single man

THIS PURCHASE AND SALE AGREEMENT (the “Agreement”) is made and entered into as of the date of the last signature below, by and between the CITY OF MARYSVILLE, a Washington State municipal corporation (the “City”) and WASHINGTON TRUST BANK, AS EXECUTOR TO THE ESTATE OF R. GREGORY PAYNE, DECEASED (the “Owner”).

Owner agrees to convey property and/or interest in property to the City as described in, and in the form of, the following documents:

EXHIBIT A – Bargain and Sale Deed

EXHIBIT B – Temporary Construction Easement

Owner agrees to sign and deliver to City additional documents reasonably necessary to complete the transaction.

1. **TOTAL MONETARY COMPENSATION:** The total monetary compensation is EIGHT HUNDRED FIFTY THOUSAND AND NO/100THS DOLLARS (\$850,000.00). The parties acknowledge that the City previously has paid SIX HUNDRED FIFTY-ONE THOUSAND FIVE HUNDRED AND NO/100THS DOLLARS (\$651,500.00). After consideration of the March 7, 2023, Administrative Possession and Use payment, ONE HUNDRED NINETY-EIGHT THOUSAND FIVE HUNDRED AND NO/100THS DOLLARS (\$198,500.00) REMAINS DUE AND OWING UNDER THIS AGREEMENT.

2. **CONDITION OF TITLE:** Any liens and encumbrances affecting title to the property that arise after the date of the execution of this agreement, but before closing, shall be subject to City's acceptance. Title shall be conveyed free and clear of all monetary encumbrances.

3. **CLOSING OF SALE:** This sale shall be closed at the office of FIRST AMERICAN TITLE INSURANCE COMPANY, 2707 Colby Avenue, Suite 601, Everett, WA, Closing Agent, or at such licensed and bonded escrow company as City selects, within sixty (60) days after mutual acceptance of this Purchase and Sale Agreement, or within sixty (60) days after mortgage and lien subordinations have been secured and title has been cleared of any encumbrances or defects, whichever occurs later. City and Owner will, immediately on demand, deposit with Closing Agent all instruments and monies required to complete the transaction in accordance with this agreement.

The date of closing shall be the date upon which all appropriate documents are recorded, and the proceeds of the sale are available for disbursement to Owner.

4. **CLOSING COSTS AND PRORATES:** Real estate excise tax, escrow fees, recording, partial releases and subordination fees shall be paid by City. Any delinquent and outstanding property taxes shall be paid by Owner at or prior to closing or rolled over to the remainder property pursuant to RCW 84.60.070.

5. **EMINENT DOMAIN.** City is a municipal corporation of the State of Washington with the power to acquire property by eminent domain pursuant to RCW Chapter 8.12. By Ordinance No. 3103, City has authorized the use of eminent domain to acquire this property.

6. **POSSESSION:** City shall be entitled to possession on the date of closing.

7. **CITY COUNCIL APPROVAL:** Owner acknowledges that this agreement does not bind the City until the City Council approves this Settlement Agreement and the Mayor executes the Agreement.

8. **COUNTERPARTS:** This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Contract.

DATED this _____ day of _____, 2024.

CITY OF MARYSVILLE

By _____
JON NEHRING, Mayor

DATED this _____ day of _____, 2024.

By _____
DAWN SPRATLEY, WASHINGTON TRUST
BANK, AS EXECUTOR TO THE ESTATE OF R.
GREGORY PAYNE, DECEASED

DATED this _____ day of _____, 2024.

By _____
AMANDA WITTMANN, WASHINGTON TRUST
BANK, AS EXECUTOR TO THE ESTATE OF R.
GREGORY PAYNE, DECEASED

Owner's Mailing Address

Owner's Email Address and Phone Number: _____

EXHIBIT A

to Purchase and Sale Agreement

AFTER RECORDING MAIL TO:

City of Marysville
Legal Department
501 Delta Avenue
Marysville, WA 98270

BARGAIN AND SALE DEED

Grantors: WASHINGTON TRUST BANK, AS EXECUTOR TO THE
ESTATE OF R. GREGORY PAYNE, DECEASED, a single man

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

Abbreviated Legal: Ptn of Lots 5, 6, 7, 8 and 9 of Webbs Homesites, Vol.15, Pg. 96

Additional Legal: Exhibit A and A-1

Assessor's Tax Parcel No: Ptn of 006094-000-005-00 and Ptn of 006094-000-006-00

THE GRANTOR, Washington Trust Bank, as Executor to the Estate of R. Gregory Payne, Deceased, for and in consideration of **Ten Dollars and other Good and Valuable Consideration**, in hand paid, bargains, sells, and conveys, under imminent threat of the power of eminent domain, to **City of Marysville**, a municipal corporation of the State of Washington, the following described real estate, situated in the County of Snohomish, State of Washington.

See EXHIBIT A and A-1 attached hereto for legal descriptions and Exhibit B and B-1 for depictions.

SUBJECT TO: Easements, covenants, restrictions, and reservations of record.

Also, the Grantor requests that the Assessor and Treasurer of Snohomish County, Washington, segregate the taxes and the assessed valuation as between the portion of property

herein conveyed and the remainder thereof, and set over the lien of all unpaid taxes, if any, affecting the real estate herein conveyed to the portion of tax parcel 006094-000-005-00 and 006094-000-006-00 not conveyed hereby, as provided for by RCW 84.60.070.

On this ____ day of _____, 2024, before me personally appeared **Dawn Spratley, Washington Trust Bank, as Executor to the Estate of R. Gregory Payne, Deceased**, to me known to be the individual described in and who executed the foregoing instrument, and acknowledge that he signed the Temporary Construction Easement as his free and voluntary act and in the capacity and for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

Notary Public in and for the State of Washington
Residing at _____
My appointment expires _____

DATED this ____ day of _____, 2024.

By _____
AMANDA WITTMANN, WASHINGTON TRUST
BANK, AS EXECUTOR TO THE ESTATE OF R.
GREGORY PAYNE, DECEASED

STATE OF WASHINGTON)
 : ss
COUNTY OF SNOHOMISH)

On this ____ day of _____, 2024, before me personally appeared **Amanda Wittman, Washington Trust Bank, as Executor to the Estate of R. Gregory Payne, Deceased**, to me known to be the individual described in and who executed the foregoing instrument, and acknowledge that he signed the Temporary Construction Easement as his free and voluntary act and in the capacity and for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

Notary Public in and for the State of Washington
Residing at _____
My appointment expires _____

RIGHT-OF-WAY ACQUISITION
GREGORY R. PAYNE
TAX PARCEL IDENTIFICATION NO. 00609400000500

THAT PORTION OF LOT 5 OF THE PLAT OF WEBBS HOMESITES AS RECORDED IN VOLUME 15 OF PLATS, PAGE 96, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 5;
THENCE SOUTH 88°20'50" EAST ALONG THE NORTH LINE OF SAID LOT 5 A DISTANCE OF 7.22 FEET TO A POINT ON A LINE WHICH IS PARALLEL WITH AND 7.00 FEET EAST OF, AS MEASURED PERPENDICULAR THERETO, THE EAST RIGHT-OF-WAY MARGIN OF STATE AVENUE (OLD PACIFIC HIGHWAY);
THENCE SOUTH 12°31'47" EAST ALONG SAID PARALLEL LINE 99.81 FEET;
THENCE NORTH 77°28'13" EAST 8.00 FEET TO A POINT ON A LINE WHICH IS PARALLEL WITH AND 15.00 FEET EAST OF, AS MEASURED PERPENDICULAR THERETO, SAID EAST MARGIN;
THENCE SOUTH 12°31'47" EAST ALONG SAID PARALLEL LINE 5.36 FEET TO THE SOUTH LINE OF SAID LOT 5;
THENCE NORTH 88°20'50" WEST ALONG SAID SOUTH LINE 15.47 FEET TO SAID MARGIN;
THENCE NORTH 12°31'47" WEST ALONG SAID MARGIN 103.15 FEET TO THE **POINT OF BEGINNING**.

CONTAINS 757 SQUARE FEET, OR 0.02 ACRES, MORE OR LESS.



RIGHT-OF-WAY ACQUISITION
GREGORY R. PAYNE
TAX PARCEL IDENTIFICATION NO. 00609400000600

THAT PORTION OF LOTS 6, 7, 8 AND 9 OF THE PLAT OF WEBBS HOMESITES AS RECORDED IN VOLUME 15 OF PLATS, PAGE 96, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 6;
THENCE SOUTH 88°20'50" EAST 15.47 FEET ALONG THE NORTH LINE OF SAID LOT 6 TO A POINT ON A LINE WHICH IS PARALLEL WITH AND 15.00 FEET EAST OF, AS MEASURED PERPENDICULAR THERETO, THE EAST RIGHT-OF-WAY MARGIN OF STATE AVENUE (OLD PACIFIC HIGHWAY);
THENCE SOUTH 12°31'47" EAST ALONG SAID PARALLEL LINE 8.12 FEET;
THENCE SOUTH 77°21'25" WEST 7.50 FEET TO A POINT ON A LINE WHICH IS PARALLEL WITH AND 7.50 FEET EAST OF, AS MEASURED PERPENDICULAR THERETO, SAID MARGIN;
THENCE SOUTH 12°31'47" EAST ALONG SAID PARALLEL LINE 100.44 FEET;
THENCE NORTH 77°20'16" EAST 7.50 FEET TO A POINT ON A LINE WHICH IS PARALLEL WITH AND 15.00 FEET EAST OF, AS MEASURED PERPENDICULAR THERETO, SAID MARGIN;
THENCE SOUTH 12°31'47" EAST ALONG SAID PARALLEL LINE 13.52 FEET;
THENCE SOUTH 77°21'25" WEST 7.00 FEET TO A POINT ON A LINE WHICH IS PARALLEL WITH AND 8.00 FEET EAST OF, AS MEASURED PERPENDICULAR THERETO, SAID MARGIN;
THENCE SOUTH 12°31'47" EAST 48.83 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT WHICH IS CONCENTRIC WITH AND 8.00 FEET EAST OF, AS MEASURED RADIALY THERETO, SAID MARGIN, FROM WHICH THE CENTER BEARS SOUTH 77°35'24" WEST 3,907.18 FEET DISTANT;
THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°09'01" AN ARC DISTANCE OF 78.44 FEET;
THENCE NORTH 78°29'21" EAST 7.00 FEET;
THENCE SOUTH 11°09'41" EAST 13.49 FEET;
THENCE SOUTH 78°56'15" WEST 6.50 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT WHICH IS CONCENTRIC WITH AND 8.50 FEET EAST OF, AS MEASURED RADIAL THERETO, SAID MARGIN, FROM WHICH THE CENTER BEARS SOUTH 78°56'15" WEST 3907.68 FEET DISTANT;
THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°33'16" AN ARC DISTANCE OF 106.02 FEET;
THENCE NORTH 80°29'31" EAST 7.00 FEET;
THENCE SOUTH 09°30'29" EAST 7.41 FEET TO THE SOUTH LINE OF SAID LOT 9;
THENCE NORTH 87°47'06" WEST ALONG SAID SOUTH LINE A DISTANCE OF 15.83 FEET TO SAID MARGIN AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT FROM WHICH THE CENTER BEARS SOUTH 80°33'13" WEST 3899.18 FEET DISTANT; THENCE NORTHERLY ALONG SAID CURVE LEFT THROUGH A CENTRAL ANGLE OF 02°57'48" AN ARC DISTANCE OF 201.66 FEET;
THENCE CONTINUING ALONG SAID MARGIN NORTH 12°31'47" WEST 174.71 FEET TO THE **POINT OF BEGINNING**.

CONTAINS 3,316 SQUARE FEET, OR 0.08 ACRES, MORE OR LESS.

