CITY COUNCIL REGULAR MEETING
MONDAY, APRIL 13, 2026 — 7:00 PM
501 DELTA AVENUE
MARYSVILLE, WA 98270

AGENDA

To listen to the meeting without providing public comment:
Microsoft Teams meeting
Join: https://teams.microsoft.com/meet/29183429449985?p=Gvrc8twB15fSB5KfD6
Meeting ID: 291 834 294 499 85
Passcode: 8i6sd6sN

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Approval of the Agenda

Presentations

A. Swearing-in of Police Officer Robert Hall

B. Proclamation Commemorating America's 250th Anniversary

Public Comment

Approval of Minutes (Written Comment Only Accepted from Audience)

1. March 23, 2026, City Council Meeting Minutes

Consent

2. March 25, 2026, Payroll in the amount of $2,820,494.01 paid by EFT Transaction Check Numbers 153041 through 153429 and Check Numbers 36025 through 36034.

3. March 25, 2026, Claims in the Amount of $620,950.91 paid by EFT Transaction Check Numbers 193902 through 193905 and Check Numbers 193906 through 194004 with Check Numbers 193620, 193703, 193731 and 193829 Voided

4. April 1, 2026, Claims in the Amount of $1,705,965.17 paid by EFT Transaction Check Numbers 194005 through 194007 and Check Numbers 194008 through 194131 with Check Numbers 192451 and 193815 Voided

Review Bids

Public Hearing

New Business

5. Emergency Management Performance Grant (E26-214)
   Recommended Motion: I move to authorize the Mayor to sign and execute the Emergency Management Performance Grant agreement (E26-214).

6. Professional Services Agreement (PSA) with Otak for the design of the 51st and 132nd Culvert Replacement project
   Recommended Motion: I move to authorize the Mayor to sign and execute the Professional Services Agreement with Otak, in the amount of $483,577.68, for Phase 1 work associated with the design of the 51st and 132nd Culvert Replacement project.

7. Local Agency Agreement Supplement No. 2 and Local Agency Federal Aid Project Prospectus with WSDOT for the 88th St NE Corridor Improvement – Phase 1 Project
   Recommended Motion: I move to authorize the Mayor to sign and execute the Local Agency Agreement Supplement No. 2 and Local Agency Federal Aid Prospectus with WSDOT to obligate construction funds for the 88th St NE Corridor - Phase 1 project.

8. Supplemental Agreement No. 5 to the Professional Services Agreement with PH Consulting LLC for Engineering Design Services associated with the Quiet Zone Project
   Recommended Motion: I move to authorize the Mayor to sign and execute Supplemental Agreement No. 5 to the Professional Services Agreement with PH Consulting, LLC for Engineering Design Services associated with the Quiet Zone Project.

9. Amendment No. 1 to the Air Quality VW EV Charging Level 2: Charge Where You Are Agreement Between the State of Washington Department of Ecology and the City of Marysville – Public Works Department
   Recommended Motion: I move to authorize the Mayor to sign and execute Amendment No. 1 to the Grant Agreement AQVWLVL2-2025-MaryPW-00219 with the State of Washington Department of Ecology for the EV Charging Level 2 project.

10. An **Ordinance** Amending Chapter 14.07 of the Municipal Code Regarding Waiving Capital Improvement Charges for Affordable Housing as Allowed by RCW 35.92.380
    Recommended Motion: I move to adopt Ordinance No. _____.

11. An **Ordinance** Amending Chapter 12.02A, Street Department Code to Exempt Accessory Dwelling Units from Frontage Improvements
    Recommended Motion: I move to adopt Ordinance No. _____.

12. Brief Overview of Community Development Block Grant (CDBG) 2026 Annual Action Plan and Request to Set Public Hearing Date
    Recommended Motion: I move to schedule a Public Hearing for the Community Development Block Grant (CDBG) Program Year 2026 Annual Action Plan for May 11, 2026.

13. A **Resolution** Declaring that the Acquisition of 4318 116th Street NE is Necessary to Eliminate Neighborhood Blight
    Recommended Motion: I move to approve Resolution No. _____

14. Supplemental Agreement No. 4 with Feldman and Lee, P.S. for Indigent Defense Services
    Recommended Motion: I move to approve Supplemental Agreement No. 4 to the Professional Services Agreement between City of Marysville and Feldman and Lee, P.S.

Legal

Mayor's Business

Staff Business

Call on Councilmembers and Committee Reports

Adjournment/Recess

Executive Session

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

AGENDA ITEM NO. 1.

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 13, 2026

SUBMITTED BY: Darcy Knutson, Confidential Executive Assistant

PRESENTED BY: Jon Elton, Commander

ITEM TYPE: Oath of Office

AGENDA SECTION: Presentations

SUBJECT:

Swearing-in of Police Officer Robert Hall

SUGGESTED ACTION:

SUMMARY

Oath of Office for new Patrol Officer, Robert Hall

ATTACHMENTS:
Oath Police Officer Robert Hall

Police Officer
OATH OF OFFICE

MARYSVILLE POLICE DEPARTMENT

I, ROBERT HALL, do solemnly swear that I will support the Constitution of the United States of America; the laws of the State of Washington; and the ordinances of the City of Marysville; and that I will faithfully, honestly, and impartially perform the duties of Police Officer for the City of Marysville, according to the best of my ability, so help me God.

Signed this 13TH day of APRIL, 2026

_____	_____
Robert Hall Police Officer	Erik Scairpon Chief of Police
_____	_____
Jon Nehring Mayor	Tina Brock City Clerk

Agenda Bill

AGENDA ITEM NO. 2.

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 13, 2026

SUBMITTED BY: Lauren Chomiak, Communications Manager

PRESENTED BY: Jon Nehring, Mayor

ITEM TYPE: Proclamation

AGENDA SECTION: Presentations

SUBJECT:

Proclamation Commemorating America's 250th Anniversary

SUGGESTED ACTION:

SUMMARY

ATTACHMENTS:
America 250 Proclamation

PROCLAMATION

COMMEMORATING AMERICA'S 250TH ANNIVERSARY

WHEREAS, July 4, 2026, marks the 250th anniversary of the signing of the Declaration of Independence in 1776 and the founding of the United States of America; and

WHEREAS, the Washington State Legislature established the Semiquincentennial Committee to coordinate and provide guidance for Washington's official observance of the 250th anniversary and appointed the Washington State Historical Society as the administrating agency for all America's 250 planning; and

WHEREAS, the Washington State Historical Society has a mission to "partner with communities to explore how history connects us all" and has a directive to "assist and encourage" cultural and historical organizations and efforts throughout the state; and

WHEREAS, preserving, studying, celebrating, and appreciating our shared history helps strengthen communities as we work together toward the ideals of liberty and equality embedded in the Declaration of Independence; and

WHEREAS, the 250th anniversary provides an opportunity to celebrate and recognize the significant contributions Washingtonians have made to local, state, and national history; and

WHEREAS, the City of Marysville, founded in 1891, has contributed proudly and significantly to the history of the United States of America and the State of Washington for more than 135 years; and

WHEREAS, in joining the nationwide America's 250 observance, the City of Marysville will offer signature community events, including a Flag Day celebration, enhanced Fourth of July festivities, and a range of arts, youth, and civic programs, as well as special initiatives in partnership with the Marysville Historical Society, inviting residents of all ages and backgrounds to join in the celebration of our country's Semiquincentennial year.

NOW, THEREFORE I, JON NEHRING, MAYOR, on behalf of the City Council and our community, do hereby proclaim that the City of Marysville will commemorate America's 250th Anniversary throughout 2026. I encourage all residents to participate in our local events and reflect upon the significance of this commemoration and the role our community has played in the history and development of the United States of America.

Under my hand and seal this thirteenth day of April, 2026.

THE CITY OF MARYSVILLE

_____

Jon Nehring, Mayor

Agenda Bill

AGENDA ITEM NO. 1.

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 13, 2026

SUBMITTED BY: Tina Brock, City Clerk

PRESENTED BY: Tina Brock, City Clerk

ITEM TYPE: Minutes

AGENDA SECTION: Approval of Minutes (Written Comment Only Accepted from Audience)

SUBJECT:

March 23, 2026, City Council Meeting Minutes

SUGGESTED ACTION:

Recommended Motion: I move to approve the March 23, 2026, City Council Meeting Minutes

SUMMARY

ATTACHMENTS:
Draft 032326 Minutes

City Council

501 Delta Ave
Marysville, WA 98270

Draft Regular Meeting Minutes

March 23, 2026

Call to Order

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

Invocation

Pastor Rick Thiessen of Allen Creek Community Church provided the invocation.

Pledge of Allegiance

Mayor Nehring led the Pledge of Allegiance.

Roll Call

Present:

Mayor: Jon Nehring

Council: Councilmember Condyles, Councilmember James, Councilmember Perkins, Council President Stevens, Councilmember Richards, Councilmember Muller, Councilmember Norton

Staff: City Administrator Jennifer Stapleton, City Attorney Jon Walker, Information Systems Director Stephen Doherty, Parks, Culture & Recreation Director Tara Mizell, Commander Michael Young, Engineering Services Director Jeff Laycock, Finance Director Heide Brillantes, Human Resources Director Megan Hodgson, Communications Manager Lauren Chomiak, Project Engineer Adam Benton, Project Engineer Valorie Cross, Water Utility Manager Kim Bryant, Systems Analyst Elliott Jacobson, City Clerk Tina Brock

Approval of the Agenda

Motion to approve the agenda moved by Councilmember Richards and seconded by Councilmember Condyles.

AYES: ALL

Presentations

A. 2026 Washington State Legislative Session Update

Lobbyist Grifynn Clay and Mike Snodgrass with Strategies 360 provided an end of session update.

B. Proclamation Declaring April 6-10, 2026, Community Development Week in Marysville

032326 Community Development Week.pdf

Mayor Nehring presented the Proclamation declaring April 6-10, 2026, Community Development Week in Marysville into the record.

Public Comment

Connie Jackson, Lakewood, commented and suggested the city provide bus passes to citizens who are struggling due to rising gas prices.

Approval of Minutes

1. March 2, 2026, City Council Work Session Minutes

03022026 WS.docx

Motion to approve the March 2, 2026, Minutes moved by Council President Stevens seconded by Councilmember Condyles.
AYES: ALL

2. March 9, 2026, City Council Meeting Minutes

Draft 030926 Minutes.pdf

Councilmember Perkins requested that item #9 be amended to show he seconded the item rather than moved.

Motion to approve the Amended March 9, 2026, Minutes moved by Councilmember Richards seconded by Councilmember Perkins.
AYES: ALL

Consent

3. March 4, 2026, Claims in the Amount of $669,620.08 paid by EFT Transaction Check Numbers 193199 through 193200 and Check Numbers 193201 through 193331 with Check Numbers 180238, 180400, 192284 and 192880 Voided

030426.rtf

4. March 4, 2026, Misc Payroll in the Amount of 13,693.56 Paid by EFT Transaction Check Numbers 152626 through 152655

5. March 9, 2026, Special Claim in the Amount of $4,965.07 paid by Check Number 193335

030926.rtf

6. March 10, 2026, Payroll in the Amount of $2,046,875.37 paid by EFT Transaction Check numbers 152656 through 153040 and Check Numbers 36014 through 36024

7. March 11, 2026, Claims in the Amount of $1,347,379.63 paid by EFT Transaction Check Numbers 193332 through 193341 and Check Numbers 193342 through 193530 with Check Numbers 192715 and 193175 Voided

031126.rtf

Motion to approve Consent items 3 – 7 moved by Councilmember Condyles seconded by Councilmember James.
AYES: ALL

Review Bids

8. Contract Award – Ranney Well Pump Replacement

Bid Tabulation_Ranney Well Pump Replacement.pdf

Small Works Contract.pdf

Project Engineer Valorie Cross presented the item and Water Utility Manager Kim Bryant assisted with answering questions.

Motion to award the Ranney Well Pump Replacement contract to Holt Services, Inc. in the amount of $175,937.08 including Washington state sales tax and approve a management reserve of $17,593.71 for a total allocation of $193,530.79 moved by Councilmember Muller seconded by Councilmember Condyles.
AYES: ALL

Public Hearings

There were none.

New Business

9. Interlocal Agreement - Amendment No. 1 for the Marysville Flood Control Grant (CLFR-119b)

CLFR-119b Amendment No. 1.pdf

Original Agreement.pdf

Project Engineer Adam Benton presented the item and answered questions.

Motion to authorize the Mayor to sign and execute Amendment No. 1 to the Interlocal Agreement (CLFR-119b) with Snohomish County, for the Marysville Flood Control Grant project moved Councilmember Norton seconded by Councilmember Muller.
AYES: ALL

10. An Ordinance Approving the Appropriations of the 2025-2026 Revised Biennial Budget and Amending Ordinance No. 3363 and Ordinance No. 3325.

2026 Q1 Budget Amendment Ordinance.docx

Finance Director Heide Brillantes presented the item.

Motion to adopt **Ordinance** 3376 moved by Councilmember Richards seconded by Council President Stevens.
AYES: ALL

11. Administrative Service Contract between Premera Blue Cross and the City of Marysville

Proposed Contract.pdf

Original Contract.pdf

Human Resources Director Megan Hodgson presented the item.

Motion to authorize the Mayor to sign and execute the Premera Blue Cross Administrative Service Contract moved by Councilmember Condyles seconded by Councilmember James.
AYES: ALL

Legal

Mayor's Business

- Appreciated and commented on the professional work Lobbyist Grifynn Clay and Mike Snodgrass with Strategies 360 have provided to the city.

- He introduced new Communication Manager Lauren Chomiak.

Staff Business

Communications Manager Lauren Chomiak introduced herself by sharing her background experience and is excited that Marysville will provide her with an opportunity to do the work she is passionate about.

Call on Councilmembers and Committee Reports

Councilmember Condyles
- He reported that last Friday was Marysville's 135th incorporation anniversary.

Councilmember James
- Welcomed Lauren and thanked everyone who attended and stayed through the entire council meeting.

Councilmember Perkins
- Wished Marysville a Happy Birthday and welcomed Lauren.

Council President Stevens
- Welcomed Lauren and echoed the Mayor's comments regarding Strategies360.

Councilmember Richards
- Welcomed Lauren
- He reported that he met with the two students who presented at the last Council meeting and their teacher the following day. He also believes they met with Director Laycock later.
- He filled in for Councilmember James at the Public Safety Committee.
- He also attended the Public Works committee. They discussed the 2026 CIP updates, 108th Street sidewalk that the two MP students brought forward, and roadside memorials

Councilmember Muller
- Welcomed Lauren and was also impressed with Strategies 360 lobbyist.

Councilmember Norton
- Welcomed Lauren and agreed with the other comments about Strategies360.
- Public Safety Committee met on March 17th. They discussed the State Bills that passed and potential impacts to the city specifically law enforcement. They reviewed crime statistics which had a large drop compared to last year. At the time of the meeting, there were 7 patrol and 3 custody openings. New Records staff are currently training but close to being fully staffed. Jail fencing project is

almost complete. Everett recently passed a law protecting children from fentanyl exposure. They will continue discussing at the committee level but may come to Council later to address the gap in State law.

Adjournment/Recess

Motion to adjourn at 8:27 p.m. moved by Councilmember Muller seconded by Council President Stevens.
AYES: ALL

Approved by City Council on the _____.

Prepared by:

Tina Brock

Tina Brock, City Clerk

Agenda Bill

AGENDA ITEM NO. 1.

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 13, 2026

SUBMITTED BY: Karen Kussy, Senior Accounting Technician

PRESENTED BY: Heide Brillantes, Finance Director

ITEM TYPE: Payroll

AGENDA SECTION: Consent

SUBJECT:

March 25, 2026, Payroll in the amount of $2,820,494.01 paid by EFT Transaction Check Numbers 153041 through 153429 and Check Numbers 36025 through 36034.

SUGGESTED ACTION:

Recommended Motion:

SUMMARY

ATTACHMENTS:
None

Agenda Bill

AGENDA ITEM NO. 2.

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 13, 2026

SUBMITTED BY: Shauna Crane, Accounting Technician

PRESENTED BY: Heide Brillantes, Finance Director

ITEM TYPE: Claims

AGENDA SECTION: Consent

SUBJECT:

March 25, 2026, Claims in the Amount of $620,950.91 paid by EFT Transaction Check Numbers 193902 through 193905 and Check Numbers 193906 through 194004 with Check Numbers 193620, 193703, 193731 and 193829 Voided

SUGGESTED ACTION:

SUMMARY

ATTACHMENTS:
032526

CITY OF MARYSVILLE
INVOICE LIST

FOR INVOICES FROM 3/25/2026 TO 3/25/2026

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
193902	PREMERA BLUE CROSS	CLAIMS PAID 03/08 TO 03/14/26	MEDICAL CLAIMS	126,474.05
193903	BENEFIT COORDINATORS	APRIL PREMIUMS	MEDICAL CLAIMS	862.15
	BENEFIT COORDINATORS		MEDICAL CLAIMS	1,014.75
	BENEFIT COORDINATORS		VISION CLAIMS	1,281.64
	BENEFIT COORDINATORS		DENTAL W/ ORTHO	1,371.15
	BENEFIT COORDINATORS		DENTAL CLAIMS	3,587.15
	BENEFIT COORDINATORS		MEDICAL CLAIMS	19,665.83
	BENEFIT COORDINATORS		MEDICAL CLAIMS	107,452.90
193904	DELTA DENTAL OF WA	CLAIMS PAID 02/19 TO 2/25/26	DENTAL W/ ORTHO	1,181.87
	DELTA DENTAL OF WA	CLAIMS PAID 03/12 TO 3/18/26	DENTAL W/ ORTHO	2,494.70
	DELTA DENTAL OF WA	CLAIMS PAID 03/05 TO 3/11/26	DENTAL W/ ORTHO	3,257.27
	DELTA DENTAL OF WA	CLAIMS PAID 03/12 TO 3/18/26	DENTAL CLAIMS	6,067.40
	DELTA DENTAL OF WA	CLAIMS PAID 02/19 TO 2/25/26	DENTAL CLAIMS	6,145.70
	DELTA DENTAL OF WA	CLAIMS PAID 03/05 TO 3/11/26	DENTAL CLAIMS	7,690.00
193905	LAKE STEVENS SCHOOL	MITIGATION FEES	SCHOOL MITIGATION FEES	41,190.00
193906	A & A LANGUAGE SERV	INTERPRETER SERVICE	COURTS	211.33
	A & A LANGUAGE SERV		COURTS	214.45
	A & A LANGUAGE SERV		COURTS	234.09
193907	AALBU BROTHERS LLC	PLOW HITCH MOUNT, PLOW	EQUIPMENT RENTAL	9,572.50
193908	AARON, PATRICIA	REFUND - WEDDING DEPOSIT	GENERAL FUND	500.00
193909	ADT LLC	REFUND - WITHDRAWN	COMMUNITY DEVELOPMENT	80.50
193910	ALL BATTERY SALES	FORKLIFT BATTERY	EQUIPMENT RENTAL	138.46
193911	ALPINE PLUMBING SERV	HYDRANT INSTALLS	MAINT OF GENL PLANT	7,543.95
193912	AMAZON CAPITAL	ANNUAL PRIME MEMBERSHIP DUE	POLICE INVESTIGATION	77.47
	AMAZON CAPITAL		POLICE PATROL	77.47
	AMAZON CAPITAL		FINANCE-GENL	77.47
	AMAZON CAPITAL		DETENTION & CORRECTION	77.47
	AMAZON CAPITAL		OFFICE OPERATIONS	77.47
	AMAZON CAPITAL		UTIL ADMIN	77.48
	AMAZON CAPITAL		GENERAL	77.48
	AMAZON CAPITAL		COMPUTER SERVICES	77.48
	AMAZON CAPITAL		RECREATION SERVICES	77.48
	AMAZON CAPITAL		COMMUNITY	77.48
	AMAZON CAPITAL		POLICE ADMINISTRATION	77.48
193913	ANDERSON, KRISTEN	JUDICIAL SERVICE	MUNICIPAL COURTS	370.00
	ANDERSON, KRISTEN		MUNICIPAL COURTS	370.00
193914	APOLLO PLUMBING LLC	PLUMBING PROJECT	WASTE WATER TREATMENT	108.31
193915	ARG INDUSTRIAL	HOSE	WASTE WATER TREATMENT	383.35
193916	BADIE, BRENDA	TEMP. CONSTRUCTION EASEMENT	GMA-PARKS	300.00
193917	BICKFORD FORD	O2 SENSOR - P218	EQUIPMENT RENTAL	62.58
	BICKFORD FORD	VALVE COVER - J019	EQUIPMENT RENTAL	127.75
	BICKFORD FORD	THROTTLE ASSEMBLY, GASKET - J038	EQUIPMENT RENTAL	361.56
	BICKFORD FORD	SPARK PLUGS, COILS, GASKET - P216	EQUIPMENT RENTAL	513.01
	BICKFORD FORD	DIAGNOSIS, TPMS SENSOR - P174	EQUIPMENT RENTAL	3,632.31
193918	BILLING DOCUMENT SPE	BILL PRINTING	UTILITY BILLING	6,408.56
193919	BOOT BARN	UNIFORM - STARK	UTIL ADMIN	177.57
	BOOT BARN		UTIL ADMIN	190.62
	BOOT BARN	UNIFORM - KALLICOTT	UTIL ADMIN	197.91
193920	BRAKE AND CLUTCH	DASH VALVE - V218	EQUIPMENT RENTAL	322.98
193921	BROUTZAKIS, ROSA	REFUND - OVERPAYMENT	COMMUNITY DEVELOPMENT	238.00
193922	COMCAST	ACCT #8498310020341322	COMPUTER SERVICES	727.74
193923	COMMERCIAL FIRE	ANNUAL EXTINGUISHER INSPECTION	MAINT OF GENL PLANT	9.50

CITY OF MARYSVILLE
INVOICE LIST

FOR INVOICES FROM 3/25/2026 TO 3/25/2026

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
193923	COMMERCIAL FIRE	SMOKE HATCH LINK REPLACEMENT	DETENTION & CORRECTION	21.45
	COMMERCIAL FIRE	ANNUAL EXTINGUISHER INSPECTION	MAINT OF GENL PLANT	66.50
	COMMERCIAL FIRE		MAINT OF GENL PLANT	76.00
	COMMERCIAL FIRE	ANNUAL FIRE SYSTEM TEST	MAINT OF GENL PLANT	604.00
	COMMERCIAL FIRE	ANNUAL FIRE SYSTEMS TEST	MAINT OF GENL PLANT	1,129.00
	COMMERCIAL FIRE	ANNUAL FIRE SYSTEM TEST	MAINT OF GENL PLANT	1,187.85
	COMMERCIAL FIRE	ANNUAL EXTINGUISHER INSPECTION	NON-DEPARTMENTAL	2,354.70
193924	COPIERS NORTHWEST	COPIER SERVICE	OFFICE OPERATIONS	25.40
	COPIERS NORTHWEST		FINANCE-GENL	25.40
	COPIERS NORTHWEST		PROPERTY TASK FORCE	39.17
	COPIERS NORTHWEST		POLICE PATROL	44.15
	COPIERS NORTHWEST		DETENTION & CORRECTION	44.15
	COPIERS NORTHWEST		MUNICIPAL COURTS	47.24
	COPIERS NORTHWEST		POLICE COMMUNITY	52.88
	COPIERS NORTHWEST		DETENTION & CORRECTION	60.31
	COPIERS NORTHWEST		WASTE WATER TREATMENT	79.70
	COPIERS NORTHWEST		PROBATION	100.53
	COPIERS NORTHWEST		GENERAL	183.72
	COPIERS NORTHWEST		UTIL ADMIN	183.72
	COPIERS NORTHWEST		WASTE WATER TREATMENT	228.56
	COPIERS NORTHWEST		RECREATION SERVICES	229.60
	COPIERS NORTHWEST		POLICE PATROL	242.19
	COPIERS NORTHWEST		ENGR-GENL	243.64
	COPIERS NORTHWEST		COMPUTER SERVICES	243.64
	COPIERS NORTHWEST		DETENTION & CORRECTION	245.07
	COPIERS NORTHWEST		POLICE INVESTIGATION	261.21
	COPIERS NORTHWEST		LEGAL - PROSECUTION	263.09
	COPIERS NORTHWEST		MUNICIPAL COURTS	281.85
	COPIERS NORTHWEST		POLICE INVESTIGATION	294.00
	COPIERS NORTHWEST		EXECUTIVE ADMIN	444.57
	COPIERS NORTHWEST		PERSONNEL ADMINISTRATION	539.39
	COPIERS NORTHWEST		OFFICE OPERATIONS	606.36
193925	COUNTRY SUPPLIER	WATER HOSE	POLICE PATROL	57.97
	COUNTRY SUPPLIER	UNIFORM - SMITH	UTIL ADMIN	166.29
193926	CRIMINAL JUSTICE	TRAINING CLASS	POLICE TRAINING-FIREARMS	6,273.25
193927	CUMMINS NORTHWEST	LOAD TESTING, TROUBLESHOOTING	SEWER LIFT STATION	3,526.63
193928	DEFINING ENERGY NW	REFUND - DUPLICATE PERMIT	COMMUNITY DEVELOPMENT	115.00
193929	DESIGNER STUDIO	PICTURES - DANCE	RECREATION SERVICES	4,042.50
193930	DOBBS PETERBILT	CREDIT FOR INV 026P82023	EQUIPMENT RENTAL	-241.22
	DOBBS PETERBILT	DIAGNOSIS, REPAIR - J075	EQUIPMENT RENTAL	1,391.49
	DOBBS PETERBILT	AIR COMPRESSOR, DRYER - J068	EQUIPMENT RENTAL	5,698.91
193931	DUNLAP INDUSTRIAL	LIFTING CHAIN, CABLES	SEWER LIFT STATION	383.55
	DUNLAP INDUSTRIAL		WASTE WATER TREATMENT	403.55
193932	DUNN, JEFFREY	UB REFUND	WATER/SEWER OPERATION	104.69
193933	E&E LUMBER	LINE LEVEL	POLICE PATROL	3.85
	E&E LUMBER	KEYS	PARK & RECREATION FAC	16.94
	E&E LUMBER	ROLLED ROOFING	PARK & RECREATION FAC	252.99
193934	ELITE CONTRACTING	RETAINAGE RELEASE	GENERAL FUND	1,177.79
193935	ELLIS, BRANDY	REIMBURSEMENT - MILEAGE	GMA-PARKS	19.80
	ELLIS, BRANDY	REIMBURSEMENT - MILEAGE/FEE	GMA-PARKS	19.80
193936	EVENS, MCCALLA	MPA PROBATION CONFERENCE	PROBATION	125.76
193937	FIRESTONE	TIRES - 237	EQUIPMENT RENTAL	530.15