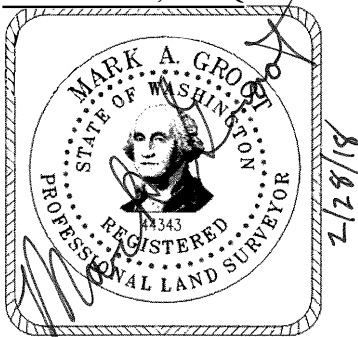


Exhibit A-1 to Bargain and Sale Deed

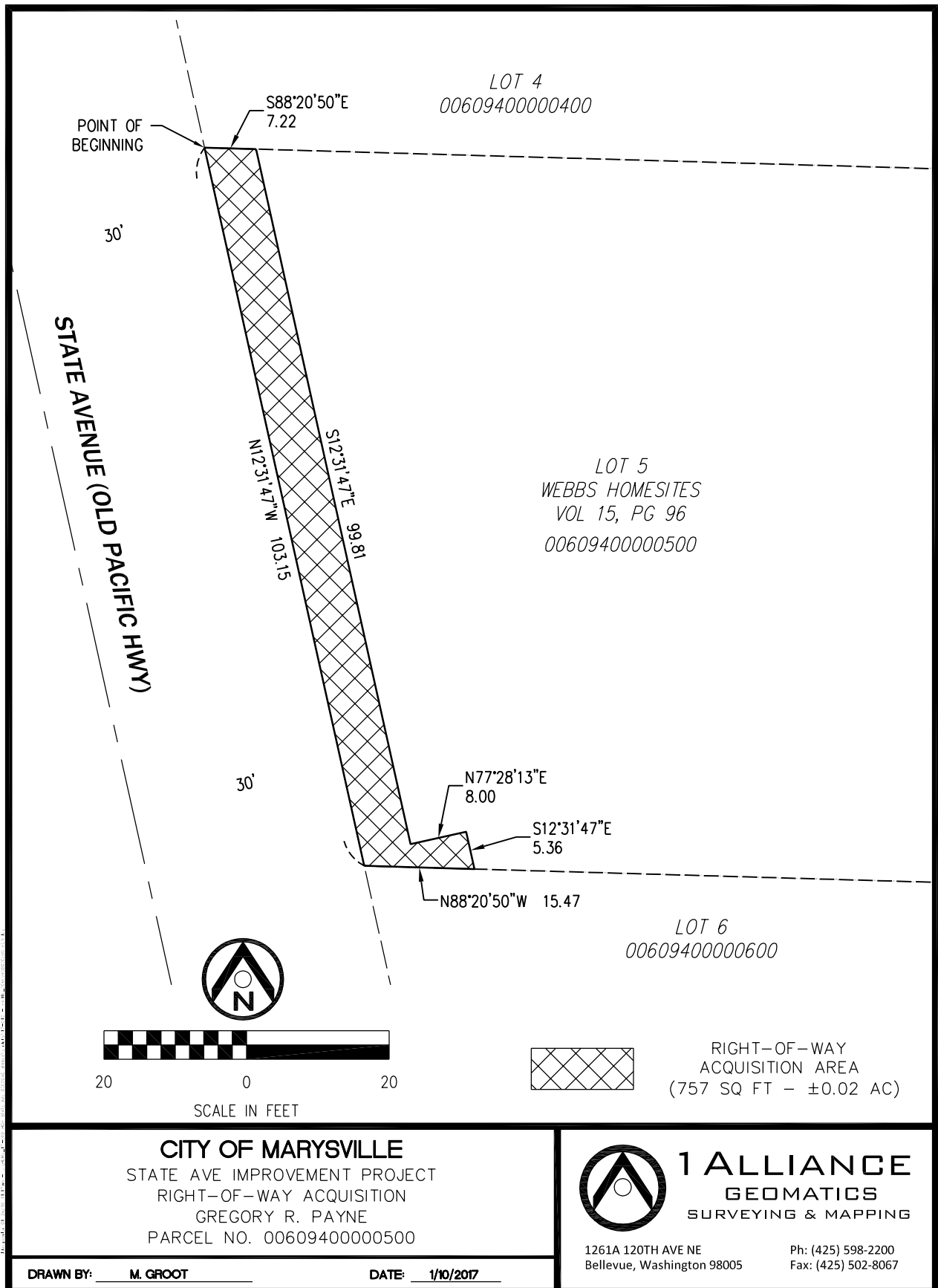


Exhibit B to Bargain and Sale Deed

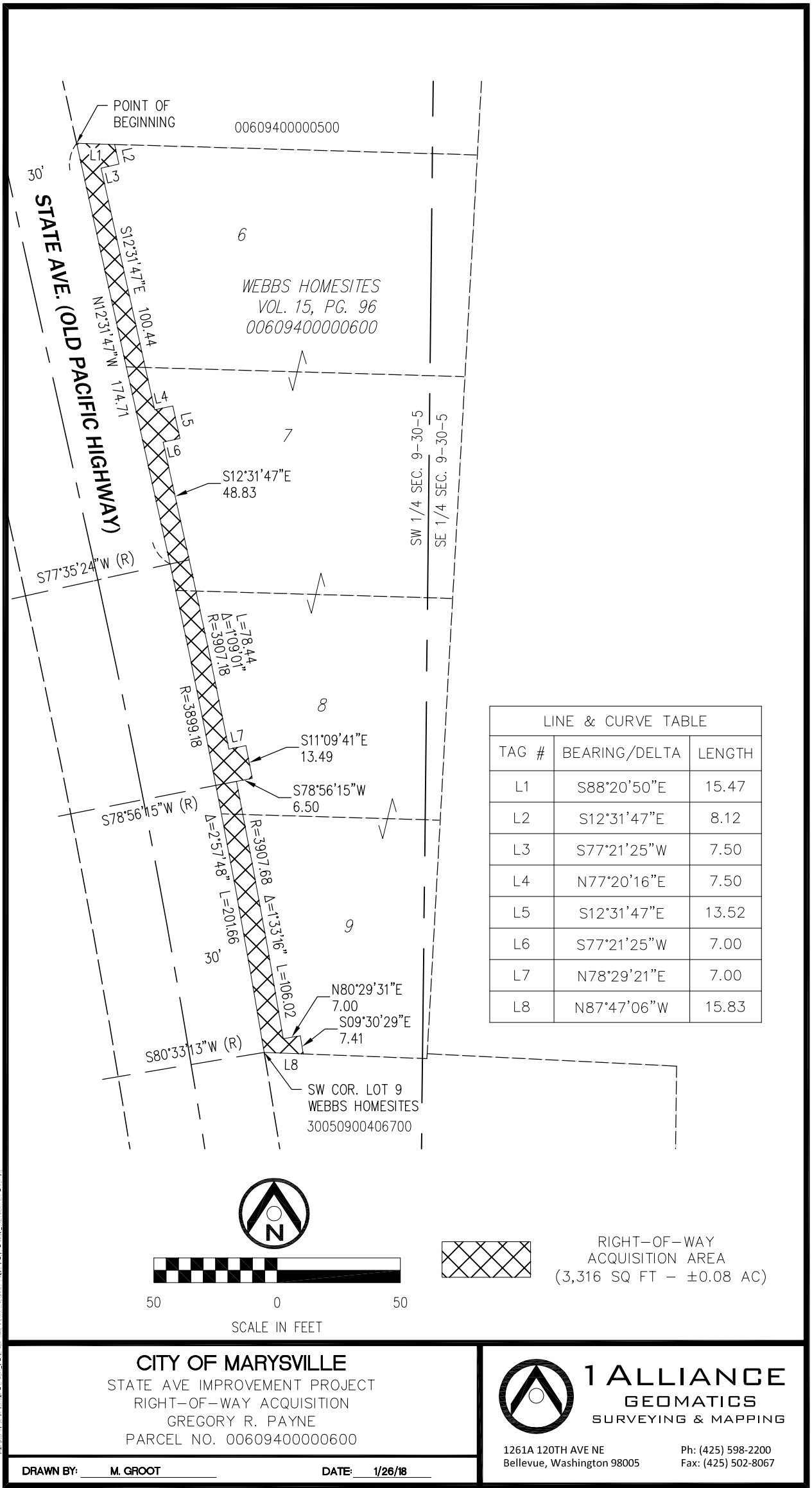


Exhibit B-1 to Bargain and Sale Deed

EXHIBIT B

to Purchase and Sale Agreement

AFTER RECORDING MAIL TO:

City of Marysville
Legal Department
501 Delta Avenue
Marysville, WA 98270

TEMPORARY CONSTRUCTION EASEMENT

Grantors: WASHINGTON TRUST BANK, AS EXECUTOR TO THE
ESTATE OF R. GREGORY PAYNE, DECEASED

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

Abbreviated Legal: Lots 5, 6, 7, 8 and 9 of Webbs Homesites, Vol.15, Pg. 96

Additional Legal on page: 2

Assessor's Tax Parcel No: Ptn of 006094-000-005-00 and Ptn of 006094-000-006-00

In the matter of: State Ave Corridor Widening Project (100th St NE to 116th St NE)

KNOW ALL MEN BY THESE PRESENT, that the Grantor, WASHINGTON TRUST BANK, AS EXECUTOR TO THE ESTATE OF R. GREGORY PAYNE, DECEASED, for and in consideration of the mutual benefits to the parties, do hereby grant to the Grantee, the CITY OF MARYSVILLE, a municipal corporation of the State of Washington, and its employees, contractors, agents, permittees and licensees, the temporary right, permit, license and easement to use and occupy the hereinafter described lands, together with rights of ingress and egress, for the purposes of road widening and related roadway improvement construction on adjacent real property until the completion of the construction of the above referenced project or within 18 (eighteen) months, whichever occurs first, and for purposes of removing vegetation that interferes with Grantee's use of the temporary construction easement area, and for modification

or reconstruction of driveways on the easement property to blend with new construction, and for any and all other purposes incidental to the construction of said project over, under, through, across, in and upon the hereinafter described lands in the County of Snohomish County, State of Washington.

As described in **EXHIBITS A, A-1, B and B-1** attached hereto and incorporated herein by this reference.

It is further understood and agreed that the Grantee shall defend, indemnify, and save the Grantor harmless from any and all claims and causes of action of every kind and description which may accrue to, or be suffered by any person, persons or property by reason of, arising out of, or resulting from the use and occupancy of said lands by the Grantee, its successors and assigns.

This temporary easement, and all rights granted hereunder, shall terminate September 7, 2024.

It is understood and agreed that upon completion of construction of said project, the CITY OF MARYSVILLE or its agents shall restore the easement area as near as reasonably possible to its condition prior to construction.

It is understood and agreed that delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon the CITY OF MARYSVILLE unless and until accepted and approved hereon in writing for the CITY OF MARYSVILLE, by its authorized agent.

The covenants herein shall run with the land and shall be binding on the grantors, their heirs, successors and assigns for the term of this agreement.

DATED this _____ day of _____, 2024.

By _____

DAWN SPRATLEY, WASHINGTON TRUST BANK,
AS EXECUTOR TO THE ESTATE OF R. GREGORY
PAYNE, DECEASED

STATE OF WASHINGTON)
 : ss
COUNTY OF SNOHOMISH)

On this ____ day of _____, 2024, before me personally appeared **Dawn Spratley, Washington Trust Bank, as Executor to the Estate of R. Gregory Payne, Deceased**, to me known to be the individual described in and who executed the foregoing instrument, and acknowledge that he signed the Temporary Construction Easement as his free and voluntary act and in the capacity and for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

Notary Public in and for the State of Washington
Residing at _____
My appointment expires _____

DATED this ____ day of _____, 2024.

By _____
AMANDA WITTMANN, WASHINGTON TRUST
BANK, AS EXECUTOR TO THE ESTATE OF R.
GREGORY PAYNE, DECEASED

STATE OF WASHINGTON)
 : ss
COUNTY OF SNOHOMISH)

On this ____ day of _____, 2024, before me personally appeared **Amanda Wittman, Washington Trust Bank, as Executor to the Estate of R. Gregory Payne, Deceased**, to me known to be the individual described in and who executed the foregoing instrument, and acknowledge that he signed the Temporary Construction Easement as his free and voluntary act and in the capacity and for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

Notary Public in and for the State of Washington

Residing at _____

My appointment expires _____

Dated this ____ day of _____, 2024:

City of Marysville

a Municipal Corporation of the State of Washington

By: _____

Name: Jon Nehring

Its: Mayor

STATE OF WASHINGTON)
 : ss
COUNTY OF SNOHOMISH)

On this _____ day of _____, 2024, I certify that I know or have satisfactory evidence that **Jon Nehring** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Temporary Construction Easement of the City of Marysville, a Washington municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal the day and year last above written.

Notary Public in and for the State of Washington

Residing at _____

My appointment expires _____

TEMPORARY CONTRUCTION EASEMENT
GREGORY R. PAYNE
TAX PARCEL IDENTIFICATION NO. 00609400000500

THAT PORTION OF LOT 5 OF THE PLAT OF WEBBS HOMESITES AS RECORDED IN VOLUME 15 OF PLATS, PAGE 96, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 5;
THENCE SOUTH 88°20'50" EAST 7.22 FEET ALONG THE NORTH LINE OF SAID LOT 5 TO THE **POINT OF BEGINNING**;
THENCE CONTINUING SOUTH 88°20'50" EAST 23.97 FEET ALONG SAID NORTH LINE;
THENCE SOUTH 12°38'35" EAST 29.79 FEET;
THENCE SOUTH 77°21'25" WEST 15.43 FEET;
THENCE SOUTH 12°38'35" EAST 64.11 FEET;
THENCE SOUTH 77°28'13" WEST 8.00 FEET;
THENCE NORTH 12°31'47" WEST 99.81 FEET TO THE **POINT OF BEGINNING**.

CONTAINS 1,271 SQUARE FEET, OR 0.03 ACRES, MORE OR LESS.



TEMPORARY CONSTRUCTION EASEMENT
GREGORY R. PAYNE
TAX PARCEL IDENTIFICATION NO. 00609400000600

THOSE PORTIONS OF LOTS 6, 7, 8 AND 9 OF THE PLATS OF WEBBS HOMESITE, AS RECORDED IN VOLUME 15 OF PLATS, PAGE 96, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 6;
THENCE SOUTH 88°20'50" EAST 15.47 FEET ALONG THE NORTH LINE OF SAID LOT 6 TO THE **POINT OF BEGINNING**;
THENCE CONTINUING SOUTH 88°20'50" EAST ALONG SAID NORTH LINE, 16.89 FEET;
THENCE SOUTH 12°38'35" EAST 43.16 FEET;
THENCE SOUTH 77°27'34" WEST 16.46 FEET TO A POINT ON A LINE WHICH IS PARALLEL WITH AND 15.00 FEET EAST OF, AS MEASURED PERPENDICULAR THERETO, THE EAST RIGHT-OF-WAY MARGIN OF STATE AVENUE (OLD PACIFIC HIGHWAY);
THENCE SOUTH 12°31'47" EAST ALONG SAID PARALLEL LINE 61.25 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A".
THENCE SOUTH 77°20'16" WEST 7.50 FEET TO A POINT ON A LINE WHICH IS PARALLEL WITH AND 7.50 FEET EAST OF, AS MEASURED PERPENDICULAR THERETO, SAID EAST MARGIN;
THENCE NORTH 12°31'47" WEST ALONG SAID PARALLEL LINE 100.44 FEET;
THENCE NORTH 77°21'25" EAST 7.50 FEET TO A POINT ON A LINE WHICH IS PARALLEL WITH AND 15.00 FEET EAST OF, AS MEASURED PERPENDICULAR THERETO, SAID EAST MARGIN;
THENCE NORTH 12°31'47" WEST ALONG SAID PARALLEL LINE 8.12 FEET TO THE **POINT OF BEGINNING**.

TOGETHER WITH:

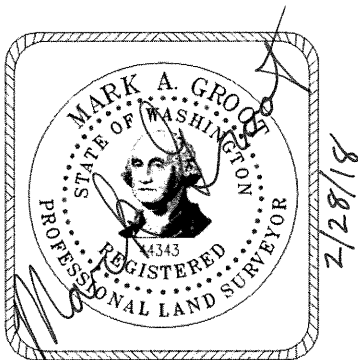
COMMENCING AT THE AFOREMENTIONED POINT "A";
THENCE SOUTH 12°31'47" EAST ALONG A LINE WHICH IS PARALLEL WITH AND 15.00 FEET EAST OF, AS MEASURED PERPENDICULAR THERETO, SAID MARGIN, A DISTANCE OF 9.47 FEET TO THE **POINT OF BEGINNING**;
THENCE NORTH 77°21'25" EAST 9.83 FEET;
THENCE SOUTH 12°38'35" EAST 50.00 FEET;
THENCE SOUTH 77°21'25" WEST 10.50 FEET;
THENCE SOUTH 12°38'35" EAST 19.22 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 3,554.66 FEET;
THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°00'11" AN ARC DISTANCE OF 62.23 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "B";
THENCE SOUTH 78°29'21" WEST 7.00 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT WHICH IS CONCENTRIC WITH AND 8.00 FEET EAST OF, AS MEASURED RADIALLY THERETO, SAID EAST MARGIN, FROM WHICH THE CENTER BEARS SOUTH 78°44'25" WEST 3,907.18 FEET DISTANT;
THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°09'01" AN ARC DISTANCE OF 78.44 FEET TO A POINT ON A LINE WHICH IS PARALLEL WITH AND 8.00 FEET EAST OF, AS MEASURED PERPENDICULAR THERETO, SAID MARGIN;
THENCE NORTH 12°31'47" WEST ALONG SAID PARALLEL LINE 48.83 FEET;
THENCE NORTH 77°21'25" EAST 7.00 FEET TO A POINT ON A LINE WHICH IS PARALLEL WITH AND 15.00 FEET EAST OF, AS MEASURED PERPENDICULAR THERETO, SAID EAST MARGIN;
THENCE NORTH 12°31'47" WEST ALONG SAID PARALLEL LINE 4.05 FEET TO THE **POINT OF BEGINNING**;

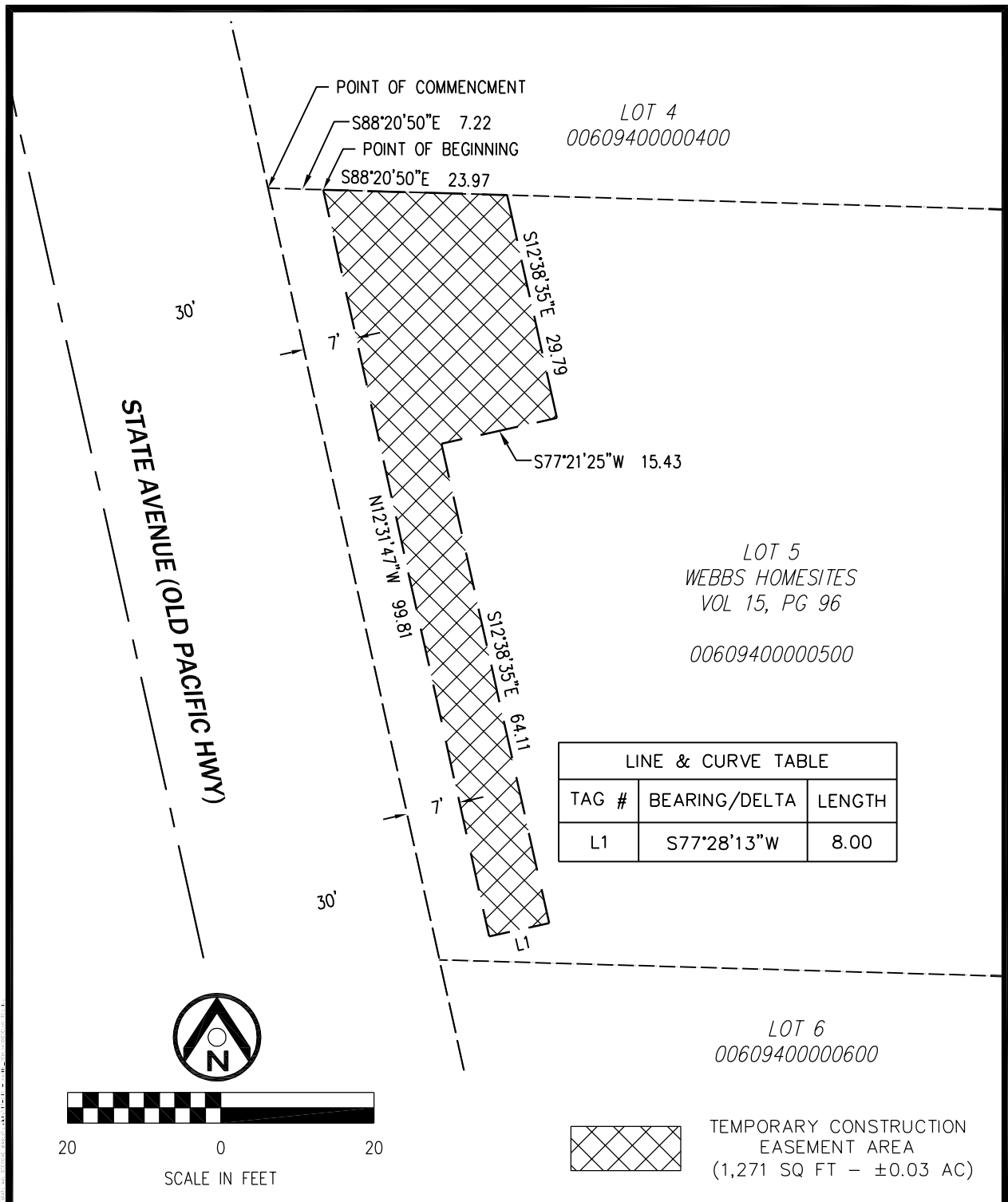
Exhibit A-1 to TCE

TOGETHER WITH:

COMMENCING AT THE AFOREMENTIONED POINT "B";
 THENCE SOUTH $11^{\circ}32'02''$ EAST 13.49 FEET TO THE **POINT OF BEGINNING** AND THE
 BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS
 SOUTH $78^{\circ}34'49''$ WEST 3,570.83 FEET DISTANT;
 THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $00^{\circ}24'27''$ AN
 ARC DISTANCE OF 25.40 FEET;
 THENCE SOUTH $02^{\circ}02'19''$ WEST 26.64 FEET;
 THENCE SOUTH $87^{\circ}50'42''$ EAST 6.07 FEET TO THE BEGINNING OF A NON-TANGENT CURVE
 TO THE RIGHT FROM WHICH THE CENTER BEARS SOUTH $79^{\circ}25'35''$ WEST 3,570.83 FEET
 DISTANT;
 THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $00^{\circ}51'29''$ AN
 ARC DISTANCE OF 53.48 FEET;
 THENCE SOUTH $80^{\circ}29'19''$ WEST 7.11 FEET TO A POINT ON A NON-TANGENT CURVE TO THE
 LEFT WHICH IS CONCENTRIC WITH AND 8.50 FEET EAST OF, AS MEASURED RADIALLY
 THERETO, SAID EAST MARGIN, FROM WHICH THE CENTER BEARS SOUTH $80^{\circ}29'31''$ WEST
 3,906.19 FEET DISTANT, AND FROM WHICH POINT THE SOUTHWEST CORNER OF SAID LOT 9
 BEARS SOUTH $54^{\circ}13'10''$ WEST 9.48 FEET DISTANT;
 THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $01^{\circ}33'16''$ AN
 ARC DISTANCE OF 105.98 FEET;
 THENCE NORTH $78^{\circ}34'49''$ EAST 6.59 FEET TO THE **POINT OF BEGINNING**;