CITY OF MARYSVILLE
INVOICE LIST

FOR INVOICES FROM 3/25/2026 TO 3/25/2026

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
193937	FIRESTONE	TIRES - J055	EQUIPMENT RENTAL	986.83
193938	GALLS, LLC	PATROL UNIFORM	POLICE PATROL	102.29
	GALLS, LLC	CUSTODY UNIFORM	DETENTION & CORRECTION	103.61
	GALLS, LLC	PATROL UNIFORM	POLICE PATROL	178.23
	GALLS, LLC	CUSTODY UNIFORM	DETENTION & CORRECTION	210.04
193939	GATEWAY CONTROLS INC	RETAINAGE RELEASE	WATER/SEWER OPERATION	1,790.50
193940	GEISE, DONNA	INSTRUCTOR PAYMENT	RECREATION SERVICES	168.00
193941	GORDON TRUCK CENTER	REGEN SWITCH - J047	EQUIPMENT RENTAL	130.81
193942	GRAINGER	PIPE REPAIR SUPPLIES	WASTE WATER TREATMENT	23.45
	GRAINGER		WASTE WATER TREATMENT	41.57
	GRAINGER		WASTE WATER TREATMENT	53.65
	GRAINGER		WASTE WATER TREATMENT	54.69
	GRAINGER	LAB STORAGE	WASTE WATER TREATMENT	240.79
	GRAINGER	PIPE REPAIR SUPPLIES	WASTE WATER TREATMENT	277.21
193943	GREENSHIELDS INDS	CHAINS, CLEVIS - J068	EQUIPMENT RENTAL	91.38
	GREENSHIELDS INDS	HOSE - H002	EQUIPMENT RENTAL	149.13
	GREENSHIELDS INDS	HOSES, ADAPTERS - J068	EQUIPMENT RENTAL	490.00
193944	HD SUPPLY	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	50.83
	HD SUPPLY		CUSTODIAL SERVICES	117.06
	HD SUPPLY		CUSTODIAL SERVICES	132.59
	HD SUPPLY		CUSTODIAL SERVICES	206.71
	HD SUPPLY		CUSTODIAL SERVICES	214.48
	HD SUPPLY		CUSTODIAL SERVICES	381.81
	HD SUPPLY		CUSTODIAL SERVICES	410.20
	HD SUPPLY		CUSTODIAL SERVICES	661.36
	HD SUPPLY		CUSTODIAL SERVICES	3,618.30
193945	HON COMPANY	OFFICE CUBICLES	LEGAL - PROSECUTION	903.66
	HON COMPANY		CITY CLERK	903.67
193946	HORNUNG, CHRIS	REIMBURSEMENT - MILEAGE	PROBATION	15.65
	HORNUNG, CHRIS	MPA CONFERENCE	PROBATION	174.14
193947	HYLARIDES, LETTIE	INTERPRETER SERVICE	COURTS	187.50
	HYLARIDES, LETTIE		COURTS	187.50
	HYLARIDES, LETTIE		COURTS	206.25
193948	INDEPENDENT REVIEW	INVESTIGATION SERVICE	PERSONNEL ADMINISTRATION	3,569.18
193949	INGRAHAM, GERRIE P	INSTRUCTOR PAYMENT	RECREATION SERVICES	357.00
193950	J & B TOOLS, LLC	IMPACT GUN, RATCHET	EQUIPMENT RENTAL	656.38
193951	JALILI, BIJAN	JUDICIAL SERVICE	MUNICIPAL COURTS	185.00
193952	JANSSEN, STEPHANIE	TYLER-MUNIS CONNECT	FINANCE-GENL	241.86
193953	JARRELL, HOWARD	REIMBURSEMENT CLAIM	RISK MANAGEMENT	4,432.54
193954	KENWORTH NORTHWEST	CREDIT FOR INV 15966142	EQUIPMENT RENTAL	-261.84
	KENWORTH NORTHWEST	COOLANT LINE, GASKET, O-RING	EQUIPMENT RENTAL	214.60
	KENWORTH NORTHWEST	TURBOCHARGER ASSEMBLY - J046	EQUIPMENT RENTAL	2,340.88
193955	KINDLER, RUSSELL	INSTRUCTOR PAYMENT	RECREATION SERVICES	281.40
193956	KNOT WORLDWIDE	WEDDING RENTAL MARKETING	HOTEL/MOTEL PARKS	4,847.71
193957	KPFF CONSULTING	PROFESSIONAL SERVICE	GMA - STREET	14,108.56
193958	LEMASTER, DAVID	REFUND - WRONG PERMIT	COMMUNITY DEVELOPMENT	119.00
193959	LES SCHWAB TIRE CTR	CREDIT FOR INV 32300928015	EQUIPMENT RENTAL	-2,277.97
	LES SCHWAB TIRE CTR	FLAT TIRE REPAIR - J034	EQUIPMENT RENTAL	153.15
	LES SCHWAB TIRE CTR	TIRES	ER&R	803.79
	LES SCHWAB TIRE CTR	TIRES/VALVE STEMS - W026	EQUIPMENT RENTAL	969.46
	LES SCHWAB TIRE CTR	TIRES	ER&R	1,607.59
	LES SCHWAB TIRE CTR		ER&R	1,952.90

CITY OF MARYSVILLE
INVOICE LIST

FOR INVOICES FROM 3/25/2026 TO 3/25/2026

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
193959	LES SCHWAB TIRE CTR	TIRES - J068	EQUIPMENT RENTAL	1,952.90
	LES SCHWAB TIRE CTR	TIRES - J038	EQUIPMENT RENTAL	2,165.07
	LES SCHWAB TIRE CTR		EQUIPMENT RENTAL	2,277.97
193960	LOWES HIW INC	SUPPLIES - DOOR REPAIR	WASTE WATER TREATMENT	101.15
193961	MARYSVILLE SCHOOL	BASKETBALL - FEB 2026 - PINEWOOD	RECREATION SERVICES	140.00
	MARYSVILLE SCHOOL	BASKETBALL - FEB 2026 - TOTEM	RECREATION SERVICES	417.50
	MARYSVILLE SCHOOL	FACILITY RENTAL	RECREATION SERVICES	738.00
	MARYSVILLE SCHOOL	BASKETBALL - FEB 2026 - LIBERTY	RECREATION SERVICES	952.00
193962	MCMASTER-CARR	DRAIN PAN, CARABINERS, ADAPTER	SEWER LIFT STATION	502.19
193963	METTE, JOIE	REIMBURSEMENT - PARKING	POLICE COMMUNITY	37.00
	METTE, JOIE	REIMBURSEMENT - GAS	POLICE COMMUNITY	74.55
	METTE, JOIE	IMMOBILIZATION CERTIFICATION	POLICE COMMUNITY	280.00
193964	MPAC	INSTRUCTOR PAYMENT	RECREATION SERVICES	473.40
193965	NAPA AUTO PARTS	ALTERNATOR BELT - W023	EQUIPMENT RENTAL	17.80
	NAPA AUTO PARTS	BRAKE HOSES - 967	EQUIPMENT RENTAL	43.21
193966	NELSON-REISNER	BALANCE FROM CHECK 193276	WASTE WATER TREATMENT	35.20
193967	NEYMAN, NEIL	OVERPAYMENT - CARRY PERMIT	POLICE-GENL GOVMNT	16.00
193968	OREILLY AUTO PARTS	O-RING KIT - V237	EQUIPMENT RENTAL	3.72
	OREILLY AUTO PARTS	FUEL FILTER CAP - J012	EQUIPMENT RENTAL	10.63
	OREILLY AUTO PARTS	WIRE CONNECTOR - J068	EQUIPMENT RENTAL	12.02
	OREILLY AUTO PARTS	IGNITION SWITCH ASSEMBLY	EQUIPMENT RENTAL	49.01
	OREILLY AUTO PARTS	SERPENTINE BELT - H002	EQUIPMENT RENTAL	59.89
	OREILLY AUTO PARTS	IGNITION SWITCH ROD - V967	EQUIPMENT RENTAL	61.53
	OREILLY AUTO PARTS	BRAIDED WIRE LOOM - P185	EQUIPMENT RENTAL	104.99
	OREILLY AUTO PARTS	VALVE COVER - V237	EQUIPMENT RENTAL	138.50
	OREILLY AUTO PARTS	FUEL PUMP/MODULE ASSEMBLY	EQUIPMENT RENTAL	165.94
	OREILLY AUTO PARTS	PCV VALVE, GASKET - V237	EQUIPMENT RENTAL	224.62
	OREILLY AUTO PARTS	SWITCH, BRAKE HOSES - V967	EQUIPMENT RENTAL	527.89
193969	OTAK	PROFESSIONAL SERVICE	GMA - STREET	1,278.12
193970	OWEN EQUIPMENT	REAR DOOR SEAL - H008	EQUIPMENT RENTAL	1,096.55
193971	PACIFIC PLUMBING	SINK REPAIR	PARK & RECREATION FAC	33.79
	PACIFIC PLUMBING	FAUCET REPAIR	PARK & RECREATION FAC	188.85
193972	PACWEST MACHINERY	STROBE LIGHTS - H012	EQUIPMENT RENTAL	195.17
193973	PAPE MACHINERY	RADIATOR HOSE - 899P	EQUIPMENT RENTAL	89.22
	PAPE MACHINERY	ROLLER WHEEL, CUTTING ROD	EQUIPMENT RENTAL	98.75
193974	PLATT ELECTRIC	LIGHTING FOR FIELD DUGOUT	PARK & RECREATION FAC	361.94
	PLATT ELECTRIC	REPLACEMENT LED LAMPS	MAINT OF GENL PLANT	470.07
193975	PREMIER GOLF CENTERS	MANAGEMENT SERVICE	GOLF ADMINISTRATION	11,306.89
	PREMIER GOLF CENTERS	MANAGEMENT FEE INCENTIVES	GOLF ADMINISTRATION	54,869.30
193976	PRIMO BRANDS	WATER SERVICE	RECREATION SERVICES	201.35
193977	PROFESSIONAL PLUMB	REFUND - OVERPAYMENT	NON-BUS LICENSES AND	200.00
193978	PROTOCOL PLUMBING	DRAIN CLEARING SERVICE	DETENTION & CORRECTION	344.56
193979	PUD	3106 87TH AVE NE	STREET LIGHTING	31.04
	PUD	ACCT #202461034	UTIL ADMIN	50.28
	PUD	ACCT # 224101675	ROADWAY MAINTENANCE	55.99
	PUD	ACCT #205195373	PARK & RECREATION FAC	56.99
	PUD	ACCT #202524690	PUMPING PLANT	70.78
	PUD	ACCT #220681340	STORM DRAINAGE	71.94
	PUD	ACCT #202011813	PUMPING PLANT	72.04
	PUD	ACCT #200973956	SEWER LIFT STATION	73.59
	PUD	ACCT #202794657	TRANSPORTATION	73.63
	PUD	ACCT #202461026	MAINT OF GENL PLANT	85.28

CITY OF MARYSVILLE
INVOICE LIST

FOR INVOICES FROM 3/25/2026 TO 3/25/2026

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
193979	PUD	ACCT #200448801	TRANSPORTATION	87.64
	PUD	ACCT #202288585	TRANSPORTATION	89.35
	PUD	ACCT #223945742	TRAFFIC CONTROL DEVICES	92.13
	PUD	ACCT #203199732	TRANSPORTATION	95.04
	PUD	ACCT #223514563	TRANSPORTATION	96.02
	PUD	ACCT #203430897	STREET LIGHTING	99.77
	PUD	ACCT #202303301	SEWER LIFT STATION	104.69
	PUD	ACCT #202175956	TRAFFIC CONTROL DEVICES	112.08
	PUD	ACCT #222664310	TRANSPORTATION	113.38
	PUD	ACCT #223735101	STREET LIGHTING	113.82
	PUD	ACCT #223154923	STREET LIGHTING	117.06
	PUD	ACCT #221115934	MAINT OF GENL PLANT	121.03
	PUD	ACCT #222664740	TRANSPORTATION	121.73
	PUD	ACCT # 222772634	TRANSPORTATION	128.27
	PUD	ACCT #223764663	SEWER LIFT STATION	131.47
	PUD	ACCT #222663973	TRANSPORTATION	151.62
	PUD	ACCT #205237738	TRAFFIC CONTROL DEVICES	156.16
	PUD	ACCT #205239270	TRAFFIC CONTROL DEVICES	162.13
	PUD	ACCT #205419765	NON-DEPARTMENTAL	185.65
	PUD	ACCT #201628880	WASTE WATER TREATMENT	254.35
	PUD	ACCT #222025900	PUMPING PLANT	258.52
	PUD	ACCT #204821227	TRAFFIC CONTROL DEVICES	261.71
	PUD	ACCT #201247699	STREET LIGHTING	302.05
	PUD	ACCT #220824148	WASTE WATER TREATMENT	450.49
	PUD	ACCT #201675634	WASTE WATER TREATMENT	461.82
	PUD	ACCT #201587284	WASTE WATER TREATMENT	799.10
	PUD	ACCT #201639689	MAINT OF GENL PLANT	1,541.08
	PUD	ACCT #221320088	SUNNYSIDE FILTRATION	4,099.37
	PUD	ACCT #202075008	WASTE WATER TREATMENT	16,248.06
	PUD	ACCT #201420635	WASTE WATER TREATMENT	18,015.70
	PUD	ACCT #201721180	WASTE WATER TREATMENT	27,725.83
193980	PUD	4708 79TH AVE NE	PARK & RECREATION FAC	165.31
193981	RADIA INC PS	INMATE ER CARE	DETENTION & CORRECTION	15.00
	RADIA INC PS		DETENTION & CORRECTION	15.00
	RADIA INC PS		DETENTION & CORRECTION	40.00
	RADIA INC PS		DETENTION & CORRECTION	150.00
	RADIA INC PS		DETENTION & CORRECTION	301.70
193982	RAILROAD MANAGEMENT	PIPELINE CROSSING LICENSES FEE	UTIL ADMIN	458.76
	RAILROAD MANAGEMENT		UTIL ADMIN	458.76
	RAILROAD MANAGEMENT		UTIL ADMIN	458.76
	RAILROAD MANAGEMENT		UTIL ADMIN	458.76
	RAILROAD MANAGEMENT		UTIL ADMIN	458.76
	RAILROAD MANAGEMENT		UTIL ADMIN	458.76
	RAILROAD MANAGEMENT		UTIL ADMIN	846.23
193983	ROMAINE ELECTRIC	ALTERNATOR ASSEMBLY - V007	EQUIPMENT RENTAL	172.08
	ROMAINE ELECTRIC	ALTERNATOR ASSEMBLY - H002	EQUIPMENT RENTAL	185.01
193984	SEATOWN ELECTRIC	REFUND - WRONG PERMIT	NON-BUS LICENSES AND	139.00
193985	SHEEPDOG GUARDIAN	MEMBERSHIP DUES	K9 PROGRAM	35.00
193986	SHERWIN WILLIAMS	PRIMER	DETENTION & CORRECTION	21.86
193987	SINGH, DISHIKA	TEMP. CONSTRUCTION EASEMENT	GMA-PARKS	3,800.00
193988	SISKUN POWER EQUIPMENT	THROTTLE CONTROL - 299	EQUIPMENT RENTAL	62.97
	SISKUN POWER EQUIPMENT	FLAT FILE, FILE GUIDE - 299	EQUIPMENT RENTAL	85.14

CITY OF MARYSVILLE
INVOICE LIST

FOR INVOICES FROM 3/25/2026 TO 3/25/2026

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
193988	SISKUN POWER EQUIPMENT	CHAINSAW CHAIN AND FILE	WATER RESERVOIRS	92.80
193989	SIX ROBBLEES INC	TRAILER FENDER - F004	EQUIPMENT RENTAL	96.89
193990	SNO CO AUDITOR	RECORDING OF TCE	GMA-PARKS	307.50
	SNO CO AUDITOR		GMA-PARKS	307.50
193991	SOUND PUBLISHING	ADVERTISING PA25-0014	COMMUNITY	72.36
	SOUND PUBLISHING	STORMWATER AD	GMA-PARKS	89.44
	SOUND PUBLISHING	ADVERTISING PA26-0001	COMMUNITY	94.72
193992	SPRAGUE PEST SOLUTION	PEST CONTROL	POLICE PATROL	120.34
	SPRAGUE PEST SOLUTION		POLICE PATROL	150.43
193993	STAPLES	PATROL SUPPLIES	POLICE PATROL	99.99
193994	SUBURBAN PROPANE	PROPANE	PARK & RECREATION FAC	1,605.71
193995	SUPERIOR RESTROOMS	PORTABLE RESTROOM SERVICE	WATER DIST MAINS	71.11
193996	TAYLOR, DANIEL	REFEREES - BASKETBALL	RECREATION SERVICES	1,095.00
193997	TRANSPO GROUP	PROFESSIONAL SERVICE	GMA - STREET	7,498.51
193998	TUCKER, NICHOLE	REFUND - OVERPAYMENT	NON-BUS LICENSES AND	260.00
193999	VESTIS GROUP INC.	UNIFORM CLEANING, SHOP RENTALS	EQUIPMENT RENTAL	27.44
	VESTIS GROUP INC.		EQUIPMENT RENTAL	29.50
	VESTIS GROUP INC.		EQUIPMENT RENTAL	50.96
	VESTIS GROUP INC.		EQUIPMENT RENTAL	54.80
194000	VESTIS GROUP INC.	CUSTODIAL CLEANING, MCC RENTALS	CUSTODIAL SERVICES	45.01
	VESTIS GROUP INC.		CUSTODIAL SERVICES	45.01
	VESTIS GROUP INC.	LINEN SERVICE	OPERA HOUSE	162.51
	VESTIS GROUP INC.	CUSTODIAL CLEANING, MCC RENTALS	CUSTODIAL SERVICES	180.00
	VESTIS GROUP INC.		CUSTODIAL SERVICES	180.00
194001	WESTERN EQUIPMENT	PARTS FOR MOWER - W023	EQUIPMENT RENTAL	916.86
194002	WHISTLE WORKWEAR	UNIFORM - GANT	UTIL ADMIN	187.93
	WHISTLE WORKWEAR		UTIL ADMIN	202.76
194003	WHITTINGTON, JOAN	REFUND - DRAWING/PAINTING	PARKS-RECREATION	18.00
194004	ZIPLY FIBER	ACCT #3601971148 TWIN LAKES	PARK & RECREATION FAC	550.00

WARRANT TOTAL: **624,925.49**

CLAUDE KIELY	193703	INITIATOR ERROR	590.08
MARYSVILLE SCHOOL DISTRICT	193731	INITIATOR ERROR	1,509.50
STAPLES	193829	INITIATOR ERROR	1,850.00
ROLLAND DIXON	193620	INITIATOR ERROR	25.00

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

WARRANT TOTAL: **$620,950.91**

Agenda Bill

AGENDA ITEM NO. 3.

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 13, 2026

SUBMITTED BY: Shauna Crane, Accounting Technician

PRESENTED BY: Heide Brillantes, Finance Director

ITEM TYPE: Claims

AGENDA SECTION: Consent

SUBJECT:

April 1, 2026, Claims in the Amount of $1,705,965.17 paid by EFT Transaction Check Numbers 194005 through 194007 and Check Numbers 194008 through 194131 with Check Numbers 192451 and 193815 Voided

SUGGESTED ACTION:

SUMMARY

ATTACHMENTS:
040126

CITY OF MARYSVILLE
INVOICE LIST

FOR INVOICES FROM 4/1/2026 TO 4/1/2026

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
194005	FIRST AMERICAN TITLE	CLOSING FUNDS	GMA-PARKS	4,834.40
194006	GOVERNMENT PORTFOLIO	INVESTMENT ADVISORY SERVICE	FINANCE-GENL	7,450.00
194007	LICENSING, DEPT OF	FIREARMS - CPL'S	INTERGOVERNMENTAL	1,257.00
194008	10TH ST BOOSTERS	REFUND - OPERA HOUSE DEPOSIT	GENERAL FUND	250.00
194009	911 SUPPLY INC.	BADGE RIBBONS	POLICE ADMINISTRATION	64.16
194010	A & A LANGUAGE SERV	INTERPRETER SERVICE	COURTS	170.00
	A & A LANGUAGE SERV		COURTS	170.00
	A & A LANGUAGE SERV		COURTS	170.00
	A & A LANGUAGE SERV		COURTS	170.00
	A & A LANGUAGE SERV		COURTS	170.00
	A & A LANGUAGE SERV		COURTS	170.00
	A & A LANGUAGE SERV		COURTS	170.00
	A & A LANGUAGE SERV		COURTS	234.09
194011	ACTION BUSINESS FURN	NEW OFFICE CUBICLES	CITY CLERK	957.25
	ACTION BUSINESS FURN		LEGAL - PROSECUTION	957.25
194012	AKAU, DEVIN	MILEAGE	PARK & RECREATION FAC	79.75
194013	ALBANESE, JACQUELINE	LEEDA LEADERSHIP TRAINING	POLICE INVESTIGATION	494.50
194014	ALEXANDER PRINTING	BUSINESS CARDS	STORM DRAINAGE	51.99
	ALEXANDER PRINTING		SEWER MAIN COLLECTION	51.99
194015	ARG INDUSTRIAL	COVER PUMP HOSE	WATER RESERVOIRS	547.35
	ARG INDUSTRIAL		WATER RESERVOIRS	593.56
194016	BAYSHORE CONCRETE	HYDRANT METER RENTAL FEES	WATER-UTILITIES/ENVIRONMN	-148.00
	BAYSHORE CONCRETE		WATER/SEWER OPERATION	1,150.00
194017	BICKFORD FORD	SEATBELT BUCKLE - J038	EQUIPMENT RENTAL	62.94
	BICKFORD FORD	HUB CAP - P229	EQUIPMENT RENTAL	134.11
	BICKFORD FORD		EQUIPMENT RENTAL	134.11
	BICKFORD FORD	COOLING FAN - P183	EQUIPMENT RENTAL	328.53
	BICKFORD FORD	SPRK PLUGS, COIL - P208	EQUIPMENT RENTAL	477.33
194018	BOB BARKER COMPANY	INMATE SUPPLIES	DETENTION & CORRECTION	768.44
194019	CASCADE COLUMBIA	POLY ALUMINUM CHLORIDE	WASTE WATER TREATMENT	25,637.89
194020	CASCADE NATURAL GAS	NATURAL GAS	WATER FILTRATION PLANT	1,939.25
194021	CHARM-TEX, INC.	GLOVES	GENERAL FUND	-14.47
	CHARM-TEX, INC.		POLICE PATROL	168.37
194022	CHAVEZ LANDSCAPING	HYDRANT METER RENTAL FEES	WATER-UTILITIES/ENVIRONMN	-107.00
	CHAVEZ LANDSCAPING		WATER/SEWER OPERATION	1,150.00
194023	CHEMTEK INC	ASPHALT CLEANER, SUPPLIES	GENERAL FUND	-136.12
	CHEMTEK INC		ROADWAY MAINTENANCE	1,584.23
194024	CIVICPLUS	DOC ACCESS PROGRAM	COMPUTER SERVICES	5,407.32
194025	CML SECURITY, LLC	RETAINAGE RELEASE	GENERAL FUND	23,299.30
194026	COOP SUPPLY	HOSES	SIDEWALK MAINTENANCE	54.68
	COOP SUPPLY	PRESSURE WASHER NOZZLE	SIDEWALK MAINTENANCE	109.39
194027	CORE & MAIN LP	STORTS, RESETTERS PACK	HYDRANTS	633.46
	CORE & MAIN LP	HYDRANT PORT GASKETS	HYDRANTS	649.29
	CORE & MAIN LP	AIR VAC	SUNNYSIDE FILTRATION	2,591.38
194028	CORRECTIONS, DEPT OF	DOC WORK	ROADSIDE VEGETATION	168.86
	CORRECTIONS, DEPT OF		PARK & RECREATION FAC	372.99
194029	COUNTRY GREEN TURF	TURF BLEND NET	PARK & RECREATION FAC	48.09
194030	COUNTRY SUPPLIER	WATER JUG	SIDEWALK MAINTENANCE	43.75
	COUNTRY SUPPLIER	UNIFORM - DIAMOND	GENERAL	109.37
	COUNTRY SUPPLIER		GENERAL	243.94
194031	DAVID EVANS & ASSOC	PROFESSIONAL SERVICE	GMA - STREET	57,388.89
194032	DUNLAP INDUSTRIAL	PRESSURE WASHING TIPS/ITEMS	SIDEWALK MAINTENANCE	150.70

CITY OF MARYSVILLE
INVOICE LIST

FOR INVOICES FROM 4/1/2026 TO 4/1/2026

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
194033	E&E LUMBER	KEYS	PARK & RECREATION FAC	8.47
	E&E LUMBER		PARK & RECREATION FAC	8.47
	E&E LUMBER	MONKEY HOOK HANGER	PARK & RECREATION FAC	10.70
	E&E LUMBER	SCREWS	PARK & RECREATION FAC	17.23
	E&E LUMBER	BRAID LEX HOSES	PARK & RECREATION FAC	19.28
	E&E LUMBER	FASTENERS	PARK & RECREATION FAC	50.06
	E&E LUMBER	SMALL TOOLS	ROADWAY MAINTENANCE	50.37
	E&E LUMBER	DRILL HAMMER AND MATERIALS	ROADWAY MAINTENANCE	73.49
	E&E LUMBER	WOOD	SIDEWALK MAINTENANCE	273.42
	E&E LUMBER	MAINTENANCE SUPPLIES	WASTE WATER TREATMENT	307.21
194034	EAGLE FENCE	FENCE REPAIR	STORM DRAINAGE	432.13
	EAGLE FENCE	TEMPORARY FENCE RENTAL	PARK & RECREATION FAC	541.53
	EAGLE FENCE	FENCE REPAIR	STORM DRAINAGE	1,312.80
194035	EAST JORDAN IRON WORK	VALVE CANS	WATER DIST MAINS	474.84
	EAST JORDAN IRON WORK	2 PORT HYDRANT UPGRADE	HYDRANTS	3,604.86
	EAST JORDAN IRON WORK	VALVE CANS	WATER DIST MAINS	5,135.35
194036	EDWARDS, KYLE	REFUND - PILATES	PARKS-RECREATION	13.00
194037	ELECTRONIC BUSINESS	GIS PLOTTER SUPPLIES	GIS SERVICES IS	38.29
194038	ELLIS, BRANDY	REIMBURSEMENT - MILEAGE	GMA-PARKS	29.80
194039	ENGEL, EDSON & PATRI	UB REFUND	GARBAGE	99.61
194040	ENTERPRISE FM TRUST	LEASE CHARGE	EQUIPMENT RENTAL	24,205.85
194041	ENTERPRISE RENTAL	RENTAL CAR - TRAINING	POLICE TRAINING-FIREARMS	311.49
194042	ENVIRONMENTAL SCIENCE	PROFESSIONAL SERVICE	SURFACE WATER CAPITAL	2,922.12
194043	EUROFINS ENVIRONMENT	LAB ANALYSIS	WATER QUAL TREATMENT	-59.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	20.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	25.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	25.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	25.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	440.00
194044	EVERETT, CITY OF	SHELTER FEE	POLICE COMMUNITY	375.00
	EVERETT, CITY OF		POLICE COMMUNITY	600.00
	EVERETT, CITY OF	SHELTER FEES	POLICE COMMUNITY	725.00
	EVERETT, CITY OF	SHELTER FEES	POLICE COMMUNITY	1,025.00
	EVERETT, CITY OF	ADMINISTRATIVE FEES - FEB 2026	POLICE COMMUNITY	5,920.00
194045	EVERETT, CITY TREAS	WATER FILTRATION CHARGES	SOURCE OF SUPPLY	280,900.86
194046	EWING IRRIGATION	SOCCER PAINT	RECREATION SERVICES	5,564.87
194047	FAMILY PET MEDICAL	KONA VET FEES	K9 PROGRAM	32.02
	FAMILY PET MEDICAL	K9 KONA MEDICAL CARE	K9 PROGRAM	350.45
	FAMILY PET MEDICAL		K9 PROGRAM	1,495.62
	FAMILY PET MEDICAL	KONA VET SERVICE	K9 PROGRAM	1,529.92
194048	FAY, CHRISTINA	REFUND - ACCOUNT BALANCE	PARKS-RECREATION	26.00
194049	FIGUEROA, ALONDRA	REFUND - PILATES	PARKS-RECREATION	13.00
194050	FLOCK GROUP, INC	SUBSCRIPTION	POLICE ADMINISTRATION	32,820.00
194051	FOOT WORKS	INSTRUCTOR PAYMENT	RECREATION SERVICES	480.00
194052	FOUND THERAPY SERVICE	WELLNESS SERVICE	POLICE ADMINISTRATION	1,282.82
194053	FRANZEN, JEFF	WASPC SPRING CONFERENCE	POLICE TRAINING-FIREARMS	283.00
194054	GALLS, LLC	PATROL UNIFORM	POLICE PATROL	16.74
	GALLS, LLC		POLICE PATROL	149.31
	GALLS, LLC	CUSTODY UNIFORM	DETENTION & CORRECTION	158.49
	GALLS, LLC	PATROL UNIFORM	POLICE PATROL	436.51
	GALLS, LLC		POLICE PATROL	546.98
	GALLS, LLC	CUSTODY UNIFORM	DETENTION & CORRECTION	650.70