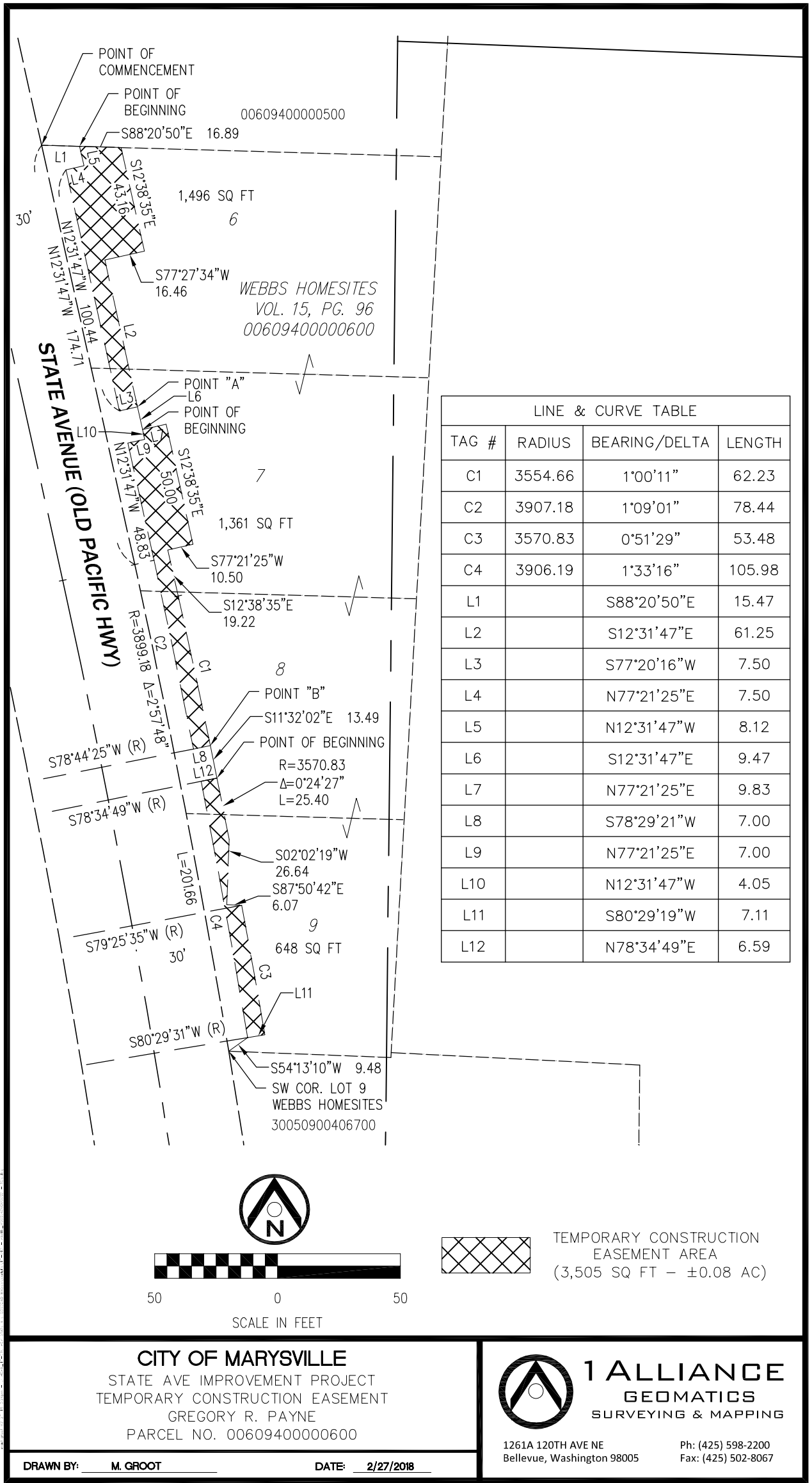
CONTAINS 3,505 SQUARE FEET, OR 0.08 ACRES, MORE OR LESS.





CITY OF MARYSVILLE STATE AVE IMPROVEMENT PROJECT TEMPORARY CONSTRUCTION EASEMENT GREGORY R. PAYNE PARCEL NO. 00609400000500	1 ALLIANCE GEOMATICS SURVEYING & MAPPING 1261A 120TH AVE NE Bellevue, Washington 98005 Ph: (425) 598-2200 Fax: (425) 502-8067
DRAWN BY: <u>M. GROOT</u>	DATE: <u>1/10/2017</u>

Exhibit B to TCE



Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement

Agreement Number: R2305

Firm/Organization Legal Name (do not use dba's): Transpo Group USA, Inc.	
Address 12131 113th Ave NE, Suite 203, Kirkland, WA 98034	Federal Aid Number STBGUL-9931(025)
UBI Number 603 258 009	Federal TIN or SSN Number 91-6001459
Execution Date	Completion Date 11/30/2026
1099 Form Required ☐ Yes ☒ No	Federal Participation ☒ Yes ☐ No
Project Title 67th Ave NE & 52nd St NE Intersection Improvements	
Description of Work Transpo Group USA, Inc. (Transpo) will provide engineering services to the City of Marysville for the design of improvements associated with the 67th Avenue NE & 52nd Street NE intersection. This includes the design of a new traffic signal and associated illumination, re-channelization of the intersection, and construction/reconstruction of curb ramps to meet current Americans with Disabilities Act (ADA) standards, if necessary. Transpo will lead and work in coordination with our subconsultants to provide a consistent overall project design across engineering disciplines. Transpo's team, inclusive of subconsultants, is referred to as the "Consultant" in the attached Exhibit A - Scope of Services.	
☒ Yes HWA ☒ Yes RES ☒ Yes RES, HWA ☐ Yes	☐ No DBE Participation ☐ No MBE Participation ☐ No WBE Participation ☒ No SBE Participation
Total Amount Authorized: \$374,256.05 Management Reserve Fund: \$0.00 Maximum Amount Payable: \$374,256.05	

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

Agreement Number: R2305

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the City of Marysville hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

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

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Agreement Number: R2305

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name: Nick Loutsis
 Agency: City of Marysville
 Address: 501 Delta Ave
 City: Marysville State: WA Zip: 98270
 Email: nloutsis@marysvillewa.gov
 Phone: 360-363-8105
 Facsimile:

If to CONSULTANT:

Name: Chris Cavallo
 Agency: Transpo Group USA, Inc.
 Address: 12131 113th Ave NE, Suite 203
 City: Kirkland State: WA Zip: 98034
 Email: chris.cavallo@transpogroup.com
 Phone: 425-821-3665
 Facsimile:

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

Agreement Number: R2305

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

- A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.
1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
 2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.
A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all A&E sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov.
Failure to supply this information by either the prime CONSULTANT or any of their A&E sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.
The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.
 3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. (excluding Meals, which are reimbursed at the per diem rates identified in this section) These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

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4. **Fixed Fee:** The Fixed Fee, which represents the CONSULTANT'S profit, is shown in attached Exhibits "D" and "E" of this AGREEMENT. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
 5. **Management Reserve Fund (MRF):** The AGENCY may desire to establish MRF to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the MRF is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the MRF shall be made in accordance with Section XIII, "Extra Work."
 6. **Maximum Total Amount Payable:** The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the MRF. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- B. **Monthly Progress Payments:** The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the ICR and calculated fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct (RAW) Labor, Direct Non-Salary, and allowable ICR Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed Direct (RAW) Labor costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, Direct (RAW) Labor rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent, if applicable, upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit; all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) working days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

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D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and/or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's

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Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964
(42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973
(23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973
(29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975
(42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987
(Public Law 100-259)
- American with Disabilities Act of 1990
(42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged and any appropriate fixed fee percentage at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to

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date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs and appropriate fixed fee percentage in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

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XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold The State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and /or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated between the Parties.

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Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Nick Loutsis
 Agency: City of Marysville
 Address: 501 Delta Ave
 City: Marysville State: WA Zip: 98270
 Email: nloutsis@marysvillewa.gov
 Phone: 360-363-8105
 Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT amount or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

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The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit "G-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "G-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "G-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "G-4" Certificate of Current Cost or Pricing Data. Exhibit "G-3" is required only in AGREEMENT's over one hundred thousand dollars (\$100,000.00) and Exhibit "G-4" is required only in AGREEMENT's over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III "General Requirements" prior to its performance of any SERVICES under this AGREEMENT.

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XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, State security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

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Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT 's, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbings, recordings, visual displays, photographs, minutes of meetings,

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tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

DocuSigned by:

Ryan Peterson

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Signature

2/29/2024

Date

Signature

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

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Exhibit A Scope of Work

Project No.

see attached

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Exhibit A – Scope of Work

Client Name:	City of Marysville		
Project Name:	67th Ave NE & 52nd St NE Intersection Improvements		
Exhibit Dated:	January 22, 2024	TG:	1.23256.00

Scope of Services

Transpo Group (CONSULTANT) will provide engineering services to the City of Marysville (CLIENT) for the 67th Avenue NE & 52nd Street NE Intersection Improvements project (PROJECT). The work to be performed consists of engineering and preparing final plans, specifications, and estimates (PS&E) for improvements at the intersection of 67th Avenue NE & 52nd Street NE in Marysville, WA. The proposed improvements generally include:

- Roadway widening
- Sidewalks, curbs and gutters, and curb ramps
- Traffic signal system and intersection illumination
- Channelization to provide a left-turn lane and bike lanes for each approach.
- Pavement markings
- Stormwater drainage improvements

Key Assumptions

- The project includes federal funding.
- The CONSULTANT will lead coordination with Washington State Department of Transportation (WSDOT).
- All deliverables will be provided electronically via PDF and in their original file format.
- All readily available base mapping data for the project limits such as aerial photos, Geographic Information System (GIS) data, and as-built drawings will be provided by the CLIENT.
- Neither 67th Avenue NE nor 52nd Street NE are state routes.
- Roadway widening, sidewalk/curb/gutter, and stormwater drainage improvements will only be required on the east side of the north leg (67th Avenue NE) and the north side of the east leg (52nd Street NE).
- Final improvements on the east leg will tie into existing frontage improvements (approximately 400-ft east of the intersection).
- Final improvements on the north leg will terminate where proposed roadway widening ends (approximately 375-ft north of the intersection).
- Water, sewer, and gas utilities will not be impacted. Impacts, if any, are anticipated to be minor adjustments to grade and will not require any horizontal adjustments.
- Overhead utilities which are impacted by project improvements will not be undergrounded.
- Improvements will result in 5,000 sq-ft or less of new impervious surfaces.

Design Criteria

Reports and plans, to the extent feasible, shall be developed in accordance with the latest edition and amendments of the following:

1. City of Marysville, “Engineering Design & Development Standards” (EDDS)
2. WSDOT, “Design Manual”
3. Federal Highway Administration (FHWA) and WSDOT, “Manual on Uniform Traffic Control Devices for Streets and Highways”
4. AASHTO 2018, “A Policy on Geometric Design of Highways and Streets.”
5. City of Marysville Municipal Code (MMC)
6. Stormwater Management Manual for Western Washington (SWMM)



TASK 1 Project Management / Meetings

Project Management

The CONSULTANT shall provide direction to staff and review of their work over the course of the project. This task includes preparing monthly progress reports including the status of work elements.

Periodic monitoring of the project budget will occur over the course of the project. This task is intended to help monitor costs and budgets, and to propose corrective actions. These actions could include formal requests for budget increases, or scope modifications or reductions.

Drawings and documents received and generated over the course of the project require review, coordination, and file management. This information will be filed to facilitate ready and selective retrieval.

Subconsultant Coordination

Direction of the subconsultants and review of their work over the course of the project shall be provided by the CONSULTANT. This task includes reviewing the status of individual work elements completed by subconsultants, reviewing the subconsultant monthly progress reports, and the planning of future work items.

The following subconsultants are anticipated to be used on this project:

- MacKay Sposito (MacKay) – stormwater engineering, environmental, survey
 - ASM Affiliates – archaeological survey and reporting
 - Michael Minor & Associates (MM&A) – noise analysis
 - NV5 – hazardous materials analysis
- HWA GeoSciences, Inc. (HWA) – geotechnical engineering
- RES Group Northwest, LLC (RES) – right of way

Monthly Progress Reports and Invoices

Monthly progress reports and invoices shall be prepared by the CONSULTANT and shall include work performed during the billing period. These progress reports and invoices shall also include subconsultant work. Each month's progress report and invoice shall be submitted together to the CLIENT.

Coordination Meetings

The CONSULTANT shall prepare for and attend coordination meetings during the length of the project. These meetings will be the forums for the CLIENT and other stakeholders to provide input and guidance for the direction of the PROJECT. They will also be used to discuss PROJECT issues, approve submittals, and develop potential solutions.

Task 1 Assumptions

- *The duration of the PROJECT is estimated to be 34 months.*
- *Coordination meetings will be held remotely using Microsoft Teams.*
- *Coordination meetings will have an estimated duration of 1 hour each.*
- *The CONSULTANT will attend 14 coordination meetings.*
- *MacKay will attend 14 half-hour coordination meetings.*
- *HWA will attend 2 coordination meetings.*
- *RES will attend 2 coordination meetings.*
- *The CONSULTANT, MacKay, HWA, and RES will attend 1 project kick off meeting.*
- *The schedule updates will occur at the 30% submittal and the permit submittal.*

Task 1 CONSULTANT Deliverables

- *Monthly progress reports and invoices*
- *Project schedule updates (2 total)*



- *Coordination meeting agendas and meeting minutes*
- *Project kick off meeting agenda and meeting minutes*

Task 1 CLIENT Responsibilities

- *Attend meetings.*

TASK 2 Data Collection and Analysis

This task will provide the basis for confirming existing issues and constraints at the intersection. It will include gathering available data.