CITY OF MARYSVILLE
INVOICE LIST

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CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
194054	GALLS, LLC	CUSTODY UNIFORM	DETENTION & CORRECTION	705.71
	GALLS, LLC	PATROL UNIFORM	POLICE PATROL	705.71
	GALLS, LLC		POLICE PATROL	721.04
194055	GENERAL PACIFIC, INC	DRONE EQUIPMENT	POLICE PATROL	599.51
194056	GRANITE CONST	ASPHALT	ROADWAY MAINTENANCE	262.88
	GRANITE CONST		ROADWAY MAINTENANCE	279.06
194057	GREAT WESTERN REC	MEMORIAL PICNIC TABLE	PARK & RECREATION FAC	2,200.00
	GREAT WESTERN REC		GMA-PARKS	33,081.28
194058	GREENSHIELDS INDS	HOSES	STREET CLEANING	1,013.17
194059	GRUBE, SALLY & TIMOT	UB REFUND	WATER/SEWER OPERATION	609.59
194060	GUNDERSON, JARL	MEDICARE PREMIUMS	POLICE ADMINISTRATION	405.80
194061	HADLEY, VICKI	REFUND - PILATES	PARKS-RECREATION	13.00
194062	HARRINGTON INDUST.	FLUSH BUSHING	SUNNYSIDE FILTRATION PLANT	205.00
194063	HD FOWLER COMPANY	CATCH BASIN SEDIMENT INSERT	STORM DRAINAGE	972.03
194064	HDR ENGINEERING	PROFESSIONAL SERVICE	WATER CAPITAL PROJECTS	179.24
	HDR ENGINEERING		SEWER CAPITAL PROJECTS	179.24
	HDR ENGINEERING		GMA - STREET	11,924.37
194065	HEALTH, DEPT OF	RESIDENTIAL SERVICE CONNECTIONS	STORM DRAINAGE	34,758.24
194066	HERC RENTALS INC	EQUIPMENT RENTAL	PARK & RECREATION FAC	276.95
	HERC RENTALS INC	EQUIPMENT RENTALS	PARK & RECREATION FAC	2,510.73
194067	HILTI INC	CORE DRILLS/ACCESSORIES	GENL GVRNMNT SERVICES	1,972.21
194068	HYLARIDES, LETTIE	INTERPRETER SERVICE	COURTS	65.00
	HYLARIDES, LETTIE		COURTS	130.00
	HYLARIDES, LETTIE		COURTS	130.00
194069	INTRADO LIFE & SAFET	E911 SERVICE	COMPUTER SERVICES	400.00
194070	JALILI, BIJAN	JUDICIAL SERVICE	MUNICIPAL COURTS	185.00
	JALILI, BIJAN		MUNICIPAL COURTS	185.00
194071	JULZ ANIMAL HOUZ	K9 SUPPLIES - KONA	K9 PROGRAM	20.16
194072	KANEHEN, GREGORY	CHAPLAIN STIPEND	POLICE ADMINISTRATION	750.00
194073	KIM, SUE	UB REFUND	WATER/SEWER OPERATION	285.06
194074	KNUTH, ANGELA	REFUND - DISCOVER ART	PARKS-RECREATION	56.00
194075	KPFF CONSULTING	PROFESSIONAL SERVICE	GMA - STREET	3,423.07
194076	KUSSY, KAREN	REIMBURSEMENT - TUITION	PERSONNEL ADMINISTRATION	1,160.00
194077	LASTING IMPRESSIONS	UNIFORM PATCHES	POLICE ADMINISTRATION	200.00
	LASTING IMPRESSIONS		POLICE ADMINISTRATION	250.00
	LASTING IMPRESSIONS		DETENTION & CORRECTION	427.75
	LASTING IMPRESSIONS		POLICE PATROL	900.00
194078	LEMASTER, DAVID	REFUND - WRONG PERMIT	COMMUNITY DEVELOPMENT	119.00
194079	LYNN PEAVEY COMPANY	EVIDENCE SUPPLIES	POLICE PATROL	87.78
194080	MANCILLAS, LADY	REFUND - DISCOVER ART	PARKS-RECREATION	56.00
194081	MARYSVILLE FIRE	EMERGENCY TRANSPORT	DETENTION & CORRECTION	1,200.75
194082	MARYSVILLE SCHOOL	RENTAL DEPOSIT	GENERAL FUND	250.00
	MARYSVILLE SCHOOL		PARKS-RENTS & ROYALTIES	860.00
194083	MARYSVILLE, CITY OF	4123 71 ST NE	SUNNYSIDE FILTRATION PLANT	143.53
	MARYSVILLE, CITY OF	4202 59 DR NE	PARK & RECREATION FAC	195.56
	MARYSVILLE, CITY OF	4020 71 AVE NE	SUNNYSIDE FILTRATION PLANT	345.12
194084	MORGAN, JOE	REIMBURSEMENT - MILEAGE	PARK & RECREATION FAC	52.20
194085	MORZELEWSKI, EMILEE	REFUND - PILATES	PARKS-RECREATION	13.00
	MORZELEWSKI, EMILEE		PARKS-RECREATION	13.00
194086	NATIONAL BARRICADE	NO PARKING SIGN	TRANSPORTATION MANAGEMENT	30.00
	NATIONAL BARRICADE	SIGNS/MATERIALS	TRANSPORTATION MANAGEMENT	621.87
	NATIONAL BARRICADE	CUSTOM SIGNS/MATERIALS	TRANSPORTATION MANAGEMENT	1,145.00

CITY OF MARYSVILLE
INVOICE LIST

FOR INVOICES FROM 4/1/2026 TO 4/1/2026

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
194087	NORTH CENTRAL	LAB CHEMICALS	WATER/SEWER OPERATION	-36.80
	NORTH CENTRAL		WASTE WATER TREATMENT	428.35
194088	NORTHERN COMFORT HTG	REFUND - WRONG PERMIT	NON-BUS LICENSES AND	144.00
194089	P.W. GILLIBRAND CO	FILTER SAND	WASTE WATER TREATMENT	16,170.00
	P.W. GILLIBRAND CO		WASTE WATER TREATMENT	16,170.00
194090	PACIFIC POWER BATTER	BATTERY PURCHASE	TRANSPORTATION	206.28
194091	PETROCARD SYSTEMS	FUEL CONSUMED	COMPUTER SERVICES	26.20
	PETROCARD SYSTEMS		STORM DRAINAGE	34.68
	PETROCARD SYSTEMS		UTIL ADMIN	52.67
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	71.59
	PETROCARD SYSTEMS		ENGR-GENL	114.49
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	125.77
	PETROCARD SYSTEMS		ENGR-GENL	176.14
	PETROCARD SYSTEMS		CUSTODIAL SERVICES	224.59
	PETROCARD SYSTEMS		COMMUNITY	243.26
	PETROCARD SYSTEMS		DEVELOPMENT SERVICES	256.49
	PETROCARD SYSTEMS		CUSTODIAL SERVICES	274.10
	PETROCARD SYSTEMS		COMMUNITY	287.37
	PETROCARD SYSTEMS		DEVELOPMENT SERVICES	307.72
	PETROCARD SYSTEMS		PARK & RECREATION FAC	1,269.43
	PETROCARD SYSTEMS		PARK & RECREATION FAC	1,338.31
	PETROCARD SYSTEMS		GENERAL	2,134.91
	PETROCARD SYSTEMS		GENERAL	4,143.59
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	5,879.58
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	7,637.58
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	8,026.13
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	8,559.58
	PETROCARD SYSTEMS		POLICE PATROL	9,605.01
	PETROCARD SYSTEMS		POLICE PATROL	10,177.44
194092	PGC INTERBAY LLC	REIMBURSEMENT - GOLF	GOLF ADMINISTRATION	2.18
	PGC INTERBAY LLC		MAINTENANCE	86.61
	PGC INTERBAY LLC		PRO-SHOP	105.24
	PGC INTERBAY LLC		PRO-SHOP	106.13
	PGC INTERBAY LLC		GOLF ADMINISTRATION	124.71
	PGC INTERBAY LLC		MAINTENANCE	179.04
	PGC INTERBAY LLC		PRO-SHOP	442.31
	PGC INTERBAY LLC		MAINTENANCE	486.97
	PGC INTERBAY LLC		PRO-SHOP	850.06
	PGC INTERBAY LLC		MAINTENANCE	1,652.35
	PGC INTERBAY LLC		MAINTENANCE	1,688.80
	PGC INTERBAY LLC		MAINTENANCE	2,757.25
	PGC INTERBAY LLC		MAINTENANCE	3,238.94
	PGC INTERBAY LLC		GOLF COURSE	6,435.21
	PGC INTERBAY LLC		MAINTENANCE	11,281.53
	PGC INTERBAY LLC	PAYROLL REIMBURSEMENT	PRO-SHOP	13,098.53
	PGC INTERBAY LLC		MAINTENANCE	18,905.07
194093	PHELPS, ED	REIMBURSEMENT - MILEAGE/MEALS	PARK & RECREATION FAC	88.45
194094	PIDGEON, CIARA	REFUND - BARN RENTAL	PARKS-RECREATION	140.00
194095	PNW INVESTORS IV,LLC	SEWER RECOVERY/BOOKING FEES	WATER-UTILITIES/ENVIRONMN	-100.00
	PNW INVESTORS IV,LLC		WATER-UTILITIES/ENVIRONMN	-100.00
	PNW INVESTORS IV,LLC		WATER/SEWER OPERATION	1,261.58
	PNW INVESTORS IV,LLC		WATER/SEWER OPERATION	1,261.58

CITY OF MARYSVILLE
INVOICE LIST

FOR INVOICES FROM 4/1/2026 TO 4/1/2026

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
194096	PRIMO BRANDS	WATER SUPPLIES	POLICE ADMINISTRATION	100.00
	PRIMO BRANDS		OFFICE OPERATIONS	113.75
	PRIMO BRANDS		POLICE INVESTIGATION	150.00
	PRIMO BRANDS		DETENTION & CORRECTION	200.00
	PRIMO BRANDS		POLICE PATROL	300.00
194097	PUD	ACCT #223806431	SEWER LIFT STATION	10.35
	PUD	ACCT #205136245	SEWER LIFT STATION	22.50
	PUD	ACCT #204933311	PUMPING PLANT	52.72
	PUD	ACCT #202012589	PARK & RECREATION FAC	53.91
	PUD	ACCT #221192545	SOURCE OF SUPPLY	54.52
	PUD	ACCT #222871949	PARK & RECREATION FAC	55.22
	PUD	ACCT #202476438	SEWER LIFT STATION	58.74
	PUD	ACCT #201065281	PARK & RECREATION FAC	63.91
	PUD	ACCT #201668043	PARK & RECREATION FAC	64.45
	PUD	ACCT #201610185	TRANSPORTATION	65.94
	PUD	ACCT #201046380	PARK & RECREATION FAC	66.70
	PUD	ACCT #201672136	SEWER LIFT STATION	68.80
	PUD	ACCT #202178158	SEWER LIFT STATION	76.97
	PUD	ACCT #202140489	TRANSPORTATION	77.79
	PUD	ACCT #202368536	TRANSPORTATION	77.89
	PUD	ACCT #202557450	STREET LIGHTING	83.07
	PUD	ACCT #202102190	TRANSPORTATION	83.85
	PUD	ACCT #202694337	TRANSPORTATION	85.00
	PUD	ACCT #200571842	TRANSPORTATION	86.46
	PUD	ACCT #203005160	STREET LIGHTING	86.72
	PUD	ACCT #202368544	TRANSPORTATION	89.30
	PUD	ACCT #202143111	TRANSPORTATION	97.68
	PUD	ACCT #200827277	TRANSPORTATION	99.81
	PUD	ACCT #220792733	STREET LIGHTING	100.05
	PUD	ACCT #200084036	TRANSPORTATION	109.72
	PUD	ACCT #202490637	SEWER LIFT STATION	115.10
	PUD	ACCT #203231006	TRANSPORTATION	115.22
	PUD	ACCT #201670890	TRANSPORTATION	123.65
	PUD	ACCT #202572327	STREET LIGHTING	130.39
	PUD	ACCT #202294336	STREET LIGHTING	130.41
	PUD	ACCT #201147253	PUMPING PLANT	133.92
	PUD	ACCT #220298624	STREET LIGHTING	136.26
	PUD	ACCT #224248013	STREET LIGHTING	143.59
	PUD	ACCT #202463543	SEWER LIFT STATION	146.81
	PUD	ACCT #202309720	TRAFFIC CONTROL DEVICES	153.59
	PUD	ACCT #202368551	PARK & RECREATION FAC	157.90
	PUD	ACCT #220761803	OPERA HOUSE	158.78
	PUD	ACCT #200070449	TRANSPORTATION	164.14
	PUD	ACCT #203223458	PARK & RECREATION FAC	166.77
	PUD	ACCT #202689105	WASTE WATER TREATMENT	171.82
	PUD	ACCT #202030078	TRANSPORTATION	175.91
	PUD	ACCT #220731285	STREET LIGHTING	195.46
	PUD	ACCT #220838882	TRAFFIC CONTROL DEVICES	208.27
	PUD	ACCT #202000329	PARK & RECREATION FAC	242.13
	PUD	ACCT #200625382	SEWER LIFT STATION	265.65
	PUD	ACCT #220761175	OPERA HOUSE	305.06
	PUD	ACCT #223521238	STORM DRAINAGE	342.42

CITY OF MARYSVILLE
INVOICE LIST

FOR INVOICES FROM 4/1/2026 TO 4/1/2026

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
194097	PUD	ACCT #221100092	NON-DEPARTMENTAL	398.39
	PUD	ACCT #201021607	PARK & RECREATION FAC	490.02
	PUD	ACCT #201021698	PARK & RECREATION FAC	537.22
	PUD	ACCT #202499489	PARK & RECREATION FAC	541.08
	PUD	ACCT #200223857	PARK & RECREATION FAC	609.27
	PUD	ACCT #202689287	WASTE WATER TREATMENT	1,161.11
	PUD	ACCT #200586485	SEWER LIFT STATION	1,286.35
	PUD	ACCT #223505728	NON-DEPARTMENTAL	1,929.84
	PUD	ACCT #223003021	NON-DEPARTMENTAL	10,762.64
194098	PYE-BARKER FIRE	VIDEO MONITORING	POLICE PATROL	262.56
194099	REECE TRUCKING	PAVEMENT PRESERVATION/RETAINAGE	MARYSVILLE TBD	-466.23
	REECE TRUCKING	BARK	ROADSIDE VEGETATION	163.95
	REECE TRUCKING		ROADSIDE VEGETATION	327.90
	REECE TRUCKING	BARKING	ROADSIDE VEGETATION	327.90
	REECE TRUCKING	BARK	ROADSIDE VEGETATION	491.85
	REECE TRUCKING		ROADSIDE VEGETATION	491.85
	REECE TRUCKING	BARKING	ROADSIDE VEGETATION	491.85
	REECE TRUCKING	PAVEMENT PRESERVATION/RETAINAGE	GENL GVRNMNT SERVICES	9,324.60
194100	ROBERT DROLL LANDSCAPE	DESIGN SERVICE	GMA-PARKS	537.50
194101	ROBERTS, JOHN	REFUND - PILATES	PARKS-RECREATION	13.00
	ROBERTS, JOHN		PARKS-RECREATION	13.00
194102	ROTH, JERAMIE	REIMBURSEMENT - MILEAGE/MEALS	PARK & RECREATION FAC	104.77
194103	SALVATION ARMY	REFUND - OPERA HOUSE DEPOSIT	GENERAL FUND	250.00
194104	SANDOVAL, ERIKA	REFUND - DISCOVER ART	PARKS-RECREATION	56.00
194105	SIMS, JAMES & WANDA	UTILITY TAX REBATE	NON-DEPARTMENTAL	94.59
194106	SNO CO AUDITOR	RECORDING OF TCE	GMA-PARKS	307.50
	SNO CO AUDITOR		GMA-PARKS	308.50
194107	SNO CO PUBLIC WORKS	SOLID WASTE CHARGES - FEB 26	ROADSIDE VEGETATION	269.00
	SNO CO PUBLIC WORKS	SOLID WASTE CHARGES - JAN 26	STORM DRAINAGE	6,700.00
	SNO CO PUBLIC WORKS	SOLID WASTE CHARGES - FEB 26	SOLID WASTE OPERATIONS	313,072.00
	SNO CO PUBLIC WORKS	SOLID WASTE CHARGES - JAN 26	SOLID WASTE OPERATIONS	352,608.00
194108	SNO CO SHERIFF & POL	MEMBERSHIP FEES	POLICE ADMINISTRATION	75.00
194109	SNO CO TREASURER	CREDIT MEMO	DETENTION & CORRECTION	-0.52
	SNO CO TREASURER	INMATE HOUSING - FEB 2026	DETENTION & CORRECTION	32,931.94
194110	SOREN, MICHELLE	REFUND - DRAWING	PARKS-RECREATION	18.00
194111	SORIANO, ANGELA	REFUND - PILATES	PARKS-RECREATION	13.00
194112	SPRAGUE PEST SOLUTION	EXTERIOR RODENT SERVICE	SOLID WASTE OPERATIONS	90.13
	SPRAGUE PEST SOLUTION		MAINT OF GENL PLANT	90.14
	SPRAGUE PEST SOLUTION	PEST CONTROL SERVICE	PARK & RECREATION FAC	136.75
194113	SRC LAND DEVELOPMENT	HYDRANT METER FEES	WATER-UTILITIES/ENVIRONMN	-278.50
	SRC LAND DEVELOPMENT		WATER/SEWER OPERATION	1,150.00
194114	STARCHASE LLC	STARCHASE SUBSCRIPTION - 5 YR	POLICE PATROL	78,768.00
194115	STEWART, AMANDA	LEEDA LEADERSHIP TRAINING	POLICE INVESTIGATION	494.50
194116	SUNBELT RENTALS	SOD CUTTER RENTAL	PARK & RECREATION FAC	199.99
	SUNBELT RENTALS	PLAYGROUND REPAIR MATERIALS	PARK & RECREATION FAC	462.34
194117	SZECHENYI, DESI	REIMBURSEMENT - MILEAGE	PARK & RECREATION FAC	79.75
194118	TAYLORS EXCAVATORS	HYDRANT METER RENTAL FEES	WATER-UTILITIES/ENVIRONMN	-236.50
	TAYLORS EXCAVATORS		WATER/SEWER OPERATION	1,150.00
194119	TRAFFIC SAFETY STORE	RIVET TOOL, WRENCH	TRANSPORTATION	218.38
194120	USA BLUEBOOK	LAB SUPPLIES	WASTE WATER TREATMENT	288.01
	USA BLUEBOOK	REPLACEMENT TURBIDIMETER	WATER FILTRATION PLANT	9,846.90
194121	VESTIS GROUP INC.	LINEN SERVICE	OPERA HOUSE	162.51

CITY OF MARYSVILLE
INVOICE LIST

FOR INVOICES FROM 4/1/2026 TO 4/1/2026

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
194122	VIOLA, STEFANIE	REFUND - PILATES	PARKS-RECREATION	13.00
194123	WASTE MANAGEMENT	SPECIAL SOLID WASTE SERVICE	WASTE WATER TREATMENT PLANT	3,276.38
194124	WASTEQUIP	STEEL CONTAINERS	SOLID WASTE OPERATIONS	13,376.34
	WASTEQUIP	CONTAINERS	SOLID WASTE OPERATIONS	18,984.19
	WASTEQUIP	STEEL CONTAINERS	SOLID WASTE OPERATIONS	23,011.20
	WASTEQUIP	CONTAINERS	SOLID WASTE OPERATIONS	24,930.96
194125	WESTERN EQUIPMENT	COVER PLATE, MULCH PLUG	PARK & RECREATION FAC	12.57
	WESTERN EQUIPMENT	NOWER SUPPLIES	PARK & RECREATION FAC	12.57
194126	WESTERN SYSTEMS	INDICATOR LIGHT	TRANSPORTATION EQUIPMENT	24.46
194127	WET RABBIT EXPRESS	CAR WASHES - PW	EQUIPMENT RENTAL	28.80
194128	WOOD, MADDIE	REFUND - PILATES	PARKS-RECREATION	13.00
194129	YEPEZ, PAOLA	REFUND - CAMP	PARKS-RECREATION	60.00
194130	ZENDER, DENNIS	REFUND - PERMIT FEE/FIXTURES	COMMUNITY DEVELOPMENT	119.00
	ZENDER, DENNIS		NON-BUS LICENSES AND PERMITS	250.00
194131	ZIPLY FIBER	WIRELESS PHONES	POLICE ADMINISTRATION	63.66
	ZIPLY FIBER		POLICE PATROL	63.66
	ZIPLY FIBER		COMMUNICATION CENTER	63.66
	ZIPLY FIBER		UTILITY BILLING	63.66
	ZIPLY FIBER		GENERAL	63.66
	ZIPLY FIBER		GOLF ADMINISTRATION	63.66
	ZIPLY FIBER		COMMUNITY DEVELOPMENT GENL	127.31
	ZIPLY FIBER		DETENTION & CORRECTION	127.31
	ZIPLY FIBER		OFFICE OPERATIONS	127.31
	ZIPLY FIBER		GOLF ADMINISTRATION	127.31
	ZIPLY FIBER		FACILITY MAINTENANCE	195.80
	ZIPLY FIBER		RECREATION SERVICES	254.62
	ZIPLY FIBER		WASTE WATER TREATMENT PLANT	318.28
	ZIPLY FIBER		UTIL ADMIN	318.28

WARRANT TOTAL: **1,706,284.13**

BRITTNI & SCOTT STEWART	INITIATOR ERROR	192451	224.37
WANDA SIMS	CHECK LOST/DAMAGED	193815	94.59

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

WARRANT TOTAL: **$1,705,965.17**

Agenda Bill

AGENDA ITEM NO. 1.

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 13, 2026

SUBMITTED BY: Sarah Lavelle, Emergency Preparedness Manager

PRESENTED BY: Sarah Lavelle, Emergency Preparedness Manager

ITEM TYPE: Agreement

AGENDA SECTION: New Business

SUBJECT:

Emergency Management Performance Grant (E26-214)

SUGGESTED ACTION:

Recommended Motion: I move to authorize the Mayor to sign and execute the Emergency Management Performance Grant agreement (E26-214).

SUMMARY

The Emergency Management Performance Grant is awarded to support the City's emergency management program. This grant comes from the Federal Emergency Management Agency (FEMA) and is administered through the Washington State Military Department. The total grant amount is $34,627.

ATTACHMENTS:
E26-214 City of Marysville 25EMPG

Washington State Military Department
EMERGENCY MANAGEMENT PERFORMANCE GRANT AGREEMENT FACE SHEET

1. Subrecipient Name and Address: **City of Marysville** **501 Delta Ave** **Marysville, WA 98270**	2. Grant Agreement Amount: **$34,627**	3. Grant Agreement Number: **E26-214**
4. Subrecipient Contact, phone/email: **Sarah Lavelle, 360-363-8096** **slavelle@marysvillewa.gov**	5. Grant Agreement Start Date: **June 1, 2025**	6. Grant Agreement End Date: **October 31, 2026**
7. Department Contact, phone/email: **Ben Olson, 253-512-7224** **benjamin.olson@mil.wa.gov**	8. Unique Entity Identifier (UEI): **KENDBGSMVPQ7**	9. UBI # (state revenue): **314-000-001**

10. Funding Authority:
Washington State Military Department (the "DEPARTMENT") and the **U.S. Department of Homeland Security** (DHS)

11. Federal Award ID # (FAIN): **EMS-2025-EP-05001**	12. Federal Award Date: **02/06/2026**	13. Assistance Listings # & Title: **97.042 (25EMPG)**
14. Total Federal Amount: **$6,835,572**	15. Program Index # & OBJ/SUB-OBJ: **753PT NZ**	16. EIN: **91-6001459**
17. Service Districts: (BY LEGISLATIVE DISTRICT): **38,39,44** (BY CONGRESSIONAL DISTRICT): **2**	18. Service Area by County(ies): **Snohomish**	19. Women/Minority-Owned, State Certified: ☒ N/A ☐ NO ☐ YES, OMWBE #_____

20. Agreement Classification: ☐ Personal Services ☐ Client Services ☒ Public/Local Gov't ☐ Research/Development ☐ A/E ☐ Other_____	21. Contract Type (check all that apply): ☐ Contract ☒ Grant ☒ Agreement ☐ Intergovernmental (RCW 39.34) ☐ Interagency
22. Subrecipient Selection Process: ☒ "To all who apply & qualify" ☐ Competitive Bidding ☐ Sole Source ☐ A/E RCW ☐ N/A ☐ Filed w/OFM? ☐ Advertised? ☐ YES ☐ NO	23. Subrecipient Type (check all that apply): ☐ Private Organization/Individual ☐ For-Profit ☒ Public Organization/Jurisdiction ☐ Non-Profit ☐ CONTRACTOR ☒ SUBRECIPIENT ☐ OTHER

24. PURPOSE & DESCRIPTION:

The purpose of the Fiscal Year (FY) 2025 Emergency Management Performance Grant (25EMPG) program is to provide U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) Federal award funds to states to assist state, local, territorial, and tribal governments in preparing for all hazards through sustainment and enhancement of those programs as described in the Work Plan.

The Department is the Recipient and Pass-through Entity of the 25EMPG DHS Award Letter for Grant No. EMS-2025-EP-05001 ("Grant"), which is incorporated in and attached hereto as Attachment C and has made a subaward of Federal award funds to the Subrecipient pursuant to this Agreement. The Subrecipient is accountable to the Department for use of Federal award funds provided under this Agreement and the associated matching funds.

IN WITNESS WHEREOF, the Department and Subrecipient acknowledge and accept the terms of this Agreement, including all referenced Attachments which are hereby incorporated in and made a part hereof, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Attachment A); General Terms and Conditions (Attachment B); 25EMPG Award Letter EMS-2025-EP-05001 (Attachment C); Work Plan (Attachment D); Timeline (Attachment E); Budget (Attachment F); Build America, Buy America Act Self-Certification (Attachment G); and all other documents expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

1. **Applicable Federal and State Statutes and Regulations**
2. **DHS/FEMA Award and program documents**
3. **Work Plan, Timeline, and Budget**
4. **Special Terms and Conditions**
5. **General Terms and Conditions, and,**
6. **Other provisions of the Agreement incorporated by reference**

WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below.

FOR THE DEPARTMENT:

_____
Signature Date
Seth Daniel Nickerson, Chief Financial Officer
Washington State Military Department

BOILERPLATE APPROVED AS TO FORM:
David Merchant October 1, 2025
Assistant Attorney General

FOR THE SUBRECIPIENT:

_____
Signature Date
Jon Nehring, Mayor
City of Marysville

APPROVED AS TO FORM (if applicable):

_____
Signature Date

SPECIAL TERMS AND CONDITIONS

ARTICLE I. KEY PERSONNEL

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

	SUBRECIPIENT		DEPARTMENT
Name	**Sarah Lavelle**	Name	**Ben Olson**
Title	**Emergency Preparedness Manager**	Title	**Program Coordinator**
Email	**slavelle@marysvillewa.gov**	Email	**benjamin.olson@mil.wa.gov**
Phone	**360-363-8096**	Phone	**253-512-7224**
Name	**Kassidy Aldrich**	Name	**Peter Drance**
Title	**Emergency Preparedness Specialist**	Title	**Program Manager**
Email	**kaldrich@marysvillewa.gov**	Email	**peter.drance@mil.wa.gov**
Phone	**360-363-8718**	Phone	**253-512-7322**
Name		Name	**General Information**
Title			
Email		Email	**preparedness.grants@mil.wa.gov**
Phone			

ARTICLE II. ADMINISTRATIVE AND/OR FINANCIAL REQUIREMENTS

The Subrecipient shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 25EMPG Program, including, but not limited to, all criteria, restrictions, and requirements of "*The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year 2025 Emergency Management Performance Grant Program*" (hereafter "the NOFO"), the *Preparedness Grants Manual*, FM-207-23-0001 August 2025 (hereafter "the Manual"), the DHS Award Letter for the Grant, and the federal regulations commonly applicable to DHS/FEMA grants, all of which are incorporated herein by reference. The *DHS Award Letter* is incorporated in this Agreement as Attachment C.

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

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

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

1. SUBAWARDS & CONTRACTS BY SUBRECIPIENT

a. The Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 25EMPG funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.331.

b. If the Subrecipient becomes a pass-through entity by making a subaward to a subrecipient:

i. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of 25EMPG funds, including, but not limited to, those contained in 2 CFR 200.

ii. The Subrecipient shall require its subrecipient(s) to comply with all applicable state and federal laws, rules, regulations, requirements, and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 25EMPG Program, including, but not limited to, all criteria, restrictions, and requirements of the NOFO, the Manual,

the DHS Award Letter for the Grant in Attachment C, and the federal regulations commonly applicable to DHS/FEMA grants.

iii. The Subrecipient shall be responsible to the Department for ensuring that all 25EMPG federal award funds provided to its subrecipients, and associated matching funds, are used in accordance with applicable federal and state statutes and regulations, and the terms and conditions of the federal award set forth in this agreement (Attachment C).

iv. The Subrecipient must follow their own policies and procedures to eliminate or reduce the impact of conflicts of interest when making subawards, adhering to any applicable federal or state statutes or regulations. Any real or potential conflicts of interest must be reported to the Department in writing upon discovery.

2. BUDGET, REIMBURSEMENT, AND TIMELINE

a. Within the total Grant Agreement Amount, travel, subcontracts, salaries, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis upon completion unless otherwise provided in this Agreement.

b. The maximum amount of all reimbursement requests permitted to be submitted under this Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Agreement Amount.

c. If the Subrecipient chooses to include indirect costs within the Budget (Attachment F), additional documentation is required based on the applicable situation. As described in 2 CFR 200.414 and Appendix VII to 2 CFR 200:

i. If the Subrecipient receives direct funding from any Federal agency(ies), documentation of the rate must be submitted to the Department Key Personnel per the following:

A. More than $35 million, the approved indirect cost rate agreement negotiated with its federal cognizant agency.

B. Less than $35 million, the indirect cost proposal developed in accordance with Appendix VII of 2 CFR 200 requirements.

ii. If the Subrecipient does not receive direct federal funds (i.e., only receives funds as a subrecipient), the Subrecipient must either elect to charge a de minimis rate of fifteen percent (15%) or 15% of modified total direct costs or choose to negotiate a higher rate with the Department.

d. For travel costs, the Subrecipient shall comply with 2 CFR 200.475 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at https://www.gsa.gov, and follow the most restrictive. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without written approval by Department Key Personnel. All international travel requires prior FEMA approval. All international travel requires prior FEMA approval.

e. Reimbursement requests will include a properly completed State A-19 Invoice Form and Reimbursement Spreadsheet (in the format provided by the Department) detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted to Reimbursements@mil.wa.gov no later than the due dates listed within the Timeline (Attachment E).

Reimbursement request totals should be commensurate to the time spent processing by the Subrecipient and the Department.

f. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the Subrecipient consistent with record retention requirements of this Agreement and be made available upon request by the Department and auditors.

g. The Subrecipient must request **prior** written approval from Department Key Personnel to waive or extend a due date in the Timeline (Attachment E). Waiving or missing deadlines serves as an indicator for assessing an agency's level of risk of noncompliance with the regulations, requirements, and the terms and conditions of the Agreement and may increase required monitoring activities. For waived or extended reimbursement due dates, all allowable costs should be submitted on the next scheduled reimbursement due date contained in the Timeline. This request must be submitted to the Department Key Personnel **sufficiently in advance** of the due date to provide adequate time for Department review and consideration and may be granted or denied within the Department's sole discretion.

h. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the Department within the time period notated in the Timeline (Attachment E) except as otherwise authorized by either (1) written amendment of this Agreement or (2) written notification from the Department to the Subrecipient to provide additional time for completion of the Subrecipient's project(s). If funds are not required, the Subrecipient shall notify the Department Key Personnel.

i. All costs for equipment and supplies must be incurred and received before the Grant Agreement End Date.

j. Failure to submit timely, accurate, and complete reports and reimbursement requests as required by this Agreement (including, but not limited to, those reports in the Timeline [Attachment E]) will prohibit the Subrecipient from being reimbursed until such reports and reimbursement requests are submitted and the Department has had reasonable time to conduct its review.

k. Final reimbursement requests will not be approved for payment until the Subrecipient is current with all reporting requirements contained in this Agreement.

l. A written amendment will be required if the Subrecipient expects cumulative transfers to approved, direct budget categories, as identified in the Budget (Attachment F), to exceed ten percent (10%) of the Grant Agreement Amount. Any changes to budget category totals not in compliance with this paragraph will not be reimbursed without approval from the Department.

m. Subrecipients shall only use federal award funds under this Agreement to supplement existing funds and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The Subrecipient may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

3. REPORTING

a. With each reimbursement request, the Subrecipient shall report how the expenditures, for which reimbursement is sought, relate to the Work Plan (Attachment D) activities in the format provided by the Department.

b. With the final reimbursement request, the Subrecipient shall submit a final report to Reimbursements@mil.wa.gov (in the format provided by the Department) describing all completed activities under this Agreement, status of training course completion by individual personnel, how the match was met and documented, and progress made with NQS implementation.

c. The Subrecipient shall comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to the Department an Audit Certification/FFATA Form. This form is required to be completed once per calendar year, per Subrecipient, and not per agreement. The Department's Contracts Office will request the Subrecipient submit an updated form at the beginning of each calendar year in which the Subrecipient has an active agreement.

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

4. NIMS COMPLIANCE

a. The National Incident Management System (NIMS) identifies concepts and principles that answer how to manage emergencies from preparedness to recovery regardless of their cause, size, location, or complexity. NIMS provides a consistent, nationwide approach and vocabulary for multiple agencies or jurisdictions to work together to build, sustain, and deliver the core capabilities needed to achieve a secure and resilient nation.

b. Consistent implementation of NIMS provides a solid foundation across jurisdictions and disciplines to ensure effective and integrated preparedness, planning, and response. NIMS empowers the components of the National Preparedness System, a requirement of Presidential Policy Directive 8, to guide activities within the public and private sector and describes the planning, organizational activities, equipping, training, and exercising needed to build and sustain the core capabilities in support of the National Preparedness Goal.

c. In order to receive federal preparedness funding from the Department, the Subrecipient must ensure and maintain adoption and implementation of NIMS. See Agreement Attachment A, Article II section 3.c. for associated reporting requirements. The list of objectives used for progress and achievement reporting can be found at https://www.fema.gov/emergency-managers/nims/implementation-training.

d. FEMA requires phased implementation of the National Qualification System (NQS) for EMPG subrecipients. The NQS Implementation Objectives reflect the concepts and principles contained in NQS doctrine and aim to promote consistency in NQS implementation nationwide. Subrecipients will be considered in compliance with NQS requirements as long as they are working towards implementing the NQS Implementation Objectives which can be found at https://www.fema.gov/sites/default/files/documents/fema_nims-nqs-implementation-objectives_fact-sheet.pdf. Only EMPG-funded deployable personnel (determined by the Subrecipient) will be required to meet NQS certification requirements.

For 25EMPG NQS Phase 3 of implementation, Subrecipients must:

i. Execute NQS Implementation Plan, revising as necessary.

ii. Work towards issuing Position Task Books to designated deployable personnel.

iii. Ensure designated deployable personnel show progress in working toward Position Task Book completion and meet the minimum training requirements for their job title/position qualification.

iv. Track qualification, certification and credentialling for deployable personnel.

v. Describe the status of implementation as a part of the annual NIMS survey conducted by EMD staff at the end of the calendar year.

5. EQUIPMENT AND SUPPLY MANAGEMENT

a. The Subrecipient and any subrecipient to which the Subrecipient makes a subaward shall comply with 2 CFR 200.317 through 200.327, and all Washington State procurement statutes, when procuring any equipment or supplies under this Agreement, 2 CFR 200.313 for management of equipment, and 2 CFR 200.314 for management of supplies, to include, but not limited to:

i. Upon successful completion of the terms of this Agreement, all equipment and supplies purchased through this Agreement will be owned by the Subrecipient, or a recognized subrecipient to which the Subrecipient has made a subaward, for which a contract, subrecipient grant agreement, or other means of legal transfer of ownership is in place.

ii. All equipment, and supplies as applicable, purchased under this Agreement will be recorded and maintained in the Subrecipient's inventory system.

iii. Inventory system records shall include:

A. Description of the property.

B. Manufacturer's serial number, or other identification number.

C. Funding source for the property, including the Federal Award Identification Number (FAIN) (Face Sheet, Box 11).

D. Assistance Listings Number (Face Sheet, Box 13).

E. Who holds the title.

F. Acquisition date.

G. Cost of the property and the percentage of federal participation in the cost.

H. Location, use, and condition of the property at the date the information was reported.

I. Disposition data including the date of disposal and sale price of the property.

iv. The Subrecipient shall take a physical inventory of the equipment, and supplies as applicable, and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Subrecipient to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.

v. The Subrecipient shall be responsible for any and all operational and maintenance expenses and for the safe operation of the equipment and supplies including all questions of liability. The Subrecipient shall develop appropriate maintenance schedules and procedures to ensure the equipment, and supplies as applicable, are well maintained and kept in good operating condition.

vi. The Subrecipient shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated, and a report generated and sent to the Department's Key Personnel.

vii. The Subrecipient must obtain and maintain all necessary certifications and licenses for the equipment.

viii. If the Subrecipient is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return. For disposition, if upon termination or at the Grant Agreement End Date, when original or replacement supplies or equipment acquired under a federal award are no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Subrecipient must comply with the following procedures:

A. For Supplies: If there is a residual inventory of unused supplies exceeding $10,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other federal award, the Subrecipient must retain the supplies for use on other activities or sell them, but must, in either case, compensate the federal government for its share. The amount of compensation must be computed in the same manner as for equipment.

B. For Equipment:

1) Items with a current per-unit fair-market value of $10,000 or less may be retained, sold, transferred, or otherwise disposed of with no further obligation to the federal awarding agency.

2) Items with a current per-unit fair-market value in excess of $10,000 may be retained or sold. The Subrecipient shall compensate the federal awarding agency in accordance with the requirements of 2 CFR 200.313 (e) (2).

C. Notify Department Key Personnel to initiate the disposition process by the federal awarding agency.

ix. Records for equipment shall be retained by the Subrecipient for a period of six (6) years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six-year period, the records shall be retained by the Subrecipient until all litigation, claims, or audit findings involving the records have been resolved.

b. The Subrecipient shall comply with the Department's Purchase Review Process, which is incorporated by reference and made part of this Agreement. No reimbursement will be provided unless the appropriate approval has been received.

c. Allowable equipment categories for the grant program are listed on the Authorized Equipment List (AEL) located on the FEMA website at https://www.fema.gov/grants/guidance-tools/authorized-equipment-list. It is important that the Subrecipient and any subrecipient to which the Subrecipient makes a subaward regard the AEL as an authorized purchasing list identifying items allowed under the specific grant program; the AEL includes items that may not be categorized as equipment according to the federal, state, local, and tribal definitions of equipment. The Subrecipient is solely responsible for ensuring and documenting purchased items under this Agreement are authorized as allowed items by the AEL at time of purchase.

If the item is not identified on the AEL as allowable under the grant program, the Subrecipient must contact the Department Key Personnel for assistance in seeking FEMA approval **prior** to acquisition.

d. Equipment might require more than one waiver. The Subrecipient must contact the Department Key Personnel for assistance in identifying what waivers are needed for FEMA approval prior to acquisition.

e. Equipment purchases (those with a current per-unit fair market value in excess of $10,000) must be identified and explained to the Department. Use, management, and disposition of such equipment is subject to requirements outlined in 2 CFR 200.313. Before making such purchases, the Subrecipient should analyze the cost benefits of purchasing versus leasing equipment, especially those subject to rapid technical advances.

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

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

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

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

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

iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

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

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

i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or

iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

i. The Subrecipient must pass through equipment and supply management requirements that meet or exceed the requirements outlined above to any subrecipient to which the Subrecipient makes a subaward under this Agreement.

6. ENVIRONMENTAL AND HISTORICAL PRESERVATION

a. The Subrecipient shall ensure full compliance with the DHS/FEMA Environmental Planning and Historic Preservation (EHP) program. EHP program information can be found at https://www.fema.gov/grants/guidance-tools/environmental-historic all of which are incorporated in and made a part of this Agreement.

b. Projects that have historical impacts or the potential to impact the environment, **including, but not limited to**, construction of communication towers; modification or renovation of existing buildings, structures and facilities; installation of sonar system; or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process prior to initiation. Modification of existing buildings, including minimally invasive improvements such as attaching monitors to interior walls, and training or exercises occurring outside in areas not considered previously disturbed, also require a DHS/FEMA EHP review before project initiation.

c. The EHP review process involves the submission of a detailed project description that includes the entire scope of work, including any alternatives that may be under consideration, along with supporting documentation so FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties.

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

7. PROCUREMENT

The Subrecipient shall comply with all procurement requirements of 2 CFR Part 200.317 through 200.327 and as specified in the General Terms and Conditions (Attachment B, A.10).

a. For all contracts expected to exceed the simplified acquisition threshold, per 2 CFR 200.1, the Subrecipient must notify the Department. The Department may request pre-procurement documents, such as request for proposals, invitations for bids and independent cost estimates. This requirement must be passed on to any subrecipient to which the Subrecipient makes a subaward, at which point the Subrecipient will be responsible for requesting and reviewing pre-procurement documents.

b. For all sole source contracts expected to exceed the micro-purchase threshold per 2 CFR 200.1, the Subrecipient must submit justification to the Department for review and approval. This requirement must be passed on to any subrecipient to which the Subrecipient makes a subaward, at which point the Subrecipient will be responsible for reviewing and approving sole source justifications to any subrecipient to which Subrecipient makes any award.

c. The Subrecipient as well as its contractors and subcontractors must comply with the Build America, Buy America Act (BABAA), which was enacted as a part of the Infrastructure Investment and Jobs Act §§ 70901-70297, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. BABAA requires any infrastructure project receiving federal funding must ensure:

   i. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from initial melting stage through the application of coatings, occurred in the United States.

   ii. All manufactured products must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States must be greater than 55% of the total cost of all minimum amount of domestic content of manufactured product, unless subject to another standard.

   iii. All construction materials are manufactured in the United States. This means that all manufacturing processes for construction material occurred in the United States.

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

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

   ii. Infrastructure, for the purposes of BABAA, includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways and bridges;

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

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

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

8. SUBRECIPIENT MONITORING

a. The Department will monitor the activities of the Subrecipient from award to closeout. The goal of the Department's monitoring activities is to ensure that subrecipients receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.

b. To document compliance with 2 CFR Part 200 Subpart F requirements, the Subrecipient shall complete and return to the Department an *Audit Certification/FFATA Form*. Reporting requirements are referenced in section 3.d.

c. Monitoring activities may include, but are not limited to:

i. Review of financial and performance reports

ii. Monitoring and documenting the completion of Agreement deliverables

iii. Documentation of phone calls, meetings (e.g. agendas, sign-in sheets, meeting minutes), e-mails and correspondence

iv. Review of reimbursement requests and supporting documentation to ensure allowability and consistency with Agreement Work Plan, Budget, and federal requirements

v. Observation and documentation of Agreement related activities, such as exercises, training, events, and equipment demonstrations

vi. On-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables

d. The Subrecipient is required to meet or exceed the monitoring activities, as outlined above, for any subrecipient to which the Subrecipient makes a subaward as a pass-through entity under this Agreement.

e. Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a Corrective Action Plan.

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

a. The Subrecipient must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. FEMA Policy FP-256-23-001 (www.fema.gov/sites/default/files/documents/fema_)policy-language-access.pdf) further stresses this requirement applies to anyone awarded FEMA funding. Complying with the requirement to provide meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services, selecting language services, and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on https://www.lep.gov.

b. Subrecipients are encouraged to perform and document their analysis of the most appropriate language assistance services necessary to ensure a LEP individual has meaningful access to the Subrecipient's programs and activities. The analysis should consider

i. The number or proportion of LEP individuals eligible to be served or likely encountered by the program

ii. The frequency with which LEP individuals come in contact with the program

iii. The nature and importance of the program, activity, or service provided by the program to people's lives

iv. The resources available to the program and costs

B. EMPG PROGRAM SPECIFIC REQUIREMENTS

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

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

a. The Subrecipient shall use the EMPG funds authorized under this Agreement only to perform tasks as described in the Work Plan (Attachment D) and the Subrecipient's approved application for funding, incorporated into this Agreement.

b. Funding may not be used to replace or supplant non-federal funding of emergency management programs.

c. The Subrecipient shall provide a fifty percent (50%) cash match from non-federal source(s). The Federal share applied toward the EMPG budget shall not exceed fifty percent of the total budget as submitted and approved in the application and documented in the Budget (Attachment F). To meet matching requirements, the Subrecipient's cash matching contributions must be verifiable, reasonable, allowable, allocable, and necessary under the grant program and must comply with all state and Federal requirements and regulations, including, but not limited to, 2 CFR Part 200. An appropriate mechanism must be in place to capture, track, and document matching funds.

d. To gather data for the required FEMA deliverables (i.e., Stakeholder Preparedness Review [SPR], Threat Hazard Identification and Risk Assessment [THIRA]), EMD is continuing the pilot of the three-year County Emergency Preparedness Assessment (CEPA) process with workshops occurring in a third of the 39 counties each calendar year 2024-2026. All Subrecipients that have not completed a CEPA workshop in calendar year 2024 or 2025, **must** participate in and complete a CEPA workshop located in their county in calendar year 2026to receive EMPG funding.

e. Subrecipients shall participate in the State's Integrated Preparedness Planning Workshop (IPPW). Non-participation may result in withholding funding under future grant years.

f. If funding is allocated to non-FEMA training, the Subrecipient must request **prior** written approval from the Department Key Personnel before attending the training. The Department will coordinate approval with the State Training Point of Contact. Pursuant to DHS/FEMA Grant Programs Directorate Information Bulletin No. 432, Review and Approval Requirements for Training Courses Funded Through Preparedness Grants, https://www.fema.gov/sites/default/files/2020-04/Training_Course_Review_and_Approval_IB_Final_7_19_18.pdf, the training must fall within the FEMA mission scope and be in alignment with the Subrecipient's Emergency Operations Plan. This requirement only applies to training courses and does not include attendance at conferences. Furthermore, additional federal approvals are required for courses that relate to Countering Violent Extremism prior to attendance.

g. All personnel funded under this Agreement shall complete and record proof of completion of:

   i. NIMS training Independent Study (IS): IS-100, IS-200, IS-700, and IS-800, and

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

C. DHS TERMS AND CONDITIONS

As a Subrecipient of 25EMPG funding, the Subrecipient shall comply with all applicable DHS terms and conditions of the 25EMPG Award Letter and its incorporated documents for the Grant, which are incorporated and made a part of this Agreement as Attachment C.

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

A.1 DEFINITIONS

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

a. "**Agreement**" means this Grant Agreement.

b. "**Department**" means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department. The Department is a recipient of a federal award directly from a federal awarding agency and is the pass-through entity making a subaward to a Subrecipient under this Agreement.

c. "**Monitoring Activities**" means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities, and policies.

d. "**Subrecipient**" when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the Department. However, the definition of "Subrecipient" is the same as in 2 CFR 200.1 for all other purposes.

A.2 ADVANCE PAYMENTS PROHIBITED

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

A.3 AMENDMENTS AND MODIFICATIONS

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

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

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

Except as provided herein, the Subrecipient must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication. If the ADA does not apply to the Subrecipient because the Subrecipient is a federal recognized Indian Tribe, then the acceptance by the Tribe of, or acquiescence to, these General Terms and Conditions does not change or alter its inapplicability to the Indian Tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

A.5 ASSURANCES

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

A.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

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

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

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

A.7 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

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

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

The Subrecipient and all its contractors and subrecipients shall comply with, and the Department is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

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

A.9 CONFLICT OF INTEREST

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

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

A.10 CONTRACTING & PROCUREMENT

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

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

   1) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

   2) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be effected and the basis for settlement.

   3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "*Equal Employment Opportunity*" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "*Amending Executive Order 11246 Relating to Equal Employment Opportunity*," and implementing regulations at 41 CFR part 60, "*Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor*."

   4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "*Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction*"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must

be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6) Rights to Inventions Made Under a Contract or Agreement. If the federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "*Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements*," and any implementing regulations issued by the awarding agency.

7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "*Debarment and Suspension*." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

10) Procurement of recovered materials -- As required by 2 CFR 200.323, a non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds

$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11) Notice of federal awarding agency requirements and regulations pertaining to reporting.

12) Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.

13) Access by the Department, the Subrecipient, the federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

14) Retention of all required records for six (6) years after the Subrecipient has made final payments and all other pending matters are closed.

15) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).

16) Pursuant to Executive Order 13858 "*Strengthening Buy-American Preferences for Infrastructure Projects*," and as appropriate and to the extent consistent with law, the Subrecipient should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, as required in 2 CFR Part 200.322, in every contract, subcontract, purchase order, or sub-award that is chargeable against federal financial assistance awards.

17) Per 2 C.F.R. § 200.216, prohibitions regarding certain telecommunications and video surveillance services or equipment are mandated by *section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018)*.

b. The Department reserves the right to review the Subrecipient's procurement plans and documents and require the Subrecipient to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.317 through 200.327. The Subrecipient must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the Subrecipient and Department to make a determination on eligibility of project costs.

c. All contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

A.11 DISCLOSURE

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

A.12 DISPUTES

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

A.13 LEGAL RELATIONS

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

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

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

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

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

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

A.14 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

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

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

A.15 LOSS OR REDUCTION OF FUNDING

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

A.16 NONASSIGNABILITY

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

A.17 NONDISCRIMINATION

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

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

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

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

A.18 NOTICES

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

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

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

A.20 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

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

A.21 POLITICAL ACTIVITY

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

A.22 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

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

A.23 PUBLICITY

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

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

A.24 RECAPTURE PROVISION

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

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

A.25 RECORDS

a. The Subrecipient agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the Subrecipient's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").

b. The Subrecipient's records related to this Agreement and the projects funded may be inspected and audited by the Department or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the Subrecipient with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.

c. The records shall be made available by the Subrecipient for such inspection and audit, together with suitable space for such purpose, at any and all times during the Subrecipient's normal working day.

d. The Subrecipient shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) years must be followed.

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

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

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

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

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

A.27 SEVERABILITY

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

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

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

Subrecipients of a federal award, that expend **$1,000,000** or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Subrecipients that spend less than **$1,000,000** a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part

200 Subpart F. As defined in 2 CFR Part 200, the term "subrecipient" means an entity that receives a subaward from a pass-through entity to carry out part of a federal award.

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

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

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

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

OR

Contracts.Office@mil.wa.gov

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

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

A.29 SUBRECIPIENT NOT EMPLOYEE

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

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

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

A.30 TAXES, FEES AND LICENSES

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

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

A.31 TERMINATION FOR CONVENIENCE

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

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

A.32 TERMINATION OR SUSPENSION FOR LOSS OF FUNDING

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

A.33 TERMINATION OR SUSPENSION FOR CAUSE

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

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

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

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

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

A.34 TERMINATION PROCEDURES

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

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

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

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

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

a. Stop work under the Agreement on the date, and to the extent specified, in the notice;

b. Place no further orders or contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;

c. Assign to the Department, in the manner, at the times, and to the extent directed by the Department, all of the rights, title, and interest of the Subrecipient under the orders and contracts so terminated, in which case the Department has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;

d. Settle all outstanding liabilities and all claims arising out of such termination of orders and contracts, with the approval or ratification of the Department to the extent the Department may require, which approval or ratification shall be final for all the purposes of this clause;

e. Transfer title to the Department and deliver in the manner, at the times, and to the extent directed by the Department any property which, if the Agreement had been completed, would have been required to be furnished to the Department;

f. Complete performance of such part of the work as shall not have been terminated by the Department in compliance with all contractual requirements; and

g. Take such action as may be necessary, or as the Department may require, for the protection and preservation of the property related to this Agreement which is in the possession of the Subrecipient and in which the Department has or may acquire an interest.

A.35 MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES

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

A.36 VENUE

This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by, the laws of the state of Washington. Except for as provided herein, venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington, and the Subrecipient, by execution of this Agreement, acknowledges the jurisdiction of the courts of the state of Washington. Provides, that if the Subrecipient is a federally recognized Indian Tribe, the parties agree that, in the event either party to this Agreement commences any suit relating to or arising from the Agreement, the United States District Court for the Western District of the State of Washington shall have the sole and exclusive jurisdiction over such proceeding. If the court lacks federal

subject matter jurisdiction, then the Tribe agrees to waive its sovereign immunity from suit for the limited purpose of permitting the State to enforce the terms of this Agreement in the Superior Court of Washington under Washington law, and venue for such suit shall be the Superior Court of Thurston County, Washington. This limited waiver of sovereign immunity is solely for the benefit of the State. This limited waiver of sovereign immunity shall not be for, nor shall it be construed as for, the benefit of any other person or entity, and the Tribe does not waive its immunity with respect to any action brought by, or on behalf of, any other entity or person.