SUBTASK 2.1 – Site Visit

A site visit will be attended with the CLIENT to walk the project area, review existing site conditions, discuss CLIENT concerns, and assess potential solutions.

Subtask 2.1 Assumptions

- *The site visit duration will be approximately 2 hours.*
- *The CONSULTANT, MacKay, and HWA will attend the site visit.*

Subtask 2.1 CONSULTANT Deliverables

- *Attend site visit.*

Subtask 2.1 CLIENT Responsibilities

- *Attend site visit.*

SUBTASK 2.2 – Topographic Survey

Topographic surveying base map will be prepared to the extents as shown in the attached Survey and Environmental Limits Exhibit. Survey extents will generally include the full right-of-way width at the intersection, east half of the roadway for the north leg, and north half of the roadway for the east leg. The topographic survey will be supplemented with an aerial image.

Survey extents beyond the right of way are generally anticipated to be as follows:

- Parcel 30053500201200 (6721 52nd Street NE)
 - From south property line to 25-ft north
 - From west property line to 35-ft east
- Parcel 30053500201900 (No address)
 - From west property line to 35-ft east
- Parcel 00814200002100 (5205 66th Drive NE)
 - From south property line to 10-ft north
 - From east property line to 10-ft west

The base map will include sufficient ground data to generate a 1-foot contour interval and will incorporate right-of-way/property lines, structures, curb ramps, sidewalks, utilities, drainage structures/inlets, traffic signals, street signs, landscape areas and trees, and other pertinent features within the proposed mapping limits. Utility locate services will be notified to arrange to have the locations of existing utilities surface marked and these locations as marked will be incorporated into the base mapping. Overhead utility line heights will be measured at the northwest, southwest, and southeast corners of the intersection. The CONSULTANT is not responsible for the accuracy or timeliness of the markings provided by others. A search for survey monuments will be completed and Department of Natural Resources (DNR) Permits to Destroy and a Remonumentation Record of Survey will be filled if any monuments are at risk of being disturbed or destroyed during construction.

Subtask 2.2 Assumptions



- *Horizontal and Vertical Datum will be based on Horizontal = Washington State Plane Coordinate System NAD 83 and Vertical = NAVD 88.*
- *Underground utility locating service fees will be charged as a reimbursable expense to the CLIENT.*
- *Right-of-entries from private property owners needed to complete this subtask will be provided by the CLIENT.*
- *Utility inverts within the active roadway will not be provided.*
- *Pre and Post Construction Records of Survey are not included in this task.*
- *DNR Permits to Destroy and Remonumentation Record of Survey as required by RCWs (Revised Code of Washington) 58.24.030 and 58.24.040 are only necessary if construction will disturb or cause destruction of any existing survey monuments.*
- *The CLIENT will provide aerial imagery for the project location. If aerial imagery from the CLIENT is unavailable, existing available aerial imagery from Google Maps, Bing Maps, or similar, will be used. The imagery will be used as-is; the CONSULTANT will not be required to trace and/or recreate existing features from the aerial imagery for incorporation into the topographic survey cad. The CONSULTANT is not responsible for the accuracy of the aerial imagery.*

Subtask 2.2 CONSULTANT Deliverables

- *Topographic survey map (PDF format)*
- *AutoCAD 2020 CAD file*
- *DNR Permits to Destroy (if needed, assumes 1 monument)*
- *Remonumentation Record of Survey (if needed)*

Subtask 2.2 CLIENT Responsibilities

- *Provide list of utility companies within the existing right-of-way.*
- *Provide as-builts for project limits, if available.*
- *Provide right-of-entries.*
- *Recording of Remonumentation Record of Survey.*
- *Provide aerial imagery of the project area that can be used to supplement the topographic survey, if available.*

SUBTASK 2.3 – Right-of-Way Plan, Exhibits, and Legal Descriptions

The purpose of the right-of-way plan task is to properly delineate the additional right-of-way that needs to be acquired to complete this project. The CONSULTANT will provide legal descriptions and exhibits for the acquisition of right-of-way and temporary construction easements. Survey monuments will be set to delineate the new right-of-way.

Subtask 2.3 Assumptions

- *Right-of-Way will only be acquired from parcels:*
 - *30053500201200 (6721 52nd Street NE)*
 - *30053500201900 (No address)*
 - *00824100001200 (5115 66th Drive NE)*
 - *00814200002100 (5205 66th Drive NE)*
- *Right-of-Way acquisitions will require new survey monuments to be set and a Record of Survey to be filed.*
- *Right-of-Way acquisitions and/or easements will not be staked in the field.*
- *Temporary construction easements will only be required from parcels:*
 - *00814200002100 (5205 66th Drive NE)*

Subtask 2.3 CONSULTANT Deliverables

- *Legal descriptions and exhibits for right-of-way acquisitions (up to four).*
- *Legal descriptions and exhibits for temporary construction easements (up to one).*

- *A Record of Survey showing the right-of-way acquisition to be filed at the County per Revised Code of Washington (RCW) 58.09.*

Subtask 2.3 CLIENT Responsibilities

- *Provide title reports for all affected properties.*

SUBTASK 2.4 – Geotechnical Field Investigation and Analysis

The CONSULTANT will provide the following geotechnical services:

- Review readily available published literature and in-house files regarding soil and groundwater conditions in the project vicinity.
- Develop a traffic control plan for a geotechnical field investigation along the project alignment.
- Obtain a right-of-way permit from the CLIENT prior to performing a geotechnical field investigation within the right-of-way.
- Arrange for underground utility location (“Call before you dig”) prior to performing field activities.
- Coordinate traffic control services for use during the geotechnical field investigation.
- Advance up to 3 exploratory boreholes utilizing the hollow-stem auger drilling method, along the project alignment to characterize soil and groundwater conditions. Each borehole will be advanced to a depth of 25 ft. Soil samples will be collected at regular intervals and the pavement section thickness at each exploration location will be noted. Upon completion of drilling, boreholes will be decommissioned in general accordance with the requirements of Washington Administrative Code (WAC) 173-160.
- Perform geotechnical laboratory tests on select soil samples. For cost estimating purposes, it is assumed that up to 6 moisture content determinations and 6 grain size analyses will be performed. Natural moisture content tests will be in general accordance with ASTM standard test method D2216, *Standard Test Methods for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass*. Grain-size analyses will be in general accordance with ASTM standard test method D6913, *Standard Test Methods for Particle-Size Distribution (Gradation) of Soils Using Sieve Analysis*.
- Complete a preliminary evaluation of the feasibility of the stormwater infiltration at the site based on textural classification.
- Complete geotechnical engineering analyses related to signal pole foundation support and roadway embankment construction.
- Prepare a geotechnical report that includes:
 - A site map showing the approximate locations of the explorations.
 - Summary boring logs and results of laboratory testing.
 - Recommended lateral soil bearing pressures for use in design of traffic signal foundations.
 - General recommendations for earthwork construction, including the suitability of site soil for use as structural fill, wet weather earthwork, subgrade preparation, fill placement and compaction, dewatering considerations, and temporary excavation shoring.
 - Embankment construction recommendations, including recommended permanent slope inclinations and an evaluation of roadway embankment settlement.
 - A preliminary evaluation of stormwater infiltration feasibility, based on grain size characteristics and HWA’s experience with similar soil conditions.

Subtask 2.4 Assumptions

- *The pavement section at the borehole locations will not need to be patched with hot-mix asphalt.*
- *Asphalt concrete pavement at the proposed exploration locations is not underlain by Portland cement concrete pavement (i.e., no concrete coring will be required).*
- *The field exploration program will be completed during daylight hours on normal business days (i.e., no weekend and/or night drilling will be required and no work hour restrictions when working with the City’s right-of-way).*

- *The CLIENT will provide a Right-of-way permit at no cost to the CONSULTANT.*
- *The planned explorations do not include an environmental site assessment, and the project site is assumed to be free of hazardous or contaminated materials.*
- *Pavement design recommendations will be provided by others, and HWA will not be requested to complete California bearing ratio (CBR) testing.*
- *Stormwater infiltration is considered infeasible. If the preliminary infiltration evaluation indicates that infiltration is feasible, an amendment will be required to develop a design infiltration rate.*
- *No retaining walls are proposed at the project site.*

Subtask 2.4 CONSULTANT Deliverables

- *Traffic control plan*
- *Right-of-way Permit application*
- *Draft geotechnical report*
- *Final geotechnical report*

Subtask 2.4 CLIENT Responsibilities

- *Review and provide comments on the deliverables.*
- *Provide right-of-way permit.*

TASK 3 Environmental Permitting

SUBTASK 3.1 – Critical Areas Delineation and Report

The CONSULTANT will delineate wetland and water boundaries within the study area at the project site as shown in the attached Survey and Environmental Limits Exhibit and further described within this Subtask. The wetland delineation will be conducted in accordance with the methods described in the 1987 Corps of Engineers Wetland Delineation Manual (Environmental Laboratory 1987) and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coasts (Version 2.0) (USACE 2010). Field data will be collected on standardized wetland delineation data forms. Wetland boundaries and ordinary high-water marks (OHWM) will also be flagged with flags labeled alpha-numerically to designate a specific wetland and flag location. The OHWM will be delineated following the latest guidance from the Washington State Department of Ecology (Ecology) and U.S. Army Corps of Engineers Regulatory Guidance.

A critical areas assessment report will be prepared that includes sections detailing site conditions, methods used to delineate wetlands, description of on-site soils and water, and findings that include wetland classification and ratings. Wetland ratings will be determined for each delineated wetland using the Washington State Wetland Rating System for Western Washington. This document will be prepared to document wetland / waters boundaries and associated buffers to support critical areas permitting. The assessment report will also address fish and wildlife habitat critical areas.

Subtask 3.1 Assumptions

- *Routine methodology can be used to delineate on-site wetlands.*
- *The study area will encompass the full length of the project and be restricted to the right-of-way except where right-of-way acquisition or temporary construction easements are proposed or where prudent to obtain additional data to verify permitting requirements. The study area will be confirmed with the CLIENT prior to conducting fieldwork.*
- *Fieldwork to perform the on-site wetland delineation can be completed within 2 days each for two wetland scientists.*
- *Access to the site and site conditions will not prevent work from being completed in the allotted time. Rights-of-entry will be obtained by the CLIENT and will not require any landowner coordination for CONSULTANT staff.*
- *Up to three Western Washington rating forms for onsite wetlands are included.*
- *One site visit with regulatory agencies to confirm wetland boundaries is included.*
- *No violations have occurred to on-site wetlands.*

- *Geologic hazard, cultural resource, and critical aquifer recharge area documentation is not included in this subtask.*
- *The Critical Areas Delineation Report and Mitigation Bank Use Plan will be submitted to comply with the City of Marysville Municipal Ordinance. The CLIENT will pay all review fees.*
- *The project is not located within the jurisdictional limits of shorelines of the state.*

Subtask 3.1 CONSULTANT Deliverables

- *Draft Critical Areas Assessment Report*
- *Final Critical Areas Assessment Report*
- *Electronic data for wetland boundaries as a shapefile or other acceptable format.*

Subtask 3.1 CLIENT Responsibilities

- *Provide right-of-entries.*
- *Pay review fees.*
- *Review and provide comments on the deliverables.*

SUBTASK 3.2 – SEPA Checklist

The CONSULTANT will prepare a State Environmental Policy Act (SEPA) Checklist, as required by WAC 197-11-160. The checklist is required to demonstrate compliance with SEPA and identify whether the project has any significant environmental impacts.

Subtask 3.2 Assumptions

- *A determination of non-significance is expected. Documentation required for a determination of significance is not included.*
- *Up to four hours of public comment response is included.*
- *The CLIENT will be responsible for payment of all review fees.*

Subtask 3.2 CONSULTANT Deliverables

- *Draft SEPA Checklist*
- *Final SEPA Checklist*

Subtask 3.2 CLIENT Responsibilities

- *Review and provide comments on the deliverables.*
- *Pay review fees.*

SUBTASK 3.3 – Section 401 and 404 Clean Water Act

We expect the project to comply with nationwide permit 14 (linear transportation projects) or 23 (approved categorical exclusions) and require a Joint Aquatic Resource Permit Application (JARPA). The CONSULTANT will prepare a JARPA application. A separate Mitigation Bank Use Plan will also be prepared under Subtask 3.4. The CONSULTANT will track review of the JARPA with the Corps and other agencies.