A.37 WAIVERS

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

25EMPG Award Letter
EMS-2025-EP-05001

Award Letter

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

FEMA

Effective date: 02/06/2026

Sierra Wardell
MILITARY DEPARTMENT, WASHINGTON STATE
BUILDING 1 MILITIA DR STATE FINANCIAL SERVICES
CAMP MURRAY, WA 98430

EMS-2025-EP-05001

Dear Sierra Wardell,

Congratulations on behalf of the Department of Homeland Security, your application submitted for the Fiscal Year (FY) 2025 Emergency Management Performance Grants, has been approved in the amount of $6,835,572.00 in Federal funding. This award of federal assistance is executed as a Grant. As a condition of this award, you are required to contribute non-Federal funds equal to or greater than $6,835,572.00 for a total approved budget of $13,671,144.00. Please see the Fiscal Year 2025 Emergency Management Performance Grant (EMPG) Program for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Award Summary - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- Fiscal Year (FY) 2025 Emergency Management Performance Grants Notice of Funding Opportunity
- FEMA Preparedness Grants Manual

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

Sincerely,

David Gudinas

Deputy Assistant Administrator (Acting)
Grant Programs Directorate | Resilience

Award Summary

Program: Fiscal Year 2025 Emergency Management Performance Grant
Recipient: MILITARY DEPARTMENT, WASHINGTON STATE
UEI-EFT: D2EJRGZ2PLG8
Award number: EMS-2025-EP-05001

Summary description of award

The Fiscal Year (FY) 2025 Emergency Management Performance Grant (EMPG) Program is one of the grant programs that constitute DHS/FEMA's focus on all-hazards emergency preparedness. These grant programs are part of a comprehensive set of measures authorized by Congress and implemented by DHS/FEMA to assist state, local, tribal, and territorial emergency management agencies to implement the National Preparedness System and the National Preparedness Goal of a secure and resilient nation

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	$3,715,953.00
Fringe benefits	$1,300,430.00
Travel	$651.00
Equipment	$0.00
Supplies	$4,588.00
Contractual	$0.00
Construction	$0.00
Other	$8,329,454.00
Indirect charges	$320,068.00
Federal	$6,835,572.00
Non-federal	$6,835,572.00
Total	$13,671,144.00
Program Income	$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2025 EMPG NOFO.

// due to inclusion of information with no context, pages 5-10 not included – available on request //

Of the total Federal funds, $3417786.00 has been placed on hold. See the following terms in the Agreement Articles for more details:

Article number	Title	Payment hold
Article 55	Funding Hold: Final FY 2025 Emergency Performance Management Grant (EMPG) Work Plan	$3417786.00

Agreement Articles

Program: Fiscal Year 2025 Emergency Management Performance Grant
Recipient: MILITARY DEPARTMENT, WASHINGTON STATE
UEI-EFT: D2EJRGZ2PLG8
Award number: EMS-2025-EP-05001

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Article 1	**Assurance, Administrative Requirements, Cost Principles, Representations, and Certifications** I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances, as instructed.
Article 2	**General Acknowledgements and Assurances** Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located in Title 2, Code of Federal Regulations, Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal award and permit access to facilities and personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or DHS Component program guidance. Organization costs related to data and evaluation are allowable. The definition of data and evaluation costs is in 2 C.F.R. § 200.455(c), the full text of which is incorporated by reference. V. Recipients must complete DHS Form 3095 within 60 days of receipt of the Notice of Award for the first award under which this term applies. For further instructions and to access the form, please visit: https://www.dhs.gov/civil-rightsresources-recipients-dhs-financial-assistance.
Article 3	**Acknowledgement of Federal Funding from DHS** Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

Article 4	**Activities Conducted Abroad** Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.
Article 5	**Age Discrimination Act of 1975** Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at Title 42, U.S. Code § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
Article 6	**Americans with Disabilities Act of 1990** Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
Article 7	**Best Practices for Collection and Use of Personally Identifiable Information** (1) Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. (2) Definition. DHS defines "PII" as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article 8	**CHIPS and Science Act of 2022, Public Law 117-167 CHIPS** (1) Recipients of DHS research and development (R&D) awards must report to the DHS Component research program office any finding or determination of sex based and sexual harassment and/or an administrative or disciplinary action taken against principal investigators or co-investigators to be completed by an authorized organizational representative (AOR) at the recipient institution. (2) Notification. An AOR must disclose the following information to agencies within 10 days of the date/the finding is made, or 10 days from when a recipient imposes an administrative action on the reported individual, whichever is sooner. Reports should include: (a) Award number, (b) Name of PI or Co-PI being reported, (c) Awardee name, (d) Awardee address, (e) AOR name, title, phone, and email address, (f) Indication of the report type: (i) Finding or determination has been made that the reported individual violated awardee policies or codes of conduct, statutes, or regulations related to sexual harassment, sexual assault, or other forms of harassment, including the date that the finding was made. (ii) Imposition of an administrative or disciplinary action by the recipient on the reporting individual related to a finding/determination or an investigation of an alleged violation of recipient policy or codes of conduct, statutes, or regulations, or other forms of harassment. (iii) The date and nature of the administrative/disciplinary action, including a basic explanation or description of the event, which should not disclose personally identifiable information regarding any complaints or individuals involved. Any description provided must be consistent with the Family Educational Rights in Privacy Act. (3) Definitions. (a) An "authorized organizational representative (AOR)" is an administrative official who, on behalf of the proposing institution, is empowered to make certifications and representations and can commit the institution to the conduct of a project that an agency is being asked to support as well as adhere to various agency policies and award requirements. (b) "Principal investigators and co-principal investigators" are award personnel supported by a grant, cooperative agreement, or contract under Federal law. (c) A "reported individual" refers to recipient personnel who have been reported to a federal agency for potential sexual harassment violations. (d) "Sex based harassment" means a form of sex discrimination and includes harassment based on sex, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity. (e) "Sexual harassment" means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment, whether such activity is carried out by a supervisor or by a co-worker, volunteer, or contractor.
Article 9	**Civil Rights Act of 1964 – Title VI** Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.
Article 10	**Civil Rights Act of 1968** Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection. therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 11	**Communication and Cooperation with the Department of Homeland Security and Immigration Officials** (1) All recipients and other recipients of funds under this award must agree that they will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials: (a) They must comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with DHS regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: 1) sending such information to, or requesting or receiving such information from, Federal immigration officials; 2) maintaining such information; or 3) exchanging such information with any other Federal, State, or local government entity; (b) They must comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes; (c) That they will honor requests for cooperation, such as participation in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance; (d) That they will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien; and (e) That they will not leak or otherwise publicize the existence of an immigration enforcement operation. (2) The recipient must certify under penalty of perjury pursuant to 28 U.S.C. § 1746 and using a form that is acceptable to DHS, that it will comply with the requirements of this term. Additionally, the recipient agrees that it will require any subrecipients or contractors to certify in the same manner that they will comply with this term prior to providing them with any funding under this award. (3) The recipient agrees that compliance with this term is material to the Government's decision to make or continue with this award and that the Department of homeland Security may terminate this grant, or take any other allowable enforcement action, if the recipient fails to comply with this term.
Article 12	**Copyright** Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.
Article 13	**Debarment and Suspension** Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
Article 14	**Drug-Free Workplace Regulations** Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government- wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

Article 15	**Duplicative Costs** Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing requirements of any other federal award in either the current or a prior budget period. See 2 C.F.R. § 200.403(f). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal award terms and conditions.
Article 16	**Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX** Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.
Article 17	**Energy Policy and Conservation Act** Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
Article 18	**Equal Treatment of Faith-Based Organizations** It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
Article 19	**Anti-Discrimination** Recipients must comply with all applicable Federal anti-discrimination laws material to the government's payment decisions for purposes of 31 U.S.C. § 372(b)(4). (1) Definitions. As used in this clause – (a) DEI means "diversity, equity, and inclusion." (b) DEIA means "diversity, equity, inclusion, and accessibility." (c) Discriminatory equity ideology has the meaning set forth in Section 2(b) of Executive Order 14190 of January 29, 2025. (d) Federal anti-discrimination laws mean Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin. (e) Illegal immigrant means any alien, as defined in 8 U.S.C. § 1101(a)(3), who has no lawful immigration status in the United States.(2) Grant award certification. (a) By accepting the grant award, recipients are certifying that: (i) They do not, and will not during the term of this financial assistance award, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal anti-discrimination laws; and (ii) They do not engage in and will not during the term of this award engage in, a discriminatory prohibited boycott. (iii) They do not, and will not during the term of this award, operate any program that benefits illegal immigrants or incentivizes illegal immigration. (3) DHS reserves the right to suspend payments in whole or in part and/or terminate financial assistance awards if the Secretary of Homeland Security or her designee determines that the recipient has violated any provision of subsection (2). (4) Upon suspension or termination under subsection (3), all funds received by the recipient shall be deemed to be in excess of the amount that the recipient is determined to be entitled to under the Federal award for purposes of 2 C.F.R. § 200.346. As such, all amounts received will constitute a debt to the Federal Government that may be pursued to the maximum extent permitted by law.

Article 20	**False Claims Act and Program Fraud Civil Remedies** Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
Article 21	**Federal Debt Status** All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.
Article 22	**Federal Leadership on Reducing Text Messaging while Driving** Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of Executive Order 13513.
Article 23	**Fly America Act of 1974** Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-aircarriers-list)for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
Article 24	**Hotel and Motel Fire Safety Act of 1990** Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.
Article 25	**John S. McCain National Defense Authorization Act of Fiscal Year 2019** Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.
Article 26	**Limited English Proficiency (Civil Rights Act of 1964, Title VI)** Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help- department-supported-organizationsprovide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

Article 27	**Lobbying Prohibitions** Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).
Article 28	**National Environmental Policy Act** Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
Article 29	**National Security Presidential Memorandum-33 (NSPM-33) and provisions of the CHIPS and Science Act of 2022, Pub. L. 117-167, Section 10254** (1) Recipient research institutions ("covered institutions") must comply with the requirements in NSPM-33 and provisions of Pub. L.117-167, Section 10254 (codified at 42 U.S.C. § 18951) certifying that the institution has established and operates a research security program that includes elements relating to: (a) cybersecurity; (b) foreign travel security; (c) research security training; and (d) export control training, as appropriate. (2) Definition. "Covered institutions" means recipient research institutions receiving federal Research and Development (R&D) science and engineering support "in excess of $50 million per year."
Article 30	**Non-Supplanting Requirement** Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.
Article 31	**Notice of Funding Opportunity Requirements** All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the federal award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.
Article 32	**Patents and Intellectual Property Rights** Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.
Article 33	**Presidential Executive Orders** Recipients must comply with the requirements of Presidential Executive Orders related to grants (also known as federal assistance and financial assistance), the full text of which are incorporated by reference.

Article 34	**Procurement of Recovered Materials** States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
Article 35	**Rehabilitation Act of 1973** Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
Article 36	**Reporting Recipient Integrity and Performance Matters** If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide federal award term and condition for Recipient Integrity and Performance Matters is in 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.
Article 37	**Reporting Subawards and Executive Compensation** For federal awards that total or exceed $30,000, recipients are required to comply with the requirements set forth in the government-wide federal award term and condition on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

Article 38	**Required Use of American Iron, Steel, Manufactured Products, and Construction Materials** (1) Recipients of a federal award from a financial assistance program that provides funding for infrastructure are hereby notified that none of the funds provided under this federal award may be used for a project for infrastructure unless: (a) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (b) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (c) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. (2) The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. (3) Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the federal awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (i) applying the domestic content procurement preference would be inconsistent with the public interest; (ii) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (iii) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. (b) A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. (c) There may be instances where a federal award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. (4) Definitions. The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.
Article 39	**SAFECOM** Recipients receiving federal awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.
Article 40	**Subrecipient Monitoring and Management** Pass-through entities must comply with the requirements for subrecipient monitoring and management as set forth in 2 C.F.R. §§ 200.331-333.
Article 41	**System for Award Management and Unique Entity Identifier Requirements** Recipients are required to comply with the requirements set forth in the governmentwide federal award term and condition regarding the System for Award Management and Unique Entity Identifier Requirements in 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.

Article 42	**Termination of a Federal Award** (1) By DHS. DHS may terminate a federal award, in whole or in part, for the following reasons: (a) If the recipient fails to comply with the terms and conditions of the federal award; (b) With the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated; or (c) Pursuant to the terms and conditions of the federal award, including, to the extent authorized by law, if the federal award no longer effectuates the program goals or agency priorities. (3) By the Recipient. The recipient may terminate the federal award, in whole or in part, by sending written notification to DHS stating the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if DHS determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, DHS may terminate the federal award in its entirety. (4) Notice. Either party will provide written notice of intent to terminate for any reason to the other party no less than 30 calendar days prior to the effective date of the termination. (5) Compliance with Closeout Requirements for Terminated Awards. The recipient must continue to comply with closeout requirements in 2 C.F.R. §§ 200.344200.345 after an award is terminated.
Article 43	**Terrorist Financing** Recipients must comply with Executive Order 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the Executive Order and laws.
Article 44	**Trafficking Victims Protection Act of 2000(TVPA)** Recipients must comply with the requirements of the government-wide federal award term and condition which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The federal award term and condition is in 2 C.F.R. § 175.105, the full text of which is incorporated by reference.
Article 45	**Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001, Pub. L. 107-56** Recipients must comply with the requirements of Pub. L. 107-56, Section 817 of the USA PATRIOT Act, which amends 18 U.S.C. §§ 175–175c.
Article 46	**Use of DHS Seal, Logo and Flags** Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.
Article 47	**Whistleblower Protection Act** Recipients must comply with the statutory requirements for whistleblower protections in 10 U.S.C § 470141 U.S.C. § 4712.

Article 48	**Environmental Planning and Historic Preservation (EHP) Review** DHS/FEMA funded activities that could have an impact on the environment are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; Endangered Species Act; National Historic Preservation Act of 1966, as amended; Clean Water Act; Clean Air Act; National Flood Insurance Program regulations; and any other applicable laws, regulations and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program. Applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The FEMA EHP review process must be completed before funds are released to carry out the proposed project, otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. DHS/FEMA may also need to perform a project closeout review to ensure the applicant complied with all required EHP conditions identified in the initial review. If ground disturbing activities occur during construction, the applicant will monitor the ground disturbance, and if any potential archaeological resources are discovered, the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA. EO 11988, Floodplain Management, and EO 11990, Protection of Wetlands, require that all federal actions in or affecting the floodplain or wetlands be reviewed for opportunities to relocate, and be evaluated for social, economic, historical, environmental, legal, and safety considerations. FEMA's regulations at 44 C.F.R. Part 9 implement the EOs and require an eight-step review process if a proposed action is in a floodplain or wetland or has the potential to affect or be affected by a floodplain or wetland. The regulation also requires that the federal agency provide public notice of the proposed action at the earliest possible time to provide the opportunity for public involvement in the decision-making process (44 C.F.R. § 9.8). Where there is no opportunity to relocate the federal action, FEMA is required to undertake a detailed review to determine what measures can be taken to minimize future damages to the floodplain or wetland.
Article 49	**Applicability of DHS Standard Terms and Conditions to Tribal Nations** The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Tribal Nations, or there is a federal law or regulation exempting its application to Tribal Nations, then the acceptance by Tribal Nations, or acquiescence to DHS Standard Terms and Conditions does not change or alter its inapplicability to a Tribal Nation. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribal Nations where it does not already exist.
Article 50	**Acceptance of Post Award Changes** In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please email FEMA Grant Management Operations at: ASK-GMD@fema.dhs.gov for any questions.

Article 51	**Disposition of Equipment Acquired Under the Federal Award** When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the non-state recipient or subrecipient (including subrecipients of a State or Tribal Nation), must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313(e). State recipients must follow the disposition requirements in accordance with State laws and procedures. 2 C.F.R. section 200.313(b). Tribal Nations must follow the disposition requirements in accordance with Tribal laws and procedures noted in 2 C.F.R. section 200.313(b); and if such laws and procedures do not exist, then Tribal Nations must follow the disposition instructions in 2 C.F.R. section 200.313(e).
Article 52	**Prior Approval for Modification of Approved Budget** Before making any change to the FEMA approved budget for this award, a written request must be submitted and approved by FEMA as required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(i) regarding the transfer of funds among direct cost categories, programs, functions, or activities. For awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently $250,000) and where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved, transferring funds among direct cost categories, programs, functions, or activities is unallowable without prior written approval from FEMA. For purposes of awards that support both construction and non-construction work, 2 C.F.R. section 200.308((f)(9) requires the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. Any deviations from a FEMA approved budget must be reported in the first Federal Financial Report (SF-425) that is submitted following any budget deviation, regardless of whether the budget deviation requires prior written approval.
Article 53	**Indirect Cost Rate** 2 C.F.R. section 200.211(b)(16) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for the award is stated in the budget documents or other materials approved by FEMA and included in the award file.
Article 54	**Build America, Buy America Act (BABAA) Required Contract Provision & Self-Certification** In addition to the DHS Standard Terms & Conditions regarding Required Use of American Iron, Steel, Manufactured Products, and Construction Materials, recipients and subrecipients of FEMA financial assistance for programs that are subject to BABAA must include a Buy America preference contract provision as noted in 2 C.F.R. section 184.4 and a self-certification as required by the FEMA Buy America Preference in FEMA Financial Assistance Programs for Infrastructure (FEMA Interim Policy #207-22-0001). This requirement applies to all subawards, contracts, and purchase orders for work performed, or products supplied under the FEMA award subject to BABAA.
Article 55	**Funding Hold: Final FY 2025 Emergency Performance Management Grant (EMPG) Work Plan** FEMA has placed a funding hold on this award. $3,417,786 is on hold in the FEMA finan-cial systems. The recipient is prohibited from obligating, expending, or drawing down the funds associated with the following projects/investments: State of Washington FY 2025 Emergency Management Performance Grant (EMPG), $3,417,786. To release the funding hold, the recipient must provide a final FY 2025 EMPG Work Plan by January 14, 2026, that meets the requirements of the FY 2025 Emergency Management Performance Grant (EMPG) Notice of Funding Opportunity (NOFO). FEMA will rescind the funding hold upon its review and approval of the final FY 2025 EMPG Work Plan. If you believe this funding hold was placed in error, please contact the relevant Grants Man-agement Specialist.

Article 56 **Compliance with Federal Immigration Law**

1. Prohibition a. The state or territorial recipient is prohibited from making subawards to a local government that the Department of Homeland Security or the Department of Justice has designated as a sanctuary jurisdiction. If the Department of Homeland Security or Department of Justice designates a local government as a sanctuary jurisdiction after the state or territorial recipient makes a subaward to that local government, the state or territorial recipient must suspend the subaward, the state or territorial recipient must not make any additional payments to the local government, and the local government is prohibited from making any financial obligations under the subaward on and after the date of designation until the Department of Homeland Security or Department of Justice removes that designation. b. The Department of Homeland Security designates a local government as a sanctuary jurisdiction if it fails to comply with the requirements set forth in paragraphs 2.a.i to v of this term and condition. 2. Certification a. The state or territorial recipient must require all local government subrecipients to certify under penalty of perjury pursuant to 28 U.S.C. § 1746, and using a form that is acceptable to the Department of Homeland Security, that the local government will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials: i. They will comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with the Department of Homeland Security regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, state, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: (1) sending such information to, or requesting or receiving such information from, Federal immigration officials; (2) maintaining such information; or (3) exchanging such information with any other Federal, state, or local government entity. ii. They will comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes. iii. They will honor requests for cooperation, such as participating in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance. iv. They will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien. v. They will not leak or otherwise publicize the existence of an immigration enforcement operation. b. The state or territorial recipient must require a local government subrecipient to make the certification above before providing them with any funding under the subaward. 3. Materiality and Remedies for Noncompliance This term and condition is material to the Department of Homeland Security's decision to make this grant award and the Department of Homeland Security may take any remedy for noncompliance, including termination, if the state or territorial recipient or any local government subrecipient fails to comply with this term and condition.

Article 57 **Non-Applicability of Specific Terms and Agreement Articles**

Notwithstanding their inclusion in this award package, the following terms and Agreement Articles do not apply to this grant award: (1) paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled "Communication and Cooperation with the Department of Homeland Security and Immigration Officials" in this award package; and (2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled "Anti-Discrimination" in this award package.

Article 58	**Impact of San Francisco v. Trump Preliminary Injunction** Pursuant to the preliminary injunction order issued on August 22, 2025, in City and County of San Francisco, et al. v. Trump, et al., No. 3:25-cv-01350 (N.D. Cal.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect: (1) paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled "Communication and Cooperation with the Department of Homeland Security and Immigration Officials" in this award package; (2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled "Anti-Discrimination" in this award package; and (3) the "Compliance with Federal Immigration Law" Agreement Article. If the preliminary injunction is stayed, vacated, or extinguished, the "Compliance with Federal Immigration Law" Agreement Article will immediately become effective.
Article 59	**Impact of State of Illinois v. FEMA Injunction** Pursuant to the memorandum and order issued on September 24, 2025, in State of Illinois, et al. v. Federal Emergency Management Agency, et. al, No. 25-206 (D. R.I.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the injunction order while the order remains in effect: (1) paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled "Communication and Cooperation with the Department of Homeland Security and Immigration Officials" in this award package; (2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled "Anti-Discrimination" in this award package; and (3) the "Compliance with Federal Immigration Law" Agreement Article. If the injunction is stayed, vacated, or extinguished, the "Compliance with Federal Immigration Law" Agreement Article will immediately become effective.
Article 60	**Non-Applicability of Specific Agreement Articles** Notwithstanding its inclusion in this award package, the following Agreement Article does not apply to this grant award: 1. Termination of a Federal Award This provision is consistent with any terms of the Notice of Funding Opportunity that state Paragraph C.XL (Termination of a Federal Award) of the FY 2025 DHS Standard Terms and Conditions does not apply to this award. Refer to the Notice of Funding Opportunity for the terms governing award termination.
Article 61	**Funding Hold: Verification of State's Population** FEMA has placed a funding hold on this award, and the full amount of the award is on hold in the FEMA financial systems. The recipient is prohibited from obligating, expending, or drawing down the funds associated with the award. To release the funding hold, the SAA must provide a certification of the recipient state's population as of September 30, 2025. In so doing, the State will explain the methodology it used to determine its population and certify that its reported population does not include individuals that have been removed from the State pursuant to the immigration laws of the United States. FEMA will rescind the funding hold upon its review and approval of the State's methodology and population certification.

Article 62	**Rescission of Agreement Articles Pursuant to State of Illinois, et al. v. FEMA, et al.** In accordance with the U.S. District Court for the District of Rhode Island's Order in State of Illinois, et al. v. FEMA, et al., No. 25-206 (D. R.I.), dated October 14, 2025, and FEMA Information Bulletin No. 538, the following terms and conditions are rescinded under this award: 1. Paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions. 2. Paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions. 3. The "Communication and Cooperation with the Department of Homeland Security and Immigration Officials" Agreement Article. 4. Paragraph (2)(a)(iii) of the Agreement Article titled "Anti-Discrimination". 5. The "Compliance with Federal Immigration Law" Agreement Article. 6. The "Impact of State of Illinois v. FEMA Injunction" Agreement Article. 7. The "Impact of San Francisco v. Trump Preliminary Injunction" Agreement Article.
Article 63	**Amended Period of Performance and Budget Period Pursuant to State of Illinois, et al. v. Kristi Noem, et al. (D.RI) and State of Michigan et al. v. Kristi Noem et al. (D.OR).** Pursuant to the Permanent Injunction Order issued by the U.S. District Court for the District of Rhode Island in State of Illinois, et al. v. Kristi Noem, et al., No. 1:25-cv-00495, dated December 22, 2025 and the Permanent Injunction Order issued by the U.S. District Court for the District of Oregon in State of Michigan, et al. v. Kristi Noem et al., No 6:25-cv-02053-AP, dated December 23, 2025, the Agreement Article titled "Period of Performance and Budget Period" of your award package is rescinded. The new Period of Performance and Budget Period for this award is October 1, 2024 to September 30, 2027.
Article 64	**Rescission of Funding Hold: Verification of State's Population Pursuant to State of Illinois, et al. v. Kristi Noem, et al. (D.RI) and State of Michigan et al. v. Kristi Noem et al. (D.OR).** Pursuant to the Permanent Injunction Order issued by the U.S. District Court for the District of Rhode Island in State of Illinois, et al. v. Kristi Noem, et al., No. 1:25-cv-00495, dated December 22, 2025 and the Permanent Injunction Order issued by the U.S. District Court for the District of Oregon in State of Michigan, et al. v. Kristi Noem et al., No 6:25-cv-02053-AP, dated December 23, 2025, the Agreement Article titled "Funding Hold: Verification of State's Population" of your award package is rescinded.

Obligating document

1. Agreement No.	2. Amendment No.	3. Recipient No.	4. Type of Action	5. Control No.
EMS-2025-EP-05001	N/A	916001095	AWARD	SX00132N2025T

6. Recipient Name and Address	7. Issuing FEMA Office and Address	8. Payment Office and Address
MILITARY DEPARTMENT, WASHINGTON STATE CAMP MURRY BUILDING 1 CAMP MURRAY, WA 98430	FEMA Region X 130 228th Street, S.W. Bothell, Washington 98021-9796 425-487-4600	FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742

9. Name of Recipient Project Officer	9a. Phone No.	10. Name of FEMA Project Coordinator	10a. Phone No.
Sierra Wardell	253-5127121	Emergency Management Performance Grant Grant Program	1-877-585-3242

11. Effective Date of This Action	12. Method of Payment	13. Assistance Arrangement	14. Performance Period / Budget Period
02/06/2026	OTHER - FEMA GO	COST SHARING	**Performance Period** 10/01/2024 to 09/30/2027 **Budget Period** 10/01/2024 to 09/30/2027

15. Description of Action a. (Indicate funding data for awards or financial changes)

Program Name Abbreviation	Assistance Listing No.	Accounting Data (ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
EMPG	97.042	2025-FA-GA01 - R107-xxxx-4120-D	$0.00	$6,835,572.00	$6,835,572.00	See Totals
		Totals	$0.00	$6,835,572.00	$6,835,572.00	$6,835,572.00

b. To describe changes other than funding data or financial changes, attach schedule and check here:
N/A

~~**16.FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)**~~
This field is not applicable for digitally signed grant agreements

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
Sierra Wardell	**02/09/2026**

18. FEMA SIGNATORY OFFICIAL (Name and Title)	DATE
David Gudinas, Deputy Assistant Administrator (Acting) Grant Programs Directorate | Resilience	**02/06/2026**

WORK PLAN

FY 2025 Emergency Management Performance Grant

The purpose of this attachment is to identify the activities planned by the Subrecipient under this Grant Agreement, funded by EMPG and required match funding, and subsequently approved as allowable under EMPG by the EMPG Program Manager.

Emergency Management Organization:	City of Marysville

The purpose of EMPG is to assist with the enhancement, sustainment and improvement of state, local, and tribal emergency management programs. Activities conducted using EMPG funding should relate directly to the five mission areas of the national preparedness goal of prevention, protection, response, recovery, and mitigation. Washington State does not require a specific number of activities to receive EMPG funding. However, there are required capabilities that must be sustained in order to remain eligible for EMPG funding, including but not limited to the ability to communicate and warn, educate the public, plan, train, exercise, and be NIMS compliant. The Work Plan delineates the Emergency Management Organization's emergency management program planning and priority focus for this grant cycle (to include EMPG grant and local funds).

Priority Area #1	4.8 Communications and Warning	
Primary Core Capability	Public Information and Warning	
Secondary Core Capability	Community Resilience	
Build or Sustain	Sustaining/Maintaining	
WORK PLANNED	**IDENTIFIED GAP/NEED**	**ANTICIPATED PROJECT IMPACT**
Contract for Rave Alert mass notification system and SMS Public Opt-in for English and Spanish. Provide public education and outreach to promote alert signups.	Per its CEMP, the City has a responsibility to have different forms of communication for public messaging that encompasses the whole community.	Continue to increase and improve the city's ability to communicate both internally and externally (public outreach) in a disaster. More individuals will register and the community will have access to real time information needed in an emergency.

Priority Area #2	4.12 Emergency Public Information and Education	
Primary Core Capability	Community Resilience	
Secondary Core Capability	Public Information and Warning	
Build or Sustain	Sustaining/Maintaining	
WORK PLANNED	**IDENTIFIED GAP/NEED**	**ANTICIPATED PROJECT IMPACT**
Print and distribute various preparedness materials and supplies to the residents, businesses, neighborhoods, and staff of Marysville through outreach events, programs, training, and presentations. Materials and supplies may be provided in different languages and accessible for those with disabilities or access and functional needs.	The City's CEMP outlines the responsibilities of the Emergency Management office to support community resilience through preparedness outreach. The City also focuses on supporting the whole community through outreach events and education opportunities.	Preparedness materials and supplies will be distributed at public events to increase emergency preparedness awareness and encourage people to take preparedness actions. A more prepared community leads to overall resilience to disasters. Preparedness materials/supplies can also be made available for staff to better ensures preparedness internally to serve the public.

Priority Area #3	4.9 Facilities
Primary Core Capability	Operational Coordination
Secondary Core Capability	Operational Communications
Build or Sustain	Sustaining/Maintaining

WORK PLANNED	IDENTIFIED GAP/NEED	ANTICIPATED PROJECT IMPACT
Purchase supplies to increase the effectiveness of operational and coordination capabilities in City facilities including the EOC, radio room, department-specific operations centers, JIC, and the mobile EOC functions (e.g. EOC supplies, food/water, continuity supplies, etc.).	The Marysville CEMP designates these facilities as the locations for coordinating emergency response and recovery at a city-wide level. They should be able to adequately support those efforts.	By ensuring that these facilities are able to support emergency coordination efforts, the City will be better able to serve the community during a major emergency or disaster.
Establish multiple locations as facilities of opportunity for emergency use as a potential shelter, CPOD, reunification, etc. and enhance their capabilities by purchasing supplies, goods, food/water, etc. for emergency use to support the community.	The City has a responsibility to support the community in times of an emergency. Multiple sites have been identified as facilities of opportunity that can be used as a shelter, CPOD, reunification site, etc. but they do not have all the necessary supplies to be most effective and meet all the needs of the community.	By purchasing supplies to support these facilities, they will be able to operate during times of emergency and provide services and goods to the community.

Priority Area #4	4.10 Training
Primary Core Capability	Logistics and Supply Chain Management
Secondary Core Capability	Operational Coordination
Build or Sustain	Sustaining/Maintaining

WORK PLANNED	IDENTIFIED GAP/NEED	ANTICIPATED PROJECT IMPACT
Enhance the City emergency volunteer program (including CERT and ACS) through training, exercises, purchasing of supplies, and badging capabilities.	The City CEMP identifies volunteers as a resource to support emergency preparedness, response, and recovery. The City has a Registered Emergency Worker program and plans for volunteer reception centers for spontaneous volunteers.	Pre-identifying, credentialing, training, and exercising volunteers and emergency workers will result in more efficient and effective coordination and response to support the community.
Conduct training for City staff and community partners to increase familiarity with response roles and functions.	Previous AAR/IPs identified a need to improve familiarity with response roles. Additionally, staff turnover has contributed to the need for training in emergency management activities.	Trainings will improve the skills of City staff or other responders/partners to address an incident. More staff will be prepared to respond, and operations will be better coordinated.

TIMELINE

FY 2025 Emergency Management Performance Grant

The purpose of this attachment is to identify applicable and agreed upon due dates for Grant Agreement milestones to include deliverables that must be submitted to the Department. Both the Department and the Subrecipient shall monitor adherence with the dates below.

DATE	TASK
June 1, 2025	Grant Agreement Start Date
July 31, 2026	Submit reimbursement request
October 31, 2026	Grant Agreement End Date – *all work must be complete*
November 15, 2026	Submit final reimbursement request, final report, training requirement report, and/or other deliverables.

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

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

BUDGET

FY 2025 Emergency Management Performance Grant

The purpose of this attachment is to identify how the funding is budgeted for the identified activities in the Work Plan. If funding is identified as not being required, contact the Department Key Personnel as soon as possible so funding can be reallocated.

25EMPG AWARD $ 34,627.00

SOLUTION AREA	BUDGET CATEGORY	EMPG AMOUNT	MATCH AMOUNT
PLANNING	Personnel & Fringe Benefits	$ -	$ -
	Travel/Per Diem	$ -	$ -
	Supplies	$ -	$ -
	Consultants/Contracts	$ -	$ -
	Other	$ -	$ -
	Subtotal	$ -	$ -
ORGANIZATION	Personnel & Fringe Benefits	$ -	$ 34,627
	Travel/Per Diem	$ -	$ -
	Supplies	$ 21,000	$ -
	Consultants/Contracts	$ 7,900	$ -
	Other	$ -	$ -
	Subtotal	$ 28,900	$ 34,627
EXERCISE	Personnel & Fringe Benefits	$ -	$ -
	Travel/Per Diem	$ -	$ -
	Supplies	$ -	$ -
	Consultants/Contracts	$ -	$ -
	Other	$ -	$ -
	Subtotal	$ -	$ -
TRAINING	Personnel & Fringe Benefits	$ -	$ -
	Travel/Per Diem	$ -	$ -
	Supplies	$ 5,727	$ -
	Consultants/Contracts	$ -	$ -
	Other	$ -	$ -
	Subtotal	$ 5,727	$ -
EQUIP	Equipment	$ -	$ -
	Subtotal	$ -	$ -
M&A	Personnel & Fringe Benefits	$ -	$ -
	Travel/Per Diem	$ -	$ -
	Supplies	$ -	$ -
	Consultants/Contracts	$ -	$ -
	Other	$ -	$ -
	Subtotal	$ -	$ -
	Indirect	$ -	$ -
	Indirect Cost Rate on file 0.00%	*for Time Period of:*	*N/A*
	TOTAL Grant Agreement AMOUNT:	**$ 34,627**	**$ 34,627**

The Subrecipient will provide a match of **$34,627** of non-federal origin**,** 50% of the total project cost (local budget plus EMPG award).

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

Funding Source: U.S. Department of Homeland Security - PI# 753PT – EMPG

BUILD AMERICA, BUY AMERICA ACT SELF-CERTIFICATION

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

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

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

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

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

_____
Signature of [Contractor's or Subcontractor's] Authorized Official

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

_____
Date

Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

NAME City of Marysville		Doing business as (DBA)	
ADDRESS 501 Delta Avenue Marysville WA 98270	**Applicable Procurement or Solicitation #, if any:**	WA Uniform Business Identifier (UBI) 314-000-001	Federal Employer Tax Identification #: 91-6001459
This certification is submitted as part of a request to contract.			

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

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

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

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

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

Bidder or Contractor Signature: _____ Date: _____

Print Name and Title: Jon Nehring, Mayor

FEDERAL DEBARMENT, SUSPENSION INELIGIBILITY and VOLUNTARY EXCLUSION

(FREQUENTLY ASKED QUESTIONS)

What is "Debarment, Suspension, Ineligibility, and Voluntary Exclusion"?
These terms refer to the status of a person or company that cannot contract with or receive grants from a federal agency.

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

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

Why am I required to sign this certification?
You are requesting a contract or grant with the Washington Military Department. Federal law (Executive Order 12549) requires Washington Military Department ensure that persons or companies that contract with Washington Military Department are not prohibited from having federal contracts.

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

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

What does the word "proposal" mean when referred to in this certification?
Proposal means a solicited or unsolicited bid, application, request, invitation to consider or similar communication from you to Washington Military Department.

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

What is a covered transaction when referred to in this certification?
Covered Transaction means a contract, oral or written agreement, grant, or any other arrangement where you contract with or receive money from Washington Military Department. Covered Transaction does not include mandatory entitlements and individual benefits.

Sample Debarment, Suspension, Ineligibility, Voluntary Exclusion Contract Provision

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

SIGNATURE AUTHORIZATION FORM (SAF)

WASHINGTON MILITARY DEPARTMENT
Camp Murray, Washington 98430-5122

Please read instructions on page 2 before completing this form.

NAME OF ORGANIZATION	DATE SUBMITTED
City of Marysville	4/6/2026
GRANT PROGRAM - Acronyms Accepted	**AGREEMENT NUMBER(S)**
2025 EMPG	E26-214

1. AUTHORIZING AUTHORITY

PHYSICAL SIGNATURE	E-SIGNATURE	PRINT OR TYPE NAME	TITLE & TERM OF OFFICE (If applicable)
		Jon Nehring	Mayor

2. AUTHORIZED TO SIGN AGREEMENTS / AMENDMENTS

PHYSICAL SIGNATURE	E-SIGNATURE	PRINT OR TYPE NAME	TITLE & TERM OF OFFICE (If applicable)
		Jon Nehring	Mayor

3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT

PHYSICAL SIGNATURE	E-SIGNATURE	PRINT OR TYPE NAME	TITLE & TERM OF OFFICE (If applicable)
		Sarah LaVelle	Emergency Preparedness Manager
		Kassidy Aldrich	Emergency Preparedness Specialist

SAF Revised 5/8/2024

INSTRUCTIONS FOR THE SIGNATURE AUTHORIZATION FORM (SAF)

This form identifies the authorizing authority(ies) and person(s) who have the authority to sign agreements, amendments, and requests for reimbursement. It is required for the management of your agreement with the Washington Military Department (WMD). Please complete all sections. The signature and/or e-signatures included on this SAF must match what is on the agreement, amendment, debarment form, and A-19 invoice voucher submitted. It is required that the signatures in WMD's files are current. Changes in staffing or responsibilities will require a new SAF.

At least one person must be assigned to each of the three roles and the same person can be assigned to multiple roles. If more than one individual will be signing an agreement, amendment, or reimbursement request please make sure everyone signs this form. If additional lines are needed, please fill out two forms and title them 1 of 2 and 2 of 2.

1. **Authorizing Authority.** Generally, the person(s) signing in this section heads the governing body of the organization such as the board chair or mayor. In some cases, the chief executive officer may have been delegated this authority.

2. **Authorized to Sign Agreements / Amendments.** The person(s) given the authority to bind the agency/organization to the terms and conditions of the agreement. Usually, it is the county commissioner, mayor, executive director, city clerk, etc.

3. **Authorized to Sign Requests for Reimbursement.** Often the executive director, city clerk, treasurer, or administrative assistant have this authority. When a request for reimbursement is received, the signature on the A-19 invoice voucher is verified that it matches the signature on this form. **It is advisable to have more than one person authorized to sign reimbursement requests.** This will help prevent delays in processing a request if one person is temporarily unavailable. The payment can be delayed if the request is presented without the proper signature.

Once filled out, send the original to WMD with the signed agreement. It is recommended you keep a copy with the executed agreement in your files. Multiple grant agreements can be included on one SAF if they are all under the same grant program (e.g., 22EMPG and 23EMPG). Two distinct grant programs cannot be included on the same SAF (e.g., SHSP and EMPG).

If you have any questions regarding this form or to request new forms, please call your main grant point of contact at WMD.

Agenda Bill

AGENDA ITEM NO. 2.

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 13, 2026

SUBMITTED BY: Steven Miller, Senior Project Manager

PRESENTED BY: Steven Miller, Senior Project Manager

ITEM TYPE: Agreement

AGENDA SECTION: New Business

SUBJECT:

Professional Services Agreement (PSA) with Otak for the design of the 51st and 132nd Culvert Replacement project

SUGGESTED ACTION:

Recommended Motion: I move to authorize the Mayor to sign and execute the Professional Services Agreement with Otak, in the amount of $483,577.68, for Phase 1 work associated with the design of the 51st and 132nd Culvert Replacement project.

SUMMARY

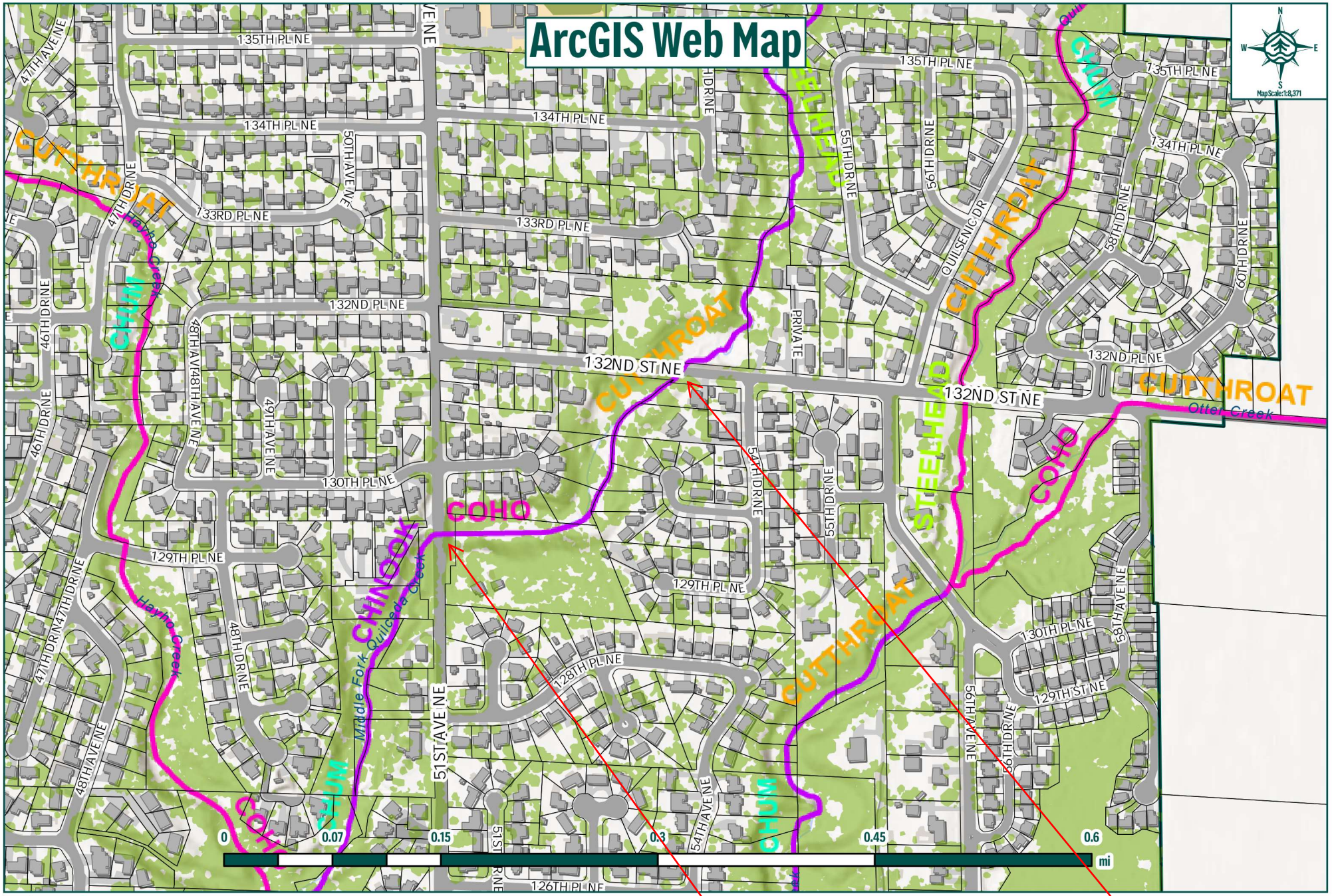
The City approved a subaward agreement with Tulalip Tribes in 2025, with funding through a federal NOAA grant in the amount of $1.4M, for the purpose of restoring fish passage by replacing the existing culverts at the 51st Avenue NE, and 132nd ST NE at the Middle Fork Quiceda stream crossings. This federal grant is for design only has an expiration date of August 31, 2028.

Staff advertised a request for proposals for design services to replace these culverts with proposals due on December 12, 2025. The City received two proposals from Parametrix, Inc. and Otak, Inc.. Both of these firms were interviewed on December 19, 2025. The selection team selected Otak as the most qualified firm for the project. As such, a Professional Services Agreement (PSA) has been negotiated for preliminary

engineering services to develop a type, size, and location (TS&L) report to provide a basis for additional design required to replace the culverts. This scope is referred to as Phase 1. Future phases including final design and permitting, right-of-way acquisition and construction engineering will require a future supplement to this PSA. The scope and fee for Phase 1 has been negotiated with Otak at a cost of $483,577.68, which has been determined to be a fair and reasonable bystaff. The cost to the City for this PSA will be reimbursed through the subaward agreement with Tulalip Tribes.

ATTACHMENTS:

51ST AND 132ND CULVERT MAP, 2025-07-11_TRIBE SUBAWARD_NOAA_51st and 132nd Fish Passage Barrier Removal, PSA_51ST AND 132ND_CULVERT REPLACEMENT_2026-03-17



The City of Marysville provides the information on this web GIS "AS IS" and makes no warranties of any kind, express or implied, regarding the accuracy, currency, completeness, or quality of this map. Users assume all responsibility for its use and hold the City harmless from any damages arising from its use.

Webmap Author: Webmap Author: Marysville GIS User
11/18/2025, 10:09:59 AM
Printed from Marysville Enterprise
GIS Web Portal

Docusign Envelope ID: 118D5702-9492-48FF-83A3-B143BB115956

SUBAWARD BETWEEN THE TULALIP TRIBES OF WASHINGTON AND THE CITY OF MARYSVILLE TO IMPLEMENT PORTIONS OF THE TULALIP FISH PASSAGE COLLABORATIVE I PROJECT

This Subaward Agreement Between the Tulalip Tribes of Washington and The City of Marysville to Implement Portions of the Tulalip Fish Passage Collaborative I Project (this "Agreement"), is made and by and between the Tulalip Tribes of Washington, a federally-recognized Indian Tribe ("Tulalip") and the City of Marysville ("Subrecipient"). Tulalip and Subrecipient may herein be referred to individually as Party or, collectively, the Parties.

The Tulalip Tribes was awarded grant funds from the U.S. Department of Commerce National Oceanic and Atmospheric Administration (NOAA) Restoring Fish Passage through Barrier Removal Notice of Funding Opportunity under the Infrastructure Investment and Jobs Act (IIJA) under Federal Award ID Number NA23NMF4630025 (the "Prime Award") to implement the Snohomish Cooperative Salmon Barrier Removal Project.

The goal of the Prime Award is to achieve measurable and lasting benefits to native migratory or sea-run (Migratory) fish populations through fish passage barrier removal.

The Prime Award identifies the City of Marysville as a subrecipient to implement fish passage projects on West Fork Quilceda Creek.

<table>
<tr><td colspan="2">Prime Recipient:
The Tulalip Tribes of Washington (Tulalip)</td><td colspan="3">Subrecipient:

EIN: 91-6001459</td></tr>
<tr><td colspan="2">Tulalip primary point of contact:
Brett Shattuck</td><td colspan="3">City primary point of contact:
Kari Chennault</td></tr>
<tr><td>Prime Awards Project Title

Tulalip Fish Passage Collaborative I</td><td>FAIN:

NA24NMFX463C0038-T1-01.</td><td>Awarding Agency:
NOAA</td><td colspan="2">Award Date:

09/01/2024</td></tr>
<tr><td>Subaward Period of Performance:

Start: 09/01/2024
End: 8/31/2028</td><td colspan="2">Subaward Amount Funded:

$1,400,000</td><td colspan="2">Is this Award R&D?
YES ☐ NO ☒</td></tr>
</table>

The Tulalip Tribes of Washington ("Tulalip"), a federally recognized Indian tribe located at 6406 Marine Drive, Tulalip WA 98271, hereby awards a subaward, as described above, to the undersigned Subaward Recipient, the City of Marysville ("Subrecipient"), [501 Delta Avenue, Marysville, WA 98270]. In consideration of the foregoing and the terms and conditions contained in this Agreement, Tulalip and Subrecipient hereby agree as follows:

The total project cost for this Agreement shall not exceed $1,400,000 without prior written authorization from Tulalip.

1. The statement of work ("Statement of Work") and budget ("Budget") for this Agreement are hereby incorporated as Exhibit A. This Agreement is subject to the terms and conditions of the prime federal grants awarded to Tulalip ("Prime Award"), which are hereby incorporated as Exhibit B. *Relevant guidelines, templates and documents to the Agreement are organized in Appendices A-L, hereby incorporated as Exhibit C.*
2. Total amount of NOAA Funds Awarded and Obligated to Tulalip per FAIN number is as follows:

   Table 1.

FAIN:	**Amount Awarded to Tulalip**	**Passed Through Amount to Subrecipient by Tulalip**	**Prime Awards Indirect Cost Rate**
NA24NMFX463C0038-T1-01.	$20,958,778	$1,400,000	21.49

3. Tulalip awarding official for this Agreement is: Veronica Iukes, Interim Grants & Self-Governance Department Manager, 360-716-4385 or viukes@tulaliptribes-nsn.gov.
4. Tulalip Program Manager for this for this Agreement is: Natasha Coumou Restoration Ecologist, 360-716-4635 or ncoumou@tulaliptribes-nsn.gov. All work under this Agreement shall be at the direction of the Tulalip Program Manager.
5. Subrecipient shall adhere to all applicable local, state, tribal, and federal laws and requirements, including but not limited to, the following:
   a. Title VI of the Civil Rights Act and other federal statutes and regulations prohibiting discrimination in Federal financial assistance programs, as applicable;
   b. Reporting requirements as described in 2 C.F.R. Sec. 200.328-.330, and 2 CFR Part 170; Department of Commerce Financial Assistance Standard Terms and Conditions Sec. A.01, C.03, and G.05. or successor sections; and Bureau-Specific NOAA Administrative Standard Award Conditions; including producing a comprehensive final report covering all activities during the award period is within 60 days after the end date of this Agreement;
   c. The Procurement Standards in 2 CFR Part 200 including those requiring competition are applied when the Subrecipient acquires goods and services from contractors (including consultants); and
   d. Records kept per this Agreement shall be made available for review by Tulalip Tribes and may be provided to federal auditors to verify compliance with applicable federal regulations. Examples of records may include:

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i. Subrecipient's financial statements and reports related to this Agreement;
ii. Programmatic reports including information on environmental results; and
iii. Audit findings.

6. Invoicing and Payment. Subrecipient shall invoice Tulalip Tribes quarterly. Payment shall be made according to schedules set forth in Exhibit A, Scope of Work and Budget. Total compensation for this Agreement shall not exceed $1,400,000. Such payment will be considered full compensation for personnel, materials, supplies and equipment used to carry out work. All expenses submitted to Tulalip for reimbursement that exceed the maximum consideration under this Agreement will not be reimbursed. Every invoice shall contain a detailed accounting for services rendered and rates charged. Payments for properly submitted invoices shall be due to the Subrecipient within thirty (30) days of receipt.

7. Confidentiality. The Subrecipient agrees to maintain the confidentiality of any and all data information, records, forms and documents and/or any other proprietary or confidential information provided by Tulalip or acquired by the Subrecipient in the performance of work under this Agreement. The Subrecipient further agrees to promptly return to Tulalip any and all such data, information, records/forms/documents or other proprietary/confidential information that comes into the Subrecipient's possession by this Agreement upon written request by a duly authorized agent of Tulalip. The parties acknowledge that Subrecipient must comply with the Washington public records act, chapter 42.56 RCW. If Subrecipient receives a public records request for a record that may be considered confidential but which the Subrecipient believes is not exempt from disclosure, Subrecipient will promptly notify Tulalip in writing. If Tulalip does not obtain a court order enjoining disclosure in ten business days, Subrecipient may disclose the records.

8. Relationship of Parties. The relationship of the Parties under this Agreement is that of independent contractors and they are not agents, employees, partners, or joint ventures of one another. No Party has the authority to bind any other party in contract or to incur any debts or obligations on behalf of any other party, and no Party shall take any action that attempts or purports to bind any other party in contract or to incur any debts or obligations on behalf of any other Party, without the affected Party's prior written approval. Nothing in this Agreement shall be construed as creating an employer-employee relationship, as a guarantee of future employment or engagement or as a limitation upon Tulalip's discretion to terminate this Agreement at any time, with or without cause. The Subrecipient shall be responsible for all of applicable federal, state, tribal, and local taxes, withholding, social security, insurance and any other fees or other payments applicable and required to be paid to any government is to be paid by the Subrecipient as a result of payments received under this Agreement. Subrecipient agrees that all payments received by Subrecipient are gross payments and further that in the event that the Internal Revenue Service should formally determine that the Subrecipient is an employee subject to withholding and social security contributions, the Subrecipient is responsible for all taxes and social security payments and any other required fees as stated above.

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9. Product/Service. The Subrecipient agrees it has no expressed or implied authority to obligate Tulalip for any product or service, except as authorized in writing by a duly authorize agent of Tribes.

10. Work Product. The work product and all documents produced under this Agreement shall be furnished by the Subrecipient to Tulalip, and upon completion of the Scope of Work, shall become the property of Tulalip, except that the Subrecipient may retain one copy of the work product and documents for its records. Subrecipient will be responsible for the accuracy of the work performed under this Agreement, the work product, and all documents produced under this Agreement, even though the foregoing have been accepted by Tulalip.

    In the event that the Subrecipient defaults on this Agreement or in the event that this Agreement is terminated prior to the completion of the work to be performed or the time for completion, all work product and all documents and other materials produced under this Agreement, along with a summary of work as of the date of default or termination, shall become the property of Tulalip. The summary of services provided shall be prepared at no additional cost to Tulalip. Upon request, the Subrecipient shall tender the work product, all documents, and the summary to Tulalip within five (5) business days. Tender of said work product shall be a prerequisite to final payment under this Agreement.

    Subrecipient will not be held liable for reuse of work product or documents produced under this Agreement or modification of the work product or documents for any purpose other than those identified in this Agreement without the written authorization of Tulalip.

11. Training Materials. Tulalip may use training materials provided by the Subrecipient as long as credit is given to the Subrecipient.

12. Termination. This Agreement may be terminated on ten days written notice by either Party. The termination provisions of Tulalip Government Employee Handbook do not apply to the Subrecipient. Upon termination, the Subrecipient shall be entitled to receive payment for all work completed prior to the date of termination, upon proper invoicing and authorization by the Tulalip Program Manager identified herein.

13. Tulalip Drug and Alcohol Policy. The Subrecipient shall abide by the Tulalip Tribes Drug and Alcohol policy. This requirement does not alter the termination provisions in Section 12.

14. Anti-Terrorist Compliance. Subrecipient hereby certifies that all funds, including sub-awards by it to lower-tier subrecipients, shall be used in compliance with all applicable United States anti-terrorist financing and asset control laws, regulations, rules, and executive orders.

15. Applicable Laws and Professional Standards. Subrecipient certifies that Subrecipient and those persons participating in the conduct of the Statement of Work under this Agreement shall conform to and obey all applicable laws, ordinances, rules, regulations, requirements, and orders of all municipal, country, state, tribal, or federal authorities or agencies and all professional standards applicable to the conduct of work performed under this Agreement.

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16. Legal Compliance. The Parties intend for this Agreement to comply with all applicable laws, regulations, and requirements. The Parties further agree that this Agreement shall be applied and interpreted in a manner consistent with full compliance with all such laws, regulations, and requirements. If at any time either Party has reasonable grounds to believe that this Agreement, or the work performed thereunder, may not conform to the then-current requirements or interpretations relevant to such matters, both Parties agree that they will promptly negotiate in good faith for the purposes of bringing this Agreement into full compliance with such then-current requirements and interpretations.

17. Records. Subrecipient shall maintain acceptable financial management systems during this Agreement which shall include:

    a. Accurate, current, and complete disclosure of the financial activity of this Agreement;

    b. Records that identify the source and application of funds paid by Tulalip;

    c. Effective control over and accountability for all funds, property, and other assets;

    d. Comparison of actual outlays with budgeted amounts;

    e. Consistency with the applicable federal administrative requirements and cost principles, if applicable; and

    f. Accounting records supported by source documentation.