Subtask 3.3 Assumptions

- *The project will be permitted using one or more nationwide permits (NWP 14 [Linear Transportation Projects] and/or NWP 23 [Approved Categorical Exclusion]). If project impacts exceed thresholds for nationwide permits, a contract amendment will be required.*
- *The CLIENT will submit a Pre-Application Meeting Request to Ecology; individual 401 review by Ecology is expected. Coordination with Ecology to obtain the 401 Water Quality Certification is included.*
- *A Water Quality Monitoring Protection Plan (WQMPP) is not included because in-water work is not anticipated.*

Subtask 3.3 CONSULTANT Deliverables



- *Draft JARPA*
- *Final JARPA*
- *Draft WQMP (if the project is not pre-certified by Ecology)*
- *Final WQMP (if the project is not pre-certified by Ecology)*

Subtask 3.3 CLIENT Responsibilities

- *Submit a Pre-Application Meeting Request to Ecology*
- *Review and provide comments on the deliverables.*

SUBTASK 3.4 – Mitigation Bank Use Plan

The CONSULTANT will prepare a mitigation bank use plan to support purchase of mitigation bank credits from the Terrace Mitigation Bank for offsetting impacts to wetlands. The plan will be prepared in accordance with Using Credits from Wetland Mitigation Banks: Guidance to Permit Applicants on Submittal Contents for Bank Use Plans (Interagency Review Team 2022).

Subtask 3.4 Assumptions

- *Impacts to wetlands can be mitigated by purchasing mitigation bank credits.*
- *Credits will be available for use at Snohomish Basin Mitigation Bank at the time of the JARPA submittal. An out-of-service area request is not included.*
- *A mitigation plan and permittee-responsible mitigation will not be required.*
- *No monitoring is included in this task*

Subtask 3.4 CONSULTANT Deliverables

- *Draft mitigation bank use plan*
- *Final mitigation bank use plan*

Subtask 3.4 CLIENT Responsibilities

- *Review and provide comments on the deliverables.*

SUBTASK 3.5 – NEPA Support

A Categorical Exclusion (CE) Documentation Form and supporting documentation will be required to comply with Federal Highway Administration (FHWA) requirements under the National Environmental Policy Act (NEPA). The CONSULTANT will prepare the CE Documentation Form and supporting documents. Anticipated supporting documents included in this task include an agricultural lands memorandum, environmental justice population presence documentation, and sole source aquifer checklist. The CONSULTANT will meet with CLIENT and WSDOT staff during the outset of the project to confirm the documentation needs for the project. The reports and memoranda will be based on the wetlands and stream assessment report, stormwater discipline report, online resources, and construction plans. The CONSULTANT will provide draft copies of all documents to the CLIENT for review. Upon making any necessary changes to the draft documents, the CONSULTANT will provide the final documents to the CLIENT for submittal to WSDOT and other agencies as appropriate.

Subtask 3.5 Assumptions

- *The CLIENT will participate in up to two (virtual) meetings with the City and WSDOT to discuss the project.*
- *Environmental justice will require minimal documentation; an environmental justice memo or more stringent reporting is not included.*
- *Documents will be prepared using WSDOT templates, as appropriate.*
- *The following disciplines will not require project-specific documentation outside of a brief description in the CE Form: air quality, Coast Guard, bald eagles, floodways/floodplains, 4(f), 6(f), rivers, and tribal lands.*
- *The hydraulic report, noise, cultural, critical areas, and endangered species act documentation required for CE will be prepared in other tasks/subtasks.*

Subtask 3.5 CONSULTANT Deliverables

- Draft CE Documentation Form and supporting documents
- Final CE Documentation Form and supporting documents

Subtask 3.5 CLIENT Responsibilities

- Review and provide comments on the deliverables.

SUBTASK 3.6 – Construction Stormwater General Permit

The CONSULTANT shall prepare the Preliminary Notice of Intent for the Construction Stormwater General Permit authorization application.

Subtask 3.6 Assumptions

- All annual permit renewal fees will be the responsibility of the CLIENT.
- Up to \$300 expense is included for public notice newspaper fees.
- The SWPPP for the project including best management practices and the erosion control plan will be prepared under another task/subtask.
- A site plan to meet Ecology's NOI submittal requirements will be provided under other tasks/subtasks.
- The City of Marysville will transfer stormwater permit coverage to the contractor once the construction contract is awarded.

Subtask 3.6 CONSULTANT Deliverables

- Preliminary Notice of Intent for the Construction Stormwater General Permit authorization application

Subtask 3.6 CLIENT Responsibilities

- Review and provide comments on the deliverables.
- Transfer stormwater permit coverage to the contractor.

SUBTASK 3.7 – Stormwater Pollution Prevention Plan (SWPPP)

The CONSULTANT will prepare a Stormwater Pollution Prevention Plan for project construction. Work will entail visually examining the site to document existing conditions and then preparing the SWPPP using the Washington State Department of Ecology template. The fieldwork required for this task will be conducted in conjunction with fieldwork required for other tasks/subtasks. The CONSULTANT will communicate with the CLIENT and design engineers via email or telephone to obtain the information necessary to complete the SWPPP. Ecology requires that the SWPPP include the project Grading and Erosion Control Plans (engineering drawings) and the stormwater sampling location(s) identified. Proposed Stormwater Best Management Practices (BMPs) will follow recommendations from Ecology for the given site-specific conditions of this project.

Subtask 3.7 Assumptions

- None.

Subtask 3.7 CONSULTANT Deliverables

- Draft SWPPP
- Final SWPPP

Subtask 3.7 CLIENT Responsibilities

- Review and provide comments on the deliverables.

SUBTASK 3.8 – Biological Assessment

The CONSULTANT will prepare a biological assessment (BA) to address potential adverse effects to federally listed fish species within the project action area. The BA format will follow the WSDOT BA template. All sections will be prepared as suggested in WSDOT's Biological Assessment Preparation for Transportation Projects: Advanced Training Manual. The CONSULTANT will communicate with project engineers to accurately describe the various elements of the project, identify avoidance and minimization measures, and assess impacts to stream, riparian, and wetland habitats. The CONSULTANT will communicate with local biologists, as needed, to obtain site-specific information regarding listed species and potential adverse effects.

Subtask 3.8 Assumptions

- *The CONSULTANT will address two rounds of comments / edits from WSDOT and one round of comments / edits from FHWA.*
- *No surveys for sensitive, threatened, or endangered species will be required.*
- *The project will result in No Effect to listed terrestrial species under the jurisdiction of the US Fish and Wildlife Service.*
- *The proposed project does not include in-water work.*
- *No changes in the project design will occur once the draft BA has been submitted to the CLIENT.*
- *All information on species presence and abundance, habitat quantity and quality, and watershed conditions can be obtained from available documents.*

Subtask 3.8 CONSULTANT Deliverables

- *Endangered Species Act Stormwater Design Checklist*
- *Draft Biological Assessment*
- *Final Biological Assessment*

Subtask 3.8 CLIENT Responsibilities

- *Review and provide comments on the deliverables.*

SUBTASK 3.9 – Cultural Resource Survey

The CONSULTANT will conduct an archaeological survey and preparation of a final report. All services will be provided in accordance with the Washington State Department of Transportation (WSDOT) and Department of Archaeology and Historic Preservation (DAHP) guidelines, and managed by the CONSULTANT's archaeologists, architectural historians, and/or historians who exceed the Secretary of the Interior's Professional Qualification Standards.

Area of Potential Effect (APE) Memorandum – The CONSULTANT will prepare an area of potential effect (APE) memo for dissemination to WSDOT and DAHP defining the project extents and proposed archaeological field methods for the project.

Records/Title Search – Prior to the initiation of fieldwork, the CONSULTANT will conduct records searches of site forms and previous cultural resources reports on file at the DAHP, as well as archival review of other existing documentation that may be useful to determine cultural resources concerns or historical properties located within 1-mile of the project area. Library and online resources will also be consulted to check historic land survey and patent maps, topographic maps, and other pertinent historical documents.

Field Survey – Fieldwork will include an intensive survey to examine all exposed ground surfaces for archaeological resources. Subsurface excavation will be conducted using a systematic method to determine if unknown significant sites are present below the ground surface. The CONSULTANT will conduct subsurface excavations at regular intervals in accessible areas. Shovel test probe (STP) excavations will be used to determine the presence, extent, and structure of subsurface deposits, and assist in the determination of the nature of any identified site boundaries. If necessary, auger probes will be excavated at the base of STPs in areas where project excavation is planned to extend greater than three feet below surface. Sediment from excavations will be screened through ¼-in. hardware mesh. will be



documented on the CONSULTANT's forms, which include provenience location, artifact inventory, information on sediment type and color, termination depth, and general observations. The locations of excavations and all identified cultural resources will be documented with submeter accuracy global positioning systems (GPS) handheld devices and included on report quality figures within the technical report.

Technical Report/Memo Preparation – The CONSULTANT will prepare a technical report containing the requisite written documentation in compliance with the WSDOT and DAHP processes. The report will include a historic overview, methodology, survey findings, identification of known historical resources, recommended mitigation and/or provide recommendations for any further work required for compliance.

Subtask 3.9 Assumptions

- *A maximum of 30 STP excavations will be conducted for the fieldwork.*
- *No cultural resources will be identified within the project APE.*
- *If cultural resources are present within the study area an additional fee per resource would be required to cover the cost of documentation.*
- *Indirect impacts analysis is not required.*
- *NRHP evaluation, data recovery, and/or on-site monitoring for any cultural resources identified will be performed under a separate contract.*

Subtask 3.9 CONSULTANT Deliverables

- *APE Memo*
- *Technical memo*

Subtask 3.9 CLIENT Responsibilities

- *Provide right-of-entries.*

SUBTASK 3.10 – Noise Analysis

The CONSULTANT will perform a traffic noise analysis at the intersection of 67th Avenue NE and 52nd Street NE. The scope assumes that the project will not meet the thresholds for requirement of an FHWA Type 1 noise analysis, and only a supporting technical memorandum will be required.

The CONSULTANT will provide an initial analysis to confirm whether the project meets or does not meet the requirements for an FHWA Type 1 noise analysis. The initial analysis will be based on the guidelines presented in the current Federal-Aid Policy Guide, Subchapter H, Part 772, Procedures for Abatement of Highway Traffic Noise and Construction Noise (FHWA 2010) and the 2020 Traffic Noise Policy and Procedures (WSDOT 2020). The project will be reviewed to determine the level of noise analysis required under the FHWA and WSDOT policy. Under FHWA and WSDOT, only projects that are determined to be a Type 1 project are required to have a detailed noise study. If the project is determined to be a Type I project, then the entire project area would be defined in the environmental document as Type I.

If no Type 1 components are identified, then a detailed noise analysis is not anticipated to be required, and a brief technical memorandum will be prepared to support those findings. If the review determines the project does meet Type 1 requirements, an amendment will be needed to develop the Type 1 analysis.

Subtask 3.10 Assumptions

- *The project will not be considered Type 1.*
- *A detailed noise study will not be required.*

Subtask 3.10 CONSULTANT Deliverables

- *Draft noise technical memorandum*
- *Final noise technical memorandum*

Subtask 3.10 CLIENT Responsibilities



- *Review and provide comments on the deliverables.*
- *Provide aerial imagery of the project site.*

SUBTASK 3.11– Hazardous Materials

The CONSULTANT will provide a low-level hazardous materials analysis for the project. The low-level hazardous materials analysis will be performed in general accordance with WSDOT Environmental Procedures Manual Chapter 447 and WSDOT’s guidance titled “RIGHT SIZE” your Hazardous Materials Discipline Report, updated in April 2020. The scope of services for this study will include the following:

- Review internal project files and geotechnical reports, Phase I and Phase II Endangered Species Act (ESA) reports, or other relevant documents pertaining to environmental conditions within the project work area.
- Review readily available online geological and hydrogeological information for the Site.
- Review the Washington Department of Ecology’s online regulatory database system for information on sites adjacent to the project that may be listed on one or more environmental regulatory databases.
- Summarize the results of the research in a memorandum that will be prepared in general accordance with the outline for WSDOT hazardous material memorandum, including a discussion of geology and hydrogeology, land uses in the vicinity of the Project, the anticipated depth of excavations during construction, proposed property acquisitions (if any), the anticipated depth to groundwater beneath the Project, and a summary of research methodology and findings. The memorandum will identify potential sites of concern located within or adjacent to the Project.