    Subrecipient agrees that Tulalip shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine all aspects of the Statement of Work undertaken under this Agreement, and all books, records, and documents of any kind pertaining to the Agreement, including any directly pertinent records involving transactions related to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions, if applicable. It is understood that, unless agreed to in writing by Subrecipient, such examination shall be made during Subrecipient's regularly established business hours. Records related to any audit initiated prior the expiration of the three-year period shall be retained until the audit findings involving such records have been resolved.

18. Indemnity. The Subrecipient agrees to indemnify, defend and hold Tulalip and its successors, officer, directors, agents and employees harmless from any and all actions, causes of actions, claims, demands, costs, liabilities, expenses and damages (including attorneys' fees) arising out of or in connection with any breach of this Agreement by the Subrecipient or any work provided by them.

19. Insurance. The Subrecipient shall maintain the following levels of insurance during the term of this Agreement. Tulalip shall be named as an additional insured on the Commercial General Liability and automobile Liability insurance policies.

    a. Worker's Compensation (and employer's Liability Insurance) – as required by applicable state statute.

    b. Commercial general Liability - $1,000,000 per occurrence of bodily injury, including death and property damage, and $2,000,000 in the aggregate.

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c. Automobile Liability – minimum of $1,000,000 combined single limit for bodily injury and property damage.

d. Professional Liability (E&O) - $1,000,000 each claim and in the aggregate.

20. Governing Law; Dispute Resolution; Venue.

a. Governing Law. This Agreement shall be governed in all respects, including validity, construction, interpretation and effect, by the laws of the Tulalip Tribes, and federal law, as applicable, without giving effect to its principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of the laws of another jurisdiction.

b. Dispute Resolution. Any dispute in relation to the interpretation of this Agreement shall be resolved by arbitration. Either Party may initiate arbitration by providing written notice of intent to arbitrate to the other Party, together with a statement of the matter in controversy. If the Parties are unable to agree upon a single arbitrator within thirty (30) days of such notice of intent, a mediator shall be selected and appointed by Judicial Arbitration and Mediation Services (JAMS). Once appointed, the mediator shall determine the specified controversy. The JAMS arbitration rules shall govern the arbitration. An award or decision rendered by the mediator appointed under this Agreement shall be final and binding on all Parties to the proceeding, and judgment upon any award or decision rendered by the arbitrators may be entered in any court having jurisdiction.

c. Venue. Any arbitration shall take place in Snohomish County, WA unless otherwise agreed in writing by the Parties.

21. Termination.

Either Party may terminate this Agreement upon thirty (30) days' prior written notice to the other Party. If this Agreement is so terminated, the Parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

a. Non-Allocation of Funds. Tulalip's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, Tulalip, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. Tulalip may also elect to suspend performance of the Agreement until Tulalip determines the funding insufficiency is resolved. Tulalip may exercise any of these options with no notification or restrictions, although Tulalip will make a reasonable attempt to provide notice. In the event of termination or suspension, Tulalip will reimburse eligible costs incurred by the Subrecipient through the effective date of termination or suspension. Reimbursed costs must be agreed to by Tulalip and the Subrecipient. In no event shall Tulalip's reimbursement exceed Tulalip's total responsibility under the Agreement and any amendments. If payments have been discontinued by Tulalip due to unavailable funds, the Subrecipient shall not be obligated to repay monies which had been paid to the Subrecipient prior to such termination.

b. If for any cause either Party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either Party violates any of these terms and conditions, the aggrieved Party shall give the other Party written notice of such failure or violation. The responsible Party will be given the opportunity to correct the violation or failure within fifteen (15) working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved Party to the other.

22. Assignability. This Agreement may not be assigned by either Party without the prior written approval of non-assigning Party.

23. Limitation on Liability. Subrecipient hereby acknowledges and agrees that it shall not be entitled to payment for services or otherwise, including damages, in excess of the fee amount specified in this Agreement.

24. Damages. Notwithstanding any other provision of this Agreement, neither Party shall be liable to the other for any indirect, consequential, special, exemplary, or punitive damages.

25. Entire Agreement. This Agreement supersedes all prior discussions, agreements and understanding between the Subrecipient and Tulalip regarding the subject matter hereof and constitutes the entire Agreement between the Parties. This Agreement may be amended, modified or supplemented only by a written instrument executed by the Parties.

TULALIP TRIBES OF WASHINGTON

Teri Gobin

Date: 7-11-25
Teri Gobin, Chairwoman

CITY OF MARYSVILLE

DocuSigned by:
Jon Nehring
A8AE51[illegible]

Date: 5/28/2025
Jon Nehring, Mayor

PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF MARYSVILLE AND OTAK

THIS AGREEMENT ("Agreement") is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation ("City"), and Otak, a corporation, organized under the laws of the state of Washington, located and doing business at 2828 Colby Avenue, Suite 401, Everett, WA ("Consultant").

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

1. SCOPE OF SERVICES. The Consultant shall provide the work and services described in the attached **EXHIBIT A**, incorporated herein by this reference (the "Services"). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant's profession.

2. TERM. The term of this Agreement will commence upon last date of signature below and will terminate at midnight on **December 31, 2026**, or on the day final payment is received by the Consultant if before **December 31, 2026**, unless sooner terminated by either party as provided in this Agreement. The parties may extend the term of this Agreement by written amendment.

3. COMPENSATION. The Consultant shall be paid by the City for Services rendered under this Agreement as described in **EXHIBIT A** and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed **four hundred eighty-three thousand, five hundred seventeen dollars and sixty-eight cents** (**$483,577.68)** within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City. Such payment shall be full compensation for the Services and for all labor, materials, supplies, equipment, incidentals, and any other expenses necessary for completion.

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

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

4. CONSULTANT'S OBLIGATIONS.

4.1 MINOR CHANGES IN SCOPE. The Consultant agrees to accept minor changes, amendments, or revisions to the scope of the Services, as may be required by the City, when such

changes, amendments, or revisions will not have any impact on the cost of the Services or the proposed delivery schedule.

4.2 ADDITIONAL WORK. The City may desire to have the Consultant perform additional work or services which are not identified in the scope of the Services. If the parties agree to the performance of additional work or services, the parties will execute a written supplemental amendment detailing the additional work or services and compensation therefore. In no event will the Consultant be compensated for preparing proposals for additional work or services. In no event shall the Consultant begin work contemplated under a supplemental amendment until the supplemental amendment is fully executed by the parties.

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

In the event that the Consultant defaults on this Agreement or in the event that this Agreement is terminated prior to the completion of the Services or the time for completion, all work product and all documents and other materials produced under this Agreement, along with a summary of work as of the date of default or termination, shall become the property of the City. The summary of Services provided shall be prepared at no additional cost to the City. Upon request, the Consultant shall tender the work product, all documents, and the summary to the City within five (5) business days. Tender of said work product shall be a prerequisite to final payment under this Agreement.

The Consultant will not be held liable for reuse of work product or documents produced under this Agreement or modification of the work product or documents for any purpose other than those identified in this Agreement without the written authorization of the Consultant.

4.4 PUBLIC RECORDS ACT. Consultant acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "PRA"). All records owned, used, or retained by the City are public records subject to disclosure unless exempt under the PRA, whether or not the records are in the possession or control of the City or Consultant. All exemptions to the PRA are narrowly construed.

a. **Confidential Information**. Any records provided to the City by the Consultant which contain information that the Consultant in good faith believes is not subject to disclosure under the PRA shall be marked "Confidential" and shall identify the specific information that the Consultant in good faith believes is not subject to disclosure under the PRA and a citation to the statutory basis for non-disclosure.

b. **Responding to Public Records Requests**. The City shall exercise its sole legal judgment in responding to public records requests.

(1) The City may rely upon the lack of notification from the Consultant in releasing any records that are not marked "Confidential."

(2) If records identified as "Confidential" by the Consultant are responsive to a PRA request, the City will seek to provide notice to Consultant at least ten (10) business days before the date on which the City anticipates releasing records. The City is under no obligation to assert any applicable exemption on behalf of the Consultant. The Consultant may seek, at its sole cost, an injunction preventing the release of information which it believes is protected. In no event will the City have any liability to Consultant for any failure of the City to provide notice prior to release.

(3) If the City, in its sole legal judgment, believes that the Consultant possesses records that (1) are responsive to a PRA request and (2) were used by the City, the City will request the records from the Consultant. The Consultant will, within ten (10) business days:

i. Provide the records to the City in the manner requested by the City;

ii. Obtain a court injunction, in a lawsuit involving the requester, covering all, or any confidential portion of, the records and provide any records not subject to the court injunction; or

iii. Provide an affidavit, in a form acceptable to the City Attorney, specifying that the Consultant has made a diligent search and did not locate any requested documents.

c. **Indemnification**. In addition to its other indemnification and defense obligations under this Agreement, the Consultant shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorneys fees and litigation expenses), suits, judgments, or damages (collectively "Damages") arising from or relating to any request for records related to this Agreement, to the extent such Damages are caused by action or inaction of the Consultant. This indemnification and defense obligation shall survive the expiration or termination of this Agreement.

4.5 MAINTENANCE/INSPECTION OF RECORDS. The Consultant shall maintain all books, records, documents, and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit.

Representatives of the City and/or the Washington State Auditor may copy such books, accounts, and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

4.6 INDEMNITY.

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

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

c. The provisions of this Section 4.6 shall survive the expiration or termination of this Agreement.

d. The Consultant hereby knowingly, intentionally, and voluntarily waives the immunity of the Industrial Insurance Act, Title 51 RCW, solely for the purposes of the indemnity contained in subpart "a" of this Section 4.6. This waiver has been mutually negotiated by the parties.

_____ (City Initials) _____ (Contractor Initials)

4.7 INSURANCE.

a. **Insurance Term**. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Services hereunder by the Consultant, its agents, representatives, or employees.

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

c. **Minimum Scope of Insurance.** Consultant shall obtain insurance of the types and coverage described below:

(1) Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.

(2) Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the Services performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

(3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

(4) Professional Liability insurance appropriate to the Consultant's profession.

d. **Minimum Amounts of Insurance.** Consultant shall maintain the following insurance limits:

(1) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

(2) Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.

(3) Professional Liability insurance shall be written with limits no less than $1,000,000 per claim and $1,000,000 policy aggregate limit.

e. **Other Insurance Provision.** The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

f. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

g. **Verification of Coverage.** The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the Services.

h. **Notice of Cancellation.** The Consultant shall provide the City with written notice of any policy cancellation within two business days of the Consultant's receipt of such notice.

i. **Failure to Maintain Insurance.** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

j. **Insurance to be Occurrence Basis.** Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy. Professional liability insurance may be written on a "Claims-made" basis if it is maintained for a period of three (3) years following completion of the services.

k. **City Full Availability of Consultant Limits.** If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

4.8 LEGAL RELATIONS. The Consultant shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the Services to be performed under this Agreement. The Consultant represents that it and all employees assigned to perform any of the Services under this Agreement are in full compliance with the statutes of the State of Washington governing the Services and that all personnel to be assigned to the Services are fully qualified and properly licensed to perform the work to which they will be assigned.

4.9 INDEPENDENT CONTRACTOR.

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants, and agrees that the Consultant's status as an independent contractor in the performance of the Services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the Services required under this Agreement. The Consultant shall not make

a claim of City employment and shall not claim any related employment benefits, social security, and/or retirement benefits.

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

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

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

4.10 EMPLOYMENT.

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

b. Any and all employees of the Consultant, while performing any Services under this Agreement, shall be considered employees of the Consultant only and not of the City. The Consultant shall be solely liable for: (1) and any and all claims that may or might arise under the Workman's Compensation Act, Title 51 RCW, on behalf of any said employees while performing any Services under this Agreement, and (2) any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while performing any Services under this Agreement.

c. The Consultant represents, unless otherwise indicated below, that all employees of the Consultant that will perform any Services under this Agreement have never been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please indicate No or Yes below.)*

_____ No, employees performing the Services have never been retired from a Washington state retirement system.

_____ Yes, employees performing the Services have been retired from a Washington state retirement system.

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

4.11 NONASSIGNABLE. Except as provided in **EXHIBIT B**, the Services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

4.12 SUBCONTRACTORS AND SUBCONSULTANTS.

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

b. The Consultant must verify that any subcontractors or subconsultants the Consultant directly hires meet the responsibility criteria for the Services. Verification that a subcontractor or subconsultant has proper license and bonding, if required by statute, must be included in the verification process. If the parties anticipate the use of subcontractors or subconsultants, the subcontractors or subconsultants are set forth in **EXHIBIT B**.

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

d. All subcontractors or subconsultants shall have the same insurance coverage and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

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

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

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

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

4.17 DEBARMENT. By signing this contract, Consultant certifies that it is not presently debarred or proposed for debarment, suspended, or otherwise excluded by any state or federal department or agency from participating in transactions. Consultant agrees to refrain from hiring any subcontractor or employee who is debarred, proposed for debarment, suspended, or otherwise excluded by a state or federal department or agency from participating in transactions. Consultant must immediately notify the City if it or any subconsultant or employee is proposed for debarment or is debarred during the term of this Contract. The City may terminate this Contract if the Consultant, a subconsultant, or employee is debarred, proposed for debarment, suspended, or otherwise excluded by a state or federal department or agency from participating in transactions.

5. CITY APPROVAL REQUIRED. Notwithstanding the Consultant's status as an independent contractor, the Services performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if the Services have been completed in

compliance with the Scope of Services and City requirements.

6. GENERAL TERMS.

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

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

CITY OF MARYSVILLE
Steven Miller
501 Delta Avenue
Marysville, WA 98270

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

OTAK
Bob Doherty
2828 Colby Avenue, Suite 401
Everett, WA 98201

6.2 TERMINATION. The City may terminate this Agreement in whole or in part at any time by sending written notice to the Consultant. As per Section 6.1, the Consultant is deemed to have received the termination notice three (3) calendar days after deposit of the termination notice in the U.S. mail with proper postage and address. The termination notice is deemed effective seven (7) calendar days after it is deemed received by the Consultant.

If this Agreement is terminated by the City for its convenience, the City shall pay the Consultant for satisfactory Services performed through the date on which the termination is deemed effective in accordance with payment provisions of Section 3, unless otherwise specified in the termination notice. If the termination notice provides that the Consultant will not be compensated for Services performed after the termination notice is received, the City will have the discretion to reject payment for any Services performed after the date the termination notice is deemed received.

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

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

6.5 SEVERABILITY.

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

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

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

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

6.8 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

6.9 VENUE. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

6.10 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

6.11 AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT. The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth herein.

DATED _____

CITY OF MARYSVILLE

By _____
Jon Nehring, Mayor

DATED _____

OTAK

By _____
_____(Name)
Its: _____(Title)

ATTEST/AUTHENTICATED:

_____
Chari Taber, Deputy City Clerk

Approved as to form:

_____
Jon Walker, City Attorney

EXHIBIT A
Scope of Services

EXHIBIT A

SCOPE OF SERVICES
ENGINEERING SERVICES

City of Marysville, Washington
51st Avenue NE and 132nd Street NE Culvert Replacement Project
Otak Project No. 22682
March 16, 2026

Project Overview

The City of Marysville is requesting professional services to replace existing culverts crossing the Middle Fork Quilceda Creek at 51st Avenue NE and 132nd Street NE.

The project will be phased as follows:

- Phase 1 – Type, Size, and Location (TS&L) Report
- Phase 2 – Preliminary Engineering and Environmental Permitting (Future Work)
- Phase 3 – Right-Of-Way Acquisition (Future Work)
- Phase 4 – Construction Engineering (Future Work)

Phase 1 – Type, Size and Location (TS&L) Report

Project management and coordination; survey project; develop project base map; perform site investigations; initial coordination with the Tulalip Tribes of Washington and permitting agencies; perform subsurface investigations; prepare geotechnical and structural evaluation of the 132nd Street NE existing retaining wall; prepare geotechnical draft data report and design considerations memorandum; perform hydrologic and hydraulic analysis; prepare draft hydraulic analysis report; perform bridge alternatives analysis; assess traffic control options; assess lighting options; assess right-of-way impacts of alternatives; develop project alternatives analysis costs; prepare TS&L report; and coordinate with the City to select alternative to move forward into Phase 2.

Contingent Task: 132nd ST NE Existing Retaining Wall. Large pavement cracks have been observed in the roadway on the upstream east side of the crossing. If the results of the TS&L indicate that failure of the upstream retaining wall may be imminent, additional tasks, as authorized by the City, may be used to assess the wall further and provide design and construction support services necessary to implement an emergency repair of the crossing.

Phase 2 – Preliminary Engineering and Environmental Permitting (Future Work)

Provide project management and coordination; pick up additional survey items and update project base map; prepare environmental permit documentation; continue coordination with the Tulalip Tribes of Washington and permitting agencies; perform supplemental geotechnical explorations and pilot infiltration tests (PITs) (contingency); complete hydrogeological and geotechnical analyses and prepare final geotechnical data report and draft and final design report; complete hydrologic and hydraulic analysis; prepare final hydraulic analysis report; and prepare 30%, 60%, 90% and final plans, specifications and cost estimate (PS&E); and assess right-of-way impacts in preparation for Phase 3

Provide assistance to the City during bidding. The nature of design services during bidding is unpredictable, relying on bidding contractors and the direction of the City. Bid support services will be provided on a time and materials basis, as directed by the City. The contract amount will not be exceeded without City authorization of additional budget.

Phase 3 – Right-Of-Way Acquisition (Future Work)

Provide project management and coordination, prepare legal descriptions, and exhibits for property acquisitions and temporary easements; coordinate and negotiate with property owners; and finalize property acquisitions in coordination with City staff and property owners.

Phase 4 – Construction Engineering (Future Work)

The scope of services for construction engineering describes the work anticipated as it is understood at this time. The nature of design services during construction is unpredictable, relying on the performance of the contractor and the direction of the City. The number of deliverables as noted below are estimates only. These services will be provided on a time and materials basis, as directed by the City. The contract amount will not be exceeded without City authorization of additional budget. The design team will provide project management and coordination; review construction contractor submittals; respond to construction contractor requests for information; attend construction meetings; visit the site to observe construction; develop design changes; prepare as-built drawings; and prepare as-constructed bridge load rating reports.

Scope of Services

The following scope of services are for Phase 1 work. Subsequent phases are included to aid updating the scope of services as the project progresses and are marked as Future Work. Future work will be added and edited as needed and approved by the City.

Scope of Work Index

1 Project Management
- 1.1 Phase 1 – Type, Size and Location (TS&L) Report
  - 1.1.1 General Project Management
  - 1.1.2 Schedule
  - 1.1.3 Invoice and Progress Reporting
  - 1.1.4 Meetings
  - 1.1.5 132nd ST NE Existing Retaining Wall (Contingent)
- 1.2 Phase 2 – Preliminary Engineering and Environmental Permitting (Future Work)
  - 1.2.1 General Project Management
  - 1.2.2 Schedule
  - 1.2.3 Invoice and Progress Reporting
  - 1.2.4 Meetings
- 1.3 Phase 3 – Right-Of-Way Acquisition (Future Work)
  - 1.3.1 General Project Management
  - 1.3.2 Schedule
  - 1.3.3 Invoice and Progress Reporting
  - 1.3.4 Meetings
- 1.4 Phase 4 – Construction Engineering (Future Work)
  - 1.4.1 General Project Management
  - 1.4.2 Schedule
  - 1.4.3 Invoice and Progress Reporting
  - 1.4.4 Meetings

2 Surveying
- 2.1 Phase 1 – Type, Size and Location (TS&L) Report
  - 2.1.1 Topographic Surveying and Mapping
  - 2.1.2 Existing Right-Of-Way and Boundary Resolution
- 2.2 Phase 2 – Preliminary Engineering and Environmental Permitting (Future Work)
  - 2.2.1 Topographic Surveying and Mapping
  - 2.2.2 Pre-construction Record of Survey
- 2.3 Phase 3 – Right-Of-Way Acquisition (Future Work)
  - 2.3.1 Legal Descriptions and Exhibits
  - 2.3.2 Acquisition Staking
- 2.4 Phase 4 – Construction Engineering (Future Work)

3 Environmental Documentation and Permitting
- 3.1 Phase 1 – Type, Size and Location (TS&L) Report
  - 3.1.1 Site Investigation and Report
  - 3.1.2 Permitting and Environmental Review Memorandum
  - 3.1.3 Bankfull Width Memorandum and Agency Meeting
- 3.2 Phase 2 – Preliminary Engineering and Environmental Permitting (Future Work)
  - 3.2.1 NEPA Compliance Documentation
  - 3.2.2 ESA Compliance Documentation – Biological Assessment
  - 3.2.3 JARPA Form and Drawings

- 3.2.4 Agency Meetings, City Permits, and Permit Facilitation
- 3.2.5 Prepare Onsite Restoration and Mitigation Bank Use Plan
- 3.2.6 SEPA Compliance
- 3.2.7 Cultural Resources Assessment

3.3 Phase 3 – Right-Of-Way Acquisition (Future Work)

3.4 Phase 4 – Construction Engineering (Future Work)

4 Hydrologic and Hydraulic Engineering

4.1 Phase 1 – Type, Size and Location (TS&L) Report
- 4.1.1 Site Investigation
- 4.1.2 Geomorphic Field Assessment
- 4.1.3 Geomorphic Assessment Memorandum
- 4.1.4 Hydrologic Analysis
- 4.1.5 Hydraulic Analysis
- 4.1.6 Preliminary Stream Grading Alternatives
- 4.1.7 Preliminary Hydraulic Design Report
- 4.1.8 Cost Estimate
- 4.1.9 Design Review Meetings
- 4.1.10 Phase 2 Recommendations

4.2 Phase 2 – Preliminary Engineering and Environmental Permitting (Future Work)
- 4.2.1 30% Design, Plans and Costs
- 4.2.2 60% Design and PS&E
- 4.2.3 90% Design and PS&E
- 4.2.4 Final Design and PS&E
- 4.2.5 Design Review Meetings
- 4.2.6 Bid Assistance

4.3 Phase 3 – Right-Of-Way Acquisition (Future Work)
- 4.3.1 Right-Of-Way Support

4.4 Phase 4 – Construction Engineering (Future Work)
- 4.4.1 Meetings and Site Visits
- 4.4.2 Requests for Information
- 4.4.3 Submittals
- 4.4.4 Changes
- 4.4.5 As-Built Plans

5 Civil Engineering

5.1 Phase 1 – Type, Size and Location (TS&L) Report
- 5.1.1 132nd St NE Existing Retaining Wall (Contingent)
- 5.1.2 Site Investigation
- 5.1.3 Data Collection and Review
- 5.1.4 Project Basemap Coordination
- 5.1.5 Stakeholder Coordination
- 5.1.6 Preliminary Road and Stream Grading Alternatives
- 5.1.7 Right-Of-Way Impact Analysis
- 5.1.8 Right-Of-Way Exhibit
- 5.1.9 Utility Identification
- 5.1.10 Cost Estimate
- 5.1.11 Technical Report Writing
- 5.1.12 Phase 2 Recommendations
- 5.1.13 Road Drainage Minimum Requirements and Concepts

5.2 Phase 2 – Preliminary Engineering and Environmental Permitting (Future Work)
- 5.2.1 30% Design, Plans and Costs
- 5.2.2 60% Design and PS&E
- 5.2.3 90% Design and PS&E
- 5.2.4 Final Design and PS&E
- 5.2.5 Bid Assistance

5.3 Phase 3 – Right-Of-Way Acquisition (Future Work)
- 5.3.1 Right-Of-Way Support

5.4 Phase 4 – Construction Engineering (Future Work)
- 5.4.1 Meetings and Site Visits
- 5.4.2 Requests for Information
- 5.4.3 Submittals
- 5.4.4 Changes
- 5.4.5 As-Built Plans

6 Bridge Engineering

6.1 Phase 1 – Type, Size and Location (TS&L) Report
- 6.1.1 132nd St NE Existing Retaining Wall (Contingent)
- 6.1.2 Site Investigation
- 6.1.3 Alternatives Analysis
- 6.1.4 TS&L Plans
- 6.1.5 TS&L Cost Estimates
- 6.1.6 TS&L Report

6.2 Phase 2 – Preliminary Engineering and Environmental Permitting (Future Work)
- 6.2.1 30% Design, Plans and Costs
- 6.2.2 60% Design and PS&E
- 6.2.3 90% Design and PS&E
- 6.2.4 Final Design and PS&E
- 6.2.5 Bid Assistance

6.3 Phase 3 – Right-Of-Way Acquisition (Future Work)
- 6.3.1 Right-Of-Way Support

6.4 Phase 4 – Construction Engineering (Future Work)
- 6.4.1 Meetings and Site Visits
- 6.4.2 Requests for Information
- 6.4.3 Submittals
- 6.4.4 Changes
- 6.4.5 As-Built Plans
- 6.4.6 Bridge Load Ratings

7 Landscape Architecture

7.1 Phase 1 – Type, Size and Location (TS&L) Report

- 7.1.1 TS&L Cost Estimates
- 7.1.2 TS&L Report

7.2 Phase 2 – Preliminary Engineering and Environmental Permitting (Future Work)
- 7.2.1 30% Design, Plans and Costs
- 7.2.2 60% Design and PS&E
- 7.2.3 90% Design and PS&E
- 7.2.4 Final Design and PS&E
- 7.2.5 Bid Assistance

7.3 Phase 3 – Right-Of-Way Acquisition (Future Work)
- 7.3.1 Right-Of-Way Support

7.4 Phase 4 – Construction Engineering (Future Work)
- 7.4.1 Meetings and Site Visits
- 7.4.2 Requests for Information
- 7.4.3 Submittals
- 7.4.4 Changes
- 7.4.5 As-Built Plans

8 Geotechnical and Hydrogeological Services (GeoEngineers)

8.1 Phase 1 – Type, Size and Location (TS&L) Report
- 8.1.1 132nd St NE Existing Retaining Wall (Contingent)
- 8.1.2 Geotechnical Exploration and Laboratory Testing
- 8.1.3 Preliminary Geotechnical Analysis and Reporting

8.2 Phase 2 – Preliminary Engineering and Environmental Permitting (Future Work)
- 8.2.1 Supplemental Geotechnical Exploration
- 8.2.2 Pilot Infiltration Test (Contingent)
- 8.2.3 Geotechnical Analysis and Final Reporting
- 8.2.4 Bid Assistance

8.3 Phase 3 – Right-Of-Way Acquisition (Future Work)

8.4 Phase 4 – Construction Engineering (Future Work)
- 8.4.1 Construction Observation Services

9 Illumination Design (Transpo)

9.1 Phase 1 – Type, Size and Location (TS&L) Report
- 9.1.1 Light Standard Alternatives Evaluation

9.2 Phase 2 – Preliminary Engineering and Environmental Permitting (Future Work)
- 9.2.1 30% Design, Plans and Costs
- 9.2.2 60% Design and PS&E
- 9.2.3 90% Design and PS&E
- 9.2.4 Final Design and PS&E
- 9.2.5 Bid Assistance

9.3 Phase 3 – Right-Of-Way Acquisition (Future Work)

9.4 Phase 4 – Construction Engineering (Future Work)
- 9.4.1 Meetings and Site Visits
- 9.4.2 Requests for Information
- 9.4.3 Submittals
- 9.4.4 As-Built Plans

10 Right-Of-Way Services (RES Group Northwest)

10.1 Phase 1 – Type, Size and Location (TS&L) Report
- 10.1.1 Meetings
- 10.1.2 Identify Right-of-Way Impacts
- 10.1.3 Determine Preliminary ROW Costs

10.2 Phase 2 – Preliminary Engineering and Environmental Permitting (Future Work)
- 10.2.1 Review City Supplied Title Reports
- 10.2.2 ROW Funding Estimate
- 10.2.3 Appraisal and Appraisal Review Services

10.3 Phase 3 – Right-Of-Way Acquisition (Future Work)
- 10.3.1 Meetings and Administrative
- 10.3.2 Negotiation Services
- 10.3.3 Closing Services

10.4 Phase 4 – Construction Engineering (Future Work)

11 Cultural Resources (Cultural Resources Consultants)

11.1 Phase 1 – Type, Size and Location (TS&L) Report
- 11.1.1 Archaeological Monitoring of Geotechnical Explorations

11.2 Phase 2 – Preliminary Engineering and Environmental Permitting (Future Work)
- 11.2.1 Area of Potential Effects
- 11.2.2 Cultural Resources Assessment Report

11.3 Phase 3 – Right-Of-Way Acquisition (Future Work)

11.4 Phase 4 – Construction Engineering (Future Work)

1. PROJECT MANAGEMENT

In each phase of the project, Otak's project manager will provide general project management, develop and update project schedules, develop and submit monthly invoices and progress summary reports, and meet with the City to coordinate work.