Our scope of services is limited to only those items listed above. This project scope does not include completion of a site reconnaissance or windshield survey; a review of regulatory agency files for sites adjacent to the Project that may be listed on regulatory databases; a third-party vendor regulatory database report (e.g., EDR report); an asbestos survey; environmental compliance audit; an evaluation for the presence of polychlorinated biphenyls (PCBs) in light ballasts; a survey for radon gas, lead-based paint, or urea-formaldehyde insulation; a toxic mold or biological hazards survey; or a wetlands determination or delineation.

Subtask 3.11 Assumptions

- *None.*

Subtask 3.11 CONSULTANT Deliverables

- *Draft hazardous materials analysis memorandum*
- *Final hazardous materials analysis memorandum*

Subtask 3.11 CLIENT Responsibilities

- *Review and provide comments on the deliverables.*
- *Provide previously prepared geotechnical reports, Phase I and Phase II ESA reports, and other relevant documents pertaining to environmental conditions for within and/or adjacent to the project site, if available.*

TASK 4 Right-of-Way Services

The CONSULTANT will provide the following Right-of Way services:

- Review City supplied title reports for affected parcel and provide Title Review Memo identifying all potential encumbrances to project team members.
- Prepare a ROW Funding Estimate for all impacted parcels in compliance with WSDOT standards.
- Prepare initial scheduling for ROW acquisition.

Task 4 Assumptions



- *All forms and documents shall comply with WSDOT standards and in accordance with statutory requirements.*

Task 4 CONSULTANT Deliverables

- *ROW Funding Estimate for up to four (4) parcels*
- *Initial schedule*
- *Title review memos*

Task 4 CLIENT Responsibilities

- *Provide title reports for all properties impacted by the PROJECT.*

TASK 5 Preliminary Engineering

SUBTASK 5.1 – Traffic Analysis

The CONSULTANT will analyze existing weekday PM period traffic conditions using data from the Transportation Element update at the intersection. This data will be used to provide recommended left turn lane storage lengths for each intersection approach. Synchro software will be utilized to analyze existing and future traffic operations, queue lengths, and levels-of-service at the intersection. The purpose of this analysis will be to establish baseline and future build conditions for vehicle delay and level-of-service at the intersection. The CONSULTANT will prepare a short technical memorandum summarizing the analysis and will provide the memorandum to the CLIENT for review and approval.

Subtask 5.1 Assumptions

- *Microsimulation modeling is not required.*
- *Each approach leg will consist of one left turn lane and one shared through/right lane.*
- *Traffic counts will be invoiced as a reimbursable expense.*
- *Traffic analysis for pedestrians/bicycles is not required.*
- *Traffic signal warrant analysis is not required.*

Subtask 5.1 CONSULTANT Deliverables

- *Draft traffic memorandum*
- *Final traffic memorandum*

Subtask 5.1 CLIENT Responsibilities

- *Review and provide comments on the deliverables.*

SUBTASK 5.2 – Franchise Utility Location and Coordination

The CONSULTANT will coordinate with franchise utility providers to identify potential utility conflicts within the project area, and if feasible, the design will be modified to avoid utility conflicts. It is anticipated the franchise utilities will require relocation. Coordination with utility providers will include the following:

- Providing a copy of the survey base mapping for verification of utility locations.
- Providing a copy of the 30-percent design for review.
- Providing a copy of the 60 and 90-percent designs for review.
- Providing a copy of the final design for information only.
- Attending up to one (1) on-site coordination meetings.
- Coordinating with Snohomish PUD for electrical service for the traffic signal system.
- Coordinating with utility providers during PS&E development. The CONSULTANT will provide support up to the amount shown in the fee proposal. Additional hours, if needed, will be considered additional work to be negotiated as a supplemental agreement.

Subtask 5.2 Assumptions



- *Utility relocation design will be provided by utility providers, if needed.*
- *Right-of-way acquisition and/or easements associated with utility relocation will be provided by utility providers, if needed.*

Subtask 5.2 CONSULTANT Deliverables

- *Identify utility conflicts.*
- *Coordinate with utility providers.*
- *Attend up to one coordination meeting.*

Subtask 5.2 CLIENT Responsibilities

- *Provide list of and contact information for utility companies within the existing right-of-way.*
- *Assist with utility provider coordination.*
- *Pay fees associated with new service connections and/or any other fees levied by utility providers.*

SUBTASK 5.3 – Utility Potholing

The proposed improvements may require and/or benefit from having subsurface utility potholing performed. The CONSULTANT shall coordinate the potholing. For estimating purposes, it is assumed 4 locations will be potholed. If additional potholes are required, this will be provided as an extra service.

Subtask 5.3 Assumptions

- *Utility potholing services will be invoiced as a project expense. The fee provided at the time of contracting is an estimate only. If the actual cost is higher than estimated, the CONSULTANT will coordinate with the CLIENT to discuss options.*
- *Potholing for each location will occur under the same mobilization.*
- *Repairs for potholing will be cold mix asphalt patch, if located within concrete sidewalk or roadway.*
- *The CLIENT will not charge a permitting fee for potholing.*
- *If potholes are located within existing pavement, patching with hot-mix asphalt will not be required.*

Subtask 5.3 CONSULTANT Deliverables

- *Potholing data (up to 4 locations, if needed)*

Subtask 5.3 CLIENT Responsibilities

- *None.*

SUBTASK 5.4 – Preliminary Design

The purpose of this subtask is to develop and refine project improvements to represent an approximate 30 percent design level. The final concept will be the basis for Task 6. The CONSULTANT will prepare a conceptual figure for improvements at the 67th Avenue NE & 52nd Street NE intersection in AutoCAD. The layout will include preliminary cut and fill limits.

Preliminary construction cost estimate will also be prepared for project improvements based on recent bid tabs from City of Marysville and/or WSDOT projects.

Subtask 5.4 Assumptions

- *Construction plans, contract, and specifications are not included.*
- *Preliminary cut and fill limits will be included; detailed grading will not be included.*
- *The preliminary design will be used to support the environmental permitting process and right of way process.*
- *Two submittals are included for this subtask; a preliminary concept and a final concept which will include revisions based on comments received from the CLIENT.*
- *Multiple design vehicle types may be analyzed at the intersection; however, only one design vehicle type will be analyzed per turning maneuver*



Subtask 5.4 CONSULTANT Deliverables

- Preliminary concept figure (one figure)
- Preliminary cost estimate
- Final concept figure (one figure)
- Final cost estimate
- Design vehicle swept path analysis figures for left- and right-turn vehicle maneuvers as follows:
 - Northbound and southbound left-turn maneuvers (one figure)
 - Eastbound and westbound left-turn maneuvers (one figure)
 - Northbound, southbound, eastbound, and westbound right-turn maneuvers (one figure)

Subtask 5.4 CLIENT Responsibilities

- Review and provide comments on the deliverables.
- Provide recent bid tabs from City of Marysville projects.
- The CLIENT will identify the design vehicle type for each turning maneuver.

TASK 6 Final Engineering**SUBTASK 6.1 – Stormwater Report**

The purpose of this subtask is to ensure and provide the documentation showing that the proposed improvements comply with the relevant stormwater standards. These standards include the MMC, EDDS, and SWMM. The Drainage Report will include off-site analysis, as required in MMC, as well as complying with the Minimum Requirements in SWMM.

Subtask 6.1 Assumptions

- For the off-site analysis required in MMC, we will use the upstream drainage report for incoming flows and downstream analysis extents will be to the south fork of Jones Creek, behind 5306 67th Avenue NE.
- The CLIENT will not decrease the allowable release rate for the improvements.
- A rough estimation of impacts from future widening will be included in the Stormwater Report. This estimation will include an approximate length and width of future widening. The estimation will not include specific drainage basins or preliminary design of the stormwater collection system.

Subtask 6.1 CONSULTANT Deliverables

- Drainage Plan consistent with Chapter 4 of the EDDS, Chapter 14 of the MMC, the SWMM, and the Low Impact Development (LID) Manual.
- Comprehensive Drainage Report consistent with Volume 1 of the SWMM and forward compatible with future widening and sidewalk extensions.

Subtask 6.1 CLIENT Responsibilities

- Provide limits/extents and dimensions for future widening.
- Review and provide comments on the deliverables.

SUBTASK 6.2 – 60% Submittal

The CONSULTANT's 60% submittal shall include plans, outline (titles) of anticipated special provisions, quantities, and cost estimate. The design submittal is anticipated to include the following plan sheets:

- Cover sheet (Transpo)
- Existing conditions (MacKay)
- Right of way plan (MacKay)
- TESC plans (MacKay)
- Site prep/demolition plan (Transpo)
- Paving plans (Transpo)



- Stormwater plan (MacKay)
- Channelization plans (Transpo)
- Traffic signal plan (Transpo)
- Streetlighting plan (Transpo)
- Maintenance of traffic (Transpo)

Subtask 6.2 Assumptions

- *Construction contract and specifications are not included.*
- *Streetlighting improvements will be provided along new frontages as needed to supplement existing streetlighting along frontages on the opposite sides of the street.*
- *The make/model of existing SnoPUD streetlight fixtures will be provided by SnoPUD. If SnoPUD is unable to provide this information, the CONSULTANT will make an assumption(s) on the existing fixture type(s) based on information collected during the site visit.*
- *Improvements will be provided to wirelessly interconnect the proposed traffic signal to the existing traffic signal at 52nd Avenue NE and Sunnyside Boulevard intersection. Traffic signal plans and/or supporting calculations for the 52nd Avenue NE and Sunnyside Boulevard intersection will not be required.*

Subtask 6.2 CONSULTANT Deliverables

- 60% plans
- 60% cost estimate
- Outline (titles) of anticipated special provisions

Subtask 6.2 CLIENT Responsibilities

- *Review and provide comments on the deliverables.*
- *Provide work hour and/or lane closure restrictions, if any.*
- *Provide calculated liquidated damages amount for inclusion within the contract.*
- *Lump sum traffic control bid item payment will not be used.*

SUBTASK 6.3 – 90% Submittal

The CONSULTANT's 90% submittal shall include plans, quantities, cost estimate, contract document, specifications, and special provisions. The CONSULTANT shall coordinate with WSDOT Local Programs to obtain the latest PS&E checklist for preparation of the specifications and special provisions. All 60% submittal comments received shall be incorporated into the submittal. The design submittal is anticipated to include the following plan sheets:

- Cover sheet (Transpo)
- Notes, legend, and abbreviations (Transpo)
- Existing conditions (MacKay)
- Alignment control (Transpo)
- Right of way plan (MacKay)
- TESC notes (MacKay)
- TESC plans (MacKay)
- Site prep/demolition plan (Transpo)
- Paving plans (Transpo)
- ADA curb ramp details (Transpo)
- Stormwater plans (MacKay)
- Stormwater profiles and details (MacKay)
- Channelization plans (Transpo)
- Traffic signal plans (Transpo)
- Traffic signal wiring diagram (Transpo)
- Traffic signal pole schedule (Transpo)
- Streetlighting plan (Transpo)
- Maintenance of traffic (Transpo)



Subtask 6.3 Assumptions

- *Temporary pavement marking plans and/or temporary barriers will not be required.*
- *Retaining walls will not be required.*
- *Detour plans for pedestrians during construction are not anticipated to be required. A general note(s) and standard detail(s) to provide guidance to the contractor for maintaining pedestrian access will be provided.*
- *Streetlighting will be owned and operated by the City of Marysville.*
- *Streetlighting and traffic signal service will be shared in a single cabinet located adjacent to the new traffic signal controller cabinet.*
- *SnoPUD will provide electrical transformer design, if needed.*
- *Custom designed traffic signal and/or streetlight pole foundations will not be required.*

Subtask 6.3 CONSULTANT Deliverables

- *Responses to 60% comments*
- *90% plans*
- *90% cost estimate*
- *90% contract document, specifications, and special provisions*
- *Maximum Extent Feasible (MEF) documentation, if needed*
- *Patented/Proprietary Item Certification documentation, if needed for traffic signal equipment*
- *Traffic signal calculations*
- *Intersection and roadway illumination calculations*

Subtask 6.3 CLIENT Responsibilities

- *Provide current version of City of Marysville contract documents and special provisions.*
- *Review and provide comments on the deliverables.*

SUBTASK 6.4 – WSDOT Submittal

The WSDOT submittal shall be the complete PS&E package submittal for obtaining Disadvantaged Business Enterprise (DBE) and training goals, and WSDOT Local Programs review for approval to advertise. The 90% Design Plan submittal comments shall be incorporated into the WSDOT submittal. The WSDOT submittal shall be used for the CLIENT to advertise for bid. The CONSULTANT anticipates completing Subtask 6.4 by 09/15/2026 following contract execution no later than 03/20/2024. This schedule is an estimate only and assumes timely agency review, permitting, and right of way processes. This schedule can be impacted by factors outside the control of the CONSULTANT. Should the scope of services or project information change following contract execution, the CONSULTANT will notify the CLIENT if these changes will affect the schedule.

Subtask 6.4 Assumptions

- *WSDOT review will primarily focus on the Division 1 specifications and special provisions.*
- *Revisions to the plans, cost estimate, Divisions 2 through 9 specifications and special provisions, and City of Marysville contract documentation will not be required.*
- *The submittal to WSDOT will be used as the bid-ready submittal, except Division 1 specifications and special provisions comments from WSDOT will be addressed, as needed.*

Subtask 6.4 CONSULTANT Deliverables

- *Responses to 90% comments*
- *Plans, cost estimate, contract document, specifications, and special provisions*
- *Supporting documentation as needed*

Subtask 6.4 CLIENT Responsibilities

- *Advertise and bid PROJECT.*



Exhibit B ***DBE Participation***

This project has a voluntary 10 percent Small Business Enterprise (SBE) goal.

Agreement Number: R2305

Exhibit D
Prime Consultant Cost Computations

see attached

Agreement Number: R2305

Transpo Group USA, Inc.
Cost Estimate Worksheet



Number / Project Name
1.23256.00 / 67th Ave & 52nd St Int Imp.

Rate schedule is effective from July 1, 2023 through June 28, 2024
Only key staff are shown and other staff may work on and charge to the project as needed by the project manager.

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TASK 09 - Reimbursable Expenses:		Item	Reimbursable Cost
1	Travel expenses (mileage)		\$350
2	Utility prebidding		\$8,000
3			\$0
4			\$0
5			\$0
6			\$0
7			\$0
8			\$0
9			\$0
10			\$0
11			\$0
12			\$0
Total Reimbursable Expenses			\$8,350

Subconsultants:		Firm	Subs Cost
TASK 09 -	TaskKey		\$185,645.74
TASK 91 -	INTSA		\$27,714.90
TASK 92 -	RES		\$3,059.71
Total Subconsultants			\$216,420.35

TOTAL ESTIMATE \$374,256.05

Exhibit E

Sub-consultant Cost Computations

~~If no sub-consultant participation at this time.~~ The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI “Sub-Contracting” of this AGREEMENT.

See Exhibit D and attached

Agreement Number: R2305

MacKay Sposito
Cost Estimate Worksheet

City of Marysville: 67th Ave and 52nd St
Intersection Improvement Project

Only key staff are shown and other staff may work on and charge to the project as needed by the project manager.

	Engineering Manager	Project Engineer	Engineer II	Engineer I	Design Tech III	Survey Manager	Surveyor IV	Survey Tech IV	Senior Party Chief	Survey Inst. Person	Enviro Manager III	Enviro Manager II	Enviro Manager I	Natural Resource Specialist III	Natural Resource Specialist II	GIS Mapping Specialist II
initials	PS	JG	JD	AH	CB	SB	PK	LO	MG	JL	KC	CM	AC	AK	KT	JD
labor category																
cost rate	\$64.90	\$47.60	\$35.50	\$33.50	\$36.00	\$64.90	\$56.54	\$37.00	\$59.36	\$36.00	\$66.35	\$48.50	\$48.50	\$45.00	\$45.00	\$43.50

Labor:

	Work Task																Hours	Cost
1	Task 1 PM / Meetings	4	8				2					4		26			44	\$2,297
2	Task 2.1 Site Visit	4															4	\$260
3	Task 2.2 Topo Survey					8	16	20	30	30							104	\$5,025
4	Task 2.3 ROW Plan, Exhibits, and Legal Descriptions					14	32	52	0	0							98	\$4,642
5	Task 3.1 Critical Areas Delineation and Report										6		12	42	78	27	165	\$7,555
6	Task 3.2 SEPA										4		8	20			32	\$1,553
7	Task 3.3 Section 401/404 CWA										6		56		36	24	122	\$5,778
8	Task 3.4 Mitigation Bank Use Plan										2		4		24	8	38	\$1,755
9	Task 3.4 NEPA Support										8		30		8		46	\$2,346
10	Task 3.6 CSCP										2	8		14			24	\$1,151
11	Task 3.7 SWPPP										2		4	20			26	\$1,227
12	Task 3.8 BA										10	6	120			12	148	\$7,297
13	Task 6.1 Stormwater Report	4	16	40	16	16											92	\$3,553
14	Task 6.2 60% Submittal	4	40	40	60	60											204	\$7,754
15	Task 6.3 90% Submittal	1	8	8	24	8											49	\$1,822

Total Hours	17	72	88	100	84	24	48	72	30	30	44	14	260	96	146	71	1196	
Labor Costs	\$1,103	\$3,427	\$3,124	\$3,350	\$3,024	\$1,558	\$2,714	\$2,664	\$1,781	\$1,080	\$2,919	\$679	\$12,610	\$4,320	\$6,570	\$3,089		\$54,011.72

Overhead	Rate	107.03%																\$90,599.05
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Fee (as a % of labor)	30.00%																	\$16,203.52
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Miscellaneous Expenses:

Item	Reimbursable Cost
1 Hotel	\$1,096
2 Per Diem	\$778
3 Travel Expense (Mileage)	\$1,651
4 Newspaper Public Notice	\$300
5	
6	
7	
8	
9	
10	
11	
12	
Total Reimbursable Expenses	\$3,825

Subconsultants:

	Firm	Subs Cost
1	Subconsultant A: ASM Affiliates (Cultural Resources)	\$11,930
2	Subconsultant B: Michael Minor (Noise)	\$1,780
3	Subconsultant C: NV5 (HazMat)	\$7,356

Table 1
Fee Determination Summary Sheet

Project: 67th Ave NE & 52nd St NE Intersection Improvements - Subtask 2.4

Subconsultant: HWA Geosciences, Inc.

Direct Salary Cost (DSC):

<u>Classification (b)</u>	<u>Hours</u>	<u>=</u>	<u>Typical Rate (a)</u>	<u>=</u>	<u>Cost</u>
Principal IX		X	\$104.00		\$0.00
Geotechnical Engineer VIII	3	X	\$94.00		\$282.00
Geotechnical Engineer VII		X	\$85.00		\$0.00
Geotechnical Engineer V	21	X	\$61.50		\$1,291.50
Geotechnical Engineer IV		X	\$53.00		\$0.00
Geotechnical Engineer II	61	X	\$43.50		\$2,653.50
Geotechnical Engineer I		X	\$40.00		\$0.00
Geologist VI		X	\$63.00		\$0.00
Geologist III		X	\$45.00		\$0.00
Geologist II		X	\$37.00		\$0.00
CAD Designer	3	X	\$45.00		\$135.00
Contracts Administrator	10	X	\$50.00		\$500.00
Administrative Support		X	\$35.00		\$0.00
Total Direct Salary =					\$4,862.00

Overhead Cost @ 190.07% of Direct Labor Cost (b)	=	\$9,241.20
Fixed Fee @ 30% of Direct labor Cost	=	\$1,458.60
Total Direct Labor	=	\$15,561.80

Reimbursables:

Mileage (120 miles x \$0.655/mile)	\$78.60
Drilling Subcontractor	\$8,424.50
Traffic Control Subcontractor	\$2,225.00
Geotechnical Laboratory Testing (5 MC x \$25 ea, 5 Index Tests @ \$260 ea)	\$1,425.00

Subconsultant Total = \$27,714.90

Prepared By: SMG Date: 1/17/2024

(a) Rates shown reflect the typical compensation rate of employees assigned to the billing category listed. Each category may have multiple employees assigned to that billing category and each employee may have a different hourly rate of pay. Employee compensation is subject to adjustment annually.

(b) Per WSDOT analytical review of HWA Geosciences' financial statements for the year ended 12/31/22.

RES Group Northwest
Cost Estimate Worksheet

City of Marysville: 67th Ave and 52nd St
Intersection Improvement Project

Only key staff are shown and other staff may work on and charge to the project as needed by the project manager.

	Sr. Acquisition/ Relocation Agent	Sr. Acquisition/ Relocation Agent	Technician / Jr. Right of Way Agent	Technician / Jr. Right of Way Agent							
initials	SYD	KG	LR	LG							
labor category/ cost rate	\$72.00	\$72.00	\$28.50	\$25.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Labor:

	Work Task											Hours	Cost
1												0	\$0
2												0	\$0
3	Task 4: Right-of-Way Services		20									20	\$1,440
4												0	\$0
5												0	\$0
6												0	\$0
7												0	\$0
8												0	\$0
9												0	\$0
10												0	\$0
11												0	\$0
12												0	\$0
13												0	\$0
14												0	\$0
15												0	\$0
16												0	\$0
17												0	\$0
18												0	\$0
19												0	\$0
20												0	\$0
21												0	\$0

Total Hours	0	20	0	0	0	0	0	0	0	0	0	20	
Labor Costs	\$0	\$1,440	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$1,440.00
Overhead		Rate	83.48%										\$1,202.11
Fee (as a % of labor)			29.00%										\$417.60

Miscellaneous Expenses:	Item	Reimbursable Cost
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
Total Reimbursable Expenses		\$0

Subconsultants:	Firm	Subs Cost
1		
2		
3		
4		
5		
Total Subconsultants		\$0

TOTAL ESTIMATE \$3,059.71

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *(Title of Modal Operating Administration)*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
[Include Modal Operating Administration specific program requirements.]
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Modal Operating Administration specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *(Title of Modal Operating Administration)* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *(Title of Modal Operating Administration)*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *(Title of Modal Operating Administration)* may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the *(Title of Modal Operating Administration)* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Exhibit G Certification Documents

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of _____
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters -
Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Agreement Number: R2305

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
Transpo Group USA, Inc.
whose address is
12131 113th Ave NE, Suite 203, Kirkland, WA 98034
and that neither the above firm nor I have:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the City of Marysville
and the Federal Highway Administration, U.S. Department of Transportation in connection with this
AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and
Federal laws, both criminal and civil.

Transpo Group USA, Inc.

Consultant (Firm Name)

DocuSigned by:

Ryan Peterson

E47EEC04B0B546C...

Signature (Authorized Official of Consultant)

2/29/2024

Date

Agreement Number: R2305

Exhibit G-1(b) Certification of City of Marysville

I hereby certify that I am the:



☐ Other

of the _____, and
or its representative has not been required, directly or indirectly as an express or implied condition in connection
with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; or
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration
of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the
and the Federal Highway Administration, U.S. Department of Transportation, in connection with this
AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and
Federal laws, both criminal and civil.

DocuSigned by:

Ryan Peterson

E47EEC04B0B546C...

Signature

2/29/2024

Date

Agreement Number: R2305

Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Transpo Group USA, Inc.

Consultant (Firm Name)

DocuSigned by:

Ryan Peterson

E47EEC04B0B546C...

Signature (Authorized Official of Consultant)

2/29/2024

Date

Agreement Number: R2305

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any 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 Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00, for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

Transpo Group USA, Inc.

Consultant (Firm Name)

DocuSigned by:

Ryan Peterson

E47EEC04B0B540C...

Signature (Authorized Official of Consultant)

2/29/2024

Date

Agreement Number: R2305

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer’s representative in support of 67th Ave NE & 52nd St NE Intersection Improvements * are accurate, complete, and current as of **.

This certification includes the cost or pricing data supporting any advance AGREEMENT’s and forward pricing rate AGREEMENT’s between the offer or and the Government that are part of the proposal.

Firm: Transpo Group USA, Inc.

DocuSigned by:
Ryan Peterson
E47EEC04B0B546C...
Signature

Principal
Title

Date of Execution***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number: R2305

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

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Step 5 Forward Documents to Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

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Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.