General project management will include tracking and managing project scope, schedule, budget, and work status; communicating project status with the City Project Manager; coordinating with other applicable City staff as may be required; coordinating and tracking subconsultant status; and coordinating project status internally.

Monthly progress report and a monthly billing statement (invoice) will include tasks accomplished, schedule status, and budget status, including, as needed, explanation of variance between anticipated and actual schedule and budget.

Meetings will occur remotely and will be held using MS Teams or other online communication software as requested by the City.

1.1. Phase 1 – Type, Size and Location (TS&L) Report

1.1.1. General Project Management

General project management services in this phase will be performed over nine (9) months.

1.1.2. Schedule

A MS Project schedule will be developed near the beginning of the project and will be updated up to two (2) times to capture significant schedule changes and as directed by the City.

1.1.3. Invoice and Progress Reporting

Prepare nine (9) monthly invoices and progress reports.

1.1.4. Meetings

Select design team staff will attend meetings to coordinate project status with City staff. Level of effort assumes:

- One (1) kickoff meeting near the start of the project
- Two (2) meetings to discuss City review of draft reports and memorandums
- Two (2) coordination meetings to discuss alternatives development.

Level of effort assumes two (2) hours per meeting.

Otak's project manager and the City's project manager will meet up to six (6) times to discuss project status. Meetings will occur remotely. Level of effort assumes one (1) hour per meeting.

1.1.5. 132nd ST NE Existing Retaining Wall (Contingent)

Work in this task will proceed only upon authorization by the City. If authorized, provide additional general project management and coordination associated with assessing the condition of the existing retaining wall along the north edge of 132nd St NE. Work associated with the wall will be included in the schedule, invoice and progress reporting, and meetings included in Phase 1.1.1-1.1.4 project management and no additional effort will be needed for those work items. The same management duration is assumed as indicated in Phase 1.1.1.

1.2. Phase 2 – Preliminary Engineering and Environmental Permitting (Future Work)

1.2.1. General Project Management

General project management services in this phase will be performed over xx (xx) months.

1.2.2. Schedule

The project schedule will be updated up to xx (x) times to capture significant schedule changes and as directed by the City.

1.2.3. Invoice and Progress Reporting

Prepare xx (xx) monthly invoices and progress reports.

1.2.4. Meetings

Select design team staff will attend meetings to coordinate project status with City staff. Level of effort assumes xx (xx) meetings to discuss City review of the 30%, 60%, 90%, and draft final PS&E submittals. Level of effort assumes xx (xx) hours per meeting.

Select design team staff will attend up to xx (xx) additional coordination meetings to discuss design development. Level of effort assumes xx (xx) hour per meeting.

Otak's project manager and the City's project manager will meet monthly (xx meetings) to discuss project status. Level of effort assumes xx (xx) hour per meeting.

1.3. Phase 3 – Right-Of-Way Acquisition (Future Work)

1.3.1. General Project Management

General project management services in this phase will be performed over xx (xx) months.

1.3.2. Schedule

The project schedule will be updated xx (xx) time to capture significant schedule changes and as directed by the City.

1.3.3. Invoice and Progress Reporting

Prepare xx (xx) monthly invoices and progress reports.

1.3.4. Meetings

Select design team staff will attend meetings to coordinate project status with City staff. Level of effort assumes two (2) meetings to discuss right-of-way acquisition status. Level of effort assumes xx (xx) per meeting.

Otak's project manager and the City's project manager will meet monthly (xx meetings) to discuss project status. Level of effort assumes xx (xx) hour per meeting.

1.4. Phase 4 – Construction Engineering (Future Work)

1.4.1. General Project Management

General project management services in this phase will be performed over xx (xx) months. Otak's project manager will notify the City project manager when 85% of the construction phase services budget has been used.

1.4.2. Schedule

No work for this task.

1.4.3. Invoice and Progress Reporting

Prepare xx (xx) monthly invoices and progress reports.

1.4.4. Meetings

Construction support meetings are covered under separate tasks.

Otak's project manager and the City's project manager will meet monthly (xx meetings) to discuss project status. Level of effort assumes xx (xx) hour per meeting.

Deliverables

Monthly progress reports and invoices will be submitted in 8.5x11 PDF format. Project schedules will be submitted in MS Project and 11x17 PDF formats.

Phase 1 – TS&L Report

- Nine (9) monthly progress reports and invoices.
- Initial schedule and up to two (2) updated schedules.

Phase 2 – Preliminary Engineering and Environmental Permitting (Future Work)

- Xx (xx) Monthly progress reports and invoices.
- Up to xx (xx) updated schedules.

Phase 3 – Right-Of-Way Acquisition (Future Work)

- Xx (xx) Monthly progress reports and invoices.
- Xx (xx) updated schedule.

Phase 4 – Construction Engineering (Future Work)

- Xx (xx) Monthly progress reports and invoices.

2. SURVEYING

2.1. Phase 1 – Type, Size and Location (TS&L) Report

2.1.1. Topographic Surveying and Mapping

Provide topographic surveying to create a comprehensive topographic base map and digital terrain model for design.

- Establish survey control. Control will be on NAD 83/2007 Washington State Plane North Zone and NAVD 88.
- Contact the Washington Utility Notification Center's One-Call center for mark-up of existing utilities and request maps.
- A private utility locator will mark any missing underground utilities that are traceable within the project area.
- Collect topographic data of constructed and natural features. Topographic features include, but are not limited to, roadway, edge of pavement, edge of gravel, driveways, fences, walls, 6" DBH and larger trees, signs, mailboxes, striping, wetland and ordinary high water flags, ditches, surface utilities, rim'/invert elevations and pipes of inlets, manholes and culverts.
    - 90feet wide (45feet from centerline) along 51st Avenue NE from a point 150 feet north of 132nd Street NE to a point 130 feet south of 128th Place NE
    - 70feet wide (35feet from centerline) along 132nd Street NE from 51st Avenue NE to a point 1400 feet east
    - 150 feet along side streets

- Environmental survey area will include 100' upstream and downstream of each crossing for 150' from the center point of culvert/road crossing.

- Collect eight cross sections along the Middle Fork Quilceda Creek from a point 300 feet north of 132nd Street NE to a point 300 feet southwest of 51st Avenue NE.
- Basemap will be prepared in 2026 compatible format following City CADD standards.

2.1.2. Existing Right-Of Way and Boundary Resolution

Perform the following:

- Perform survey research
- Recover existing monuments sufficient to resolve ROW
- Use GIS data for property lines

2.2. Phase 2 – Preliminary Engineering and Environmental Permitting (Future Work)

2.2.1. Topographic Mapping and Survey

Up to two (2) visits to collect additional data, recover property monuments, and update base map and digital terrain model with the new data to support the selected alternative design work.

2.2.2. Pre-construction Record of Survey

- Prepare and file a record of survey with Snohomish County.
- Submit Application for Permit to Remove or Destroy a Survey Monument to the Department of Natural Resources (DNR).

2.3. Phase 3 – Right-Of-Way Acquisition (Future Work)

2.3.1. Legal Descriptions and Exhibits

Prepare legal descriptions and exhibits for proposed ROW, permanent easement and temporary construction easement for acquisitions. 25 properties are assumed.

2.3.2. Acquisition Staking

Stake existing ROW, new ROW, permanent easements and temporary construction easements for appraisal purposes.

2.4. Phase 4 – Construction Engineering (Future Work)

No work is anticipated in this phase.

Deliverables

Phase 1 – TS&L Report

- Base map drawing with a TIN generated surface in Autodesk Civil 3D

Phase 2 – Preliminary Engineering and Environmental Permitting (Future Work)

- Updated base map drawing
- Pre-Construction Record of Survey (PDF format)
- Permit to Remove or Destroy a Survey Monument (PDF format)

Phase 3 – Right-Of-Way Acquisition (Future Work)

- Legal descriptions and exhibits (PDF format)

Phase 4 – Construction Engineering (Future Work)

- None

3. ENVIRONMENTAL DOCUMENTATION AND PERMITTING

3.1. Phase 1 – Type, Size and Location (TS&L) Report

3.1.1. Site Investigation and Report

Conduct wetland and stream delineations within the two project areas at 51st Avenue NE and 132nd Street. Stream habitat will be characterized qualitatively to document baseline conditions to support restoration design and permitting pathways for regulatory compliance. The delineated wetland boundaries and ordinary high water (OHW) line will be marked with flagging or wire flag stakes and surveyed as described in Task 2.1. The area for the wetland and OHW flagging will extend for 100 feet upstream and downstream of the culvert, and for 150 feet along each roadway in both directions from the existing culverts.

Wetlands will be delineated using the Corps of Engineers Wetlands Delineation Manual (1987) as amended, and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains Valleys, and Coast Region (2010) as required by City of Marysville, WDFW, Ecology, and the Corps of Engineers. All delineated wetlands will be rated using the Washington State Wetland Rating System for Western Washington – 2014 Update (Ecology Publication No. 14-06-029) to classify wetlands and determine buffer widths per Marysville's critical areas ordinance (MMC Chapter 22E.010). The OHW line on the Middle Fork Quilceda Creek will be delineated in accordance with USACE Regulatory Guidance Letter 05-05 (Ordinary High Water Mark Identification) and Determining the Ordinary High Water Mark for Shoreline Management Act Compliance in Washington State (Ecology 2016).

Prepare a Wetland and Stream Delineation Report in accordance with state and federal standards, including special flood hazard areas, wetlands, and fish and wildlife habitat conservation areas (FWHCAs).

3.1.2. Permitting and Environmental Review Memorandum

Prepare a Permitting and Environmental Review Memorandum (PERM) based on the preliminary design for the project. The PERM will include a summary of existing conditions and describe anticipated impacts to regulated environmental areas. A regulatory compliance and permit strategy for local, state, and federal agencies will be developed to acquire environmental permits for construction. The PERM will address scheduling implications and mitigation needs based on project impacts for mitigation planning prior to submitting applications. The PERM will also address strategies for compliance with the Endangered Species Act, Magnusson Stevens Fisheries Act, and Section 106 of the National Historic Preservation Act, and NEPA should federal aid be awarded for construction.

3.1.3. Bankfull Width Memorandum and Agency Meeting

Collect up to ten bankfull width (BFW) measurements within the project area during the geomorphic field assessment. The BFWs will be flagged in the field for subsequent location and measurement confirmation with the agencies and Tribes. Upon completion of the field BFW collections, a draft memorandum will be prepared summarizing the BFW locations and field measurements. This memorandum will serve as the basis for the BFW site concurrence meeting and will be provided to agencies and Tribes prior to the site meeting.

Organize and facilitate the on-site meeting with the agencies and Tribes. Review and agreement of BFWs will occur during this on-site meeting. The BFW agreed upon by the agencies and Tribes during the on-site field concurrence meeting will be presented in the final BFW memorandum and incorporated into the final hydraulic design report that will be prepared during Phase 2.

3.2. Phase 2 – Preliminary Engineering and Environmental Permitting (Future Work)

3.2.1. NEPA Compliance Documentation

To comply with NEPA requirements a NEPA Categorical Exclusion Documentation Form will be prepared per the criteria in WSDOT's LAG Manual. The NEPA Categorical Exclusion Documentation Form and supporting environmental reports will be submitted to the City as the Local Agency. Otak on behalf of the City will submit to WSDOT's Local Programs. This task includes preparation of an Air and Noise Report for widening the road adjacent to sensitive receptors.

3.2.2. ESA Compliance Documentation – Biological Assessment

Documentation necessary for compliance with the provisions of the Endangered Species Act (ESA) will be prepared for the project. A Biological Assessment will be prepared for WSDOT Local Program's consultation with the National Marine Fisheries Services (NMFS) and the US Fish and Wildlife Service (USFWS) for project impacts to ESA-listed species. Formal consultation with NMFS is expected to be required for this project due to the road widening, increase in Pollution Generating Impervious Surface, and fish removal/handling during construction. It is anticipated that ESA compliance will be completed as a component of NEPA compliance prior to the application to the Corps for a Section 404 permit. The Biological Assessment will include qualitative water quality impacts analysis for the chemical 6ppd-q from tire wear due to the anticipated increase in pollution generating impervious surfaces. The delayed and cumulative effects analyses are expected to include additional impacts from potential future development related to road widening.

3.2.3. JARPA Form and Drawings

A Joint Aquatic Resources Permit Application (JARPA) will be completed when the project reaches a 60 percent design stage. The JARPA will be used to apply for the City wetland and land use permits; Ecology Section Individual 401 certification; Washington State Department of Fish and Wildlife (WDFW) Hydraulic Project Approval (HPA); and a Department of the Army (Section 404) permit from the Corps of Engineers. The project is anticipated to be permitted under a Nationwide Permit #14 for Linear Transportation projects and result in less than a half-acre of wetland impacts.

3.2.4. Agency Meetings, City Permits, and Permit Facilitation

Prior to permit submittals, support Citty staff to arrange a meeting, preferably on-site, with all applicable City planning, State, and Federal resource and regulatory agency staff and WSDOT Local Programs Engineer to assure that they have a solid understanding of the existing and proposed conditions for the project prior to receiving the NEPA and JARPA packages. After permits are submitted, coordinate with the project team to respond to comments, provide additional clarification, and assist with shepherding the permits through the process efficiently.

3.2.5. Prepare Onsite Restoration and Mitigation Bank Use Plan

The project will require a mitigation and monitoring plan that addresses no net loss of functions to wetlands, stream and riparian habitat as required by the City, Ecology, and the USACE. A plan

will be developed to document the onsite mitigation and monitoring that will be necessary. The plan will include performance standards and monitoring methods to meet City code requirements and USACE standards, including mitigation sequencing to avoid, minimize, and compensate for environmental impacts. A Bank Use Plan will be prepared to support the purchase of mitigation credits form a federally approved mitigation bank if all impacts cannot be mitigated for on site.

3.2.6. SEPA Compliance

The project will require compliance with the State Environmental Policy Act (SEPA).

Prepare a SEPA checklist with vicinity map and simple plan view appropriate for the general public and submit the checklist to the City for environmental review as the lead agency in the SEPA process.

3.2.7. Cultural Resources Assessment

The Cultural Resources Assessment Report will be completed for NEPA under this task.

3.3. Phase 3 – Right-Of-Way Acquisition (Future Work)

No work is anticipated in this phase.

3.4. Phase 4 – Construction Engineering (Future Work)

No work is anticipated in this phase.

Deliverables

Phase 1 – TS&L Report

- Draft and final Wetland and Stream Delineation Report (PDF format)
- Draft and final PERM (PDF format)
- Draft and final BFW Memorandum (PDF format)

Phase 2 – Preliminary Engineering and Environmental Permitting (Future Work)

- NEPA compliance documentation
- ESA compliance documentation
- JARPA form
- JARPA drawings
- Mitigation and monitoring plan
- SEPA checklist
- Cultural Resources Assessment Report

Phase 3 – Right-Of-Way Acquisition (Future Work)

- None

Phase 4 – Construction Engineering (Future Work)

- None

4. HYDROLOGIC AND HYDRAULIC ENGINEERING

4.1. Phase 1 – Type, Size and Location (TS&L) Report

4.1.1. Site Investigation

Review available data and information and perform a field assessment to document existing geomorphic conditions and collect field measurements at the road crossings, as well as in the immediate area upstream and downstream of the crossings. Seek to identify a suitable reference or design reach to support the analysis and design of the new crossing structure. Collect stream bankfull width measurements.

Prior to the site geomorphic field assessment, compile and review available data and background information applicable to the crossing site. This may include information such as historical aerial photographs, Government Land Office (GLO) maps, LiDAR imaging, surficial geology, FEMA flood maps, DNR hydrography information, topographic survey, and soils information.

4.1.2. Geomorphic Field Assessment

Geomorphic field assessment includes qualitative and/or quantitative evaluations of: bed material (type), particle size distribution (pebble counts or bulk sample), sediment transport setting, channel morphology, large woody material (LWM) occurrence, channel migration potential, riparian conditions, bankfull widths, beaver activity and man-made channel alterations/constraints and hydraulic controls. In addition, the reference or design reach will be field located on Middle Fork Quilceda Creek, if applicable. Conditions will be evaluated road crossings, as well as in the immediate area upstream and downstream of the crossings.

This field data will be used to inform:

- Bed material characteristics
- Channel geometry dimensions and bed slope
- Channel morphology
- Reach-scale channel processes including sediment sources, deposition and erosion
- Relative abundance of large and small woody material and their effects on channel stability and planform

The field conditions and assessment will be summarized in the Geomorphic Assessment Memorandum.

4.1.3. Geomorphic Assessment Memorandum

Otak will prepare a draft geomorphic assessment memorandum. This memorandum will summarize the existing geomorphic conditions at the site, based on the background data review and field data collection. In addition, this memorandum will provide geomorphic recommendations to support the culvert design including recommended bed material sizing, channel dimensions, planform, bed morphology, bed slope, and large woody material. The final BFW memorandum will be attached as an appendix to this memorandum.

4.1.4. Hydrologic Analysis

The City will provide the most updated hydrologic studies or hydrologic models, representing the existing hydrology condition of Middle Fork Quilceda Creek at project locations. In the meantime, Otak will verify their existing 2011 WWHM HSPF model with existing land use land cover, soil, and precipitation data. Utilizing available hydrologic data at the project site and assuming no significant updates required, Otak will develop peak flows at different return periods at 2-, 25-, 50-

, 100- to 500-year. Results will be used in hydraulic modeling. A summary of the hydrologic model review and updates will be included in the Preliminary Hydraulic Design Report.

4.1.5. Hydraulic Analysis

Otak will perform a two-dimensional hydraulic analysis of Middle Fork Quilceda Creek covering both project crossings at 132nd St SE and 51st Ave SE, using the Bureau of Reclamation SRH-2D model with Surface-water Modeling System (SMS) computer software. The hydraulic model will be developed to evaluate existing conditions, natural conditions and up to two (2) proposed condition alternatives at each site for a range of flows up through the 500-year event.

It is assumed that the model domain will extend approximately 300′ upstream and 300′ downstream of each road crossing or align with topographic survey data extent. Steady-state inflow boundary conditions will be used based on hydrologic analysis results peak flows or flow duration curves, and the models will be run over a long enough simulation time to establish steady-state hydraulic grade lines.

The evaluation of the hydraulic conditions from existing, natural, and proposed conditions will include the change in water surface elevations, depths, velocities, shear stresses, potential upstream and downstream impacts from improving conveyance. The proposed water surface elevations will be used to establish the minimum height for the culvert replacement based on freeboard and debris clearance. The velocity results will be used to inform the design about potential fish-passage conditions, stream channel stability, and wood structure placement for the stream improvements.

A conceptual stream design and preliminary calculation for the preferred alternative will be performed following WSDOT bridge simulation approach and habitat restoration guidelines, in terms of:

- Sediment supply and transportation
- Potential aggradation/degradation
- Lateral migration
- Streambed material mobility
- Chanel complexity design
- Scour and scour countermeasures

4.1.6. Preliminary Stream Grading Alternatives

Following the preliminary establishment of the low chord and structure free zones, a total of 2 alternatives for each site will be evaluated and a preliminary model illustrating the minimum and maximum impacts to project footprint based on stream grade, embankment slopes, and corridor widening impacts will be developed.

Modeling assumptions are as follows:

- A maximum of two horizontal alignments will be evaluated for the revised stream alignment at each site and limits thereof will be local to the existing culvert.
- A maximum of two stream profiles per site are to be established (one for each stream alignment) utilizing stream simulation criteria.
- A maximum of two stream corridor templates will be utilized to establish cut and fill limits along the stream profile, assuming the maximum and minimum impacts to project footprint based on stream simulation criteria and geotechnical limitations to be defined.

4.1.7. Preliminary Hydraulic Design Report

Prepare a Preliminary Hydraulic Design Report that documents the hydrologic and hydraulic analysis and design for the preferred alternative, including peak discharges and water level elevations for evaluated flood events for proposed conditions, preliminary scour analysis and countermeasure recommendation, streambed material sizing, conceptual stream complexity design, and submit draft for review. Prepare a response to review comments and incorporate changes into a final Preliminary Hydraulic Design Report.

4.1.8. Cost Estimate

Prepare quantities and cost estimate information for stream restoration items for each proposed alternative at each site. The stream items will be added to the planning level cost estimate being provided under civil task 5.1.8.

4.1.9. Design Review Meetings

Conduct design review meetings with City to review alternatives and preliminary design issues. This is estimated to include up to three meetings attended by two water resources engineers to discuss hydraulics and stream-related issues so that preliminary design decisions can be made with input from City.

4.1.10. Phase 2 Recommendations

Following Completion of Phase 1, provide a redefined list of recommendations and assumptions to carry forward at City's discretion in Phase 2.

4.2. Phase 2 – Preliminary Engineering and Environmental Permitting (Future Work)

4.2.1. 30% Design, Plans and Costs

- Develop a design for stream channel reconstruction and habitat improvement following replacement of the existing structure.
- Incorporate channel morphology design into hydraulic proposed condition, update model configurations and results
- Use updated hydraulic results to determine the proposed streambed material gradation
- Utilize updated hydraulic results and perform large woody material design, including layout and function design for each piece.
- Use updated hydraulic results and streambed material to update scour calculation
- If necessary, use data from the scour analysis to determine gradation and thickness of a riprap revetment that may be used as scour countermeasures at the crossing.
- Coordinate stream channel design with the design team.

4.2.2. 60% Design and PS&E

- Update stream design plans per 30% comments.
- Update hydraulic model per changes to stream design
- Otak will conduct flood risk assessment at projection location, evaluating 100-year water elevation and inundation area changes in the project vicinity and affected structures.
- Large woody material stability for each woody piece will be calculated, with recommended anchoring method proposed for 100-year design flow.
- Detailed stream design sheets shall be developed.
- Update Preliminary Hydraulic Report per the 60% design.
- Temporary Stream Diversion plan sheet will be developed
- A list of special provisions required for stream-related items will be provided

4.2.3. 90% Design and PS&E

Update stream design and plans per 60% comments. Prepare 90% special provisions for stream-related items. Update quantities and cost estimate for stream related items.

Update hydraulic model per changes to stream design. Finalize Hydraulic Design Report to reflect final design.

4.2.4. Final Design and PS&E

Update stream design and plans per 90% comments. Prepare final special provisions for stream-related items. Update quantities and cost estimate for stream related items.

It is assumed that design changes made from 90% to Final will be minor and will not require updating the Hydraulic Design Report.

4.2.5. Design Review Meetings

Conduct design review meetings with City to review hydraulic design issues. This is estimated to include up to five meetings attended by two water resources engineers to discuss hydraulics and stream-related issues so that design decisions can be made with input from City.

4.2.6. Bid Assistance

As requested by the City, respond to bidder questions, provide minor revisions to the plans with updated quantities and special provisions for addendum, attend a pre-bid meeting, and provide input into bid results.

4.3. Phase 3 – Right-Of-Way Acquisition (Future Work)

4.3.1. Right-Of-Way Support

As the project develops, hydraulic engineering support will be provided to establish Right of Way impacts, provide Temporary Easement Exhibits and develop Right of Way Dedications. Surveying to provide all exhibits and dedication deliverables as noted in 2.3.1.Phase 4 – Construction Engineering.

4.4. Phase 4 – Construction Engineering (Future Work)

4.4.1. Meetings and Site Visits

Attend construction meetings upon request from the City. It is assumed that the City and the contractor will meet weekly during construction and will request design team presence at select meetings. When available, meetings will be attended via MS Teams or other online communication software as requested by the City. When needed, construction meetings will be attended at the project site.

Visit the project site as requested by the City for coordination, observation of stream construction, and punch list walkthrough.

4.4.2. Requests for Information

Respond to questions and requests for information from the City and the contractor. Responses will be sent to the City via email for distribution to the contractor.

4.4.3. Submittals

Review submittals upon request from the City. Reviewed submittals will be sent to the City via email for distribution to the contractor. The following submittals are assumed:

- Temporary Stream Diversion Plan
- Streambed Materials
- Geotextile materials
- Streambank Erosion Control Materials
- Other as defined by the City

4.4.4. Changes

Upon request from the City, assess proposed changes from the City or contractor, revise plans and specifications, update quantity and cost information, and provide other changes as needed.

4.4.5. As-Built Plans

Update stream CAD files based on as-built markups provided by the City. It is assumed that the contractor will track as-built markups during construction and will supply those to the City. Submit as-built CAD files to the City.

Deliverables

Phase 1 – TS&L Report

- Draft and Final Geomorphic Assessment Memorandum (PDF format)
- Draft and Final Preliminary Hydraulic Design Report (PDF format).
- Summary of the hydraulic analysis and stream restoration design consideration for alternatives (with TS&L report in Task 6.1.6).

Phase 2 – Preliminary Engineering and Environmental Permitting (Future Work)

Plans and costs will be submitted in PDF format. Reports and memos will be submitted in MS Word and/or PDF format. Special provisions outline and special provisions will be submitted in MS Word format. PS&E documents and comment responses will be combined with other disciplines in a single submittal.

- 30% Hydraulic Design Report
- 30% Stream Plans and Cost Estimate
- Responses to City 30% review comments
- 60% Hydraulic Design Report
- 60% Plans, Cost Estimate, and Special Provisions Outline
- Responses to City 60% review comments
- 90% Hydraulic Design Report
- 90% PS&E
- Responses to City 90% review comments
- Final Hydraulic Design Report
- Final PS&E

Phase 3 – Right-Of-Way Acquisition (Future Work)

- None.

Phase 4 – Construction Engineering (Future Work)

- Responses to questions and requests for information (email and/or PDF formats)
- Submittal review comments (PDF format)
- Revised plans and specifications for changes (PDF format)
- As-built plans (AutoCAD and PDF formats)

5. CIVIL ENGINEERING

5.1. Phase 1 – Type, Size and Location (TS&L) Report

5.1.1. 132nd St NE Existing Retaining Wall (Contingent)

Upon approval by the City, provide civil engineering to accommodate emergency repair of the retaining wall and roadway as needed to restore the crossing. Following geotechnical and structural analysis, Otak will prepare 2 sheets illustrating pavement removals and replacement, markings, and pavement section with an additional sheet for appropriate TESC measures within the limits of impacted roadway by means of repair following the City's EDDS chapter 3 standard details and Appendix B. It is assumed one lane closure may be required during the extent of construction activity and traffic control methods will utilize Standard WSDOT drawings for this purpose.

5.1.2. Site Investigation

Complete an initial site investigation at both site locations to observe existing site conditions, roadway drainage patterns, infrastructure and constraints/opportunities; identify survey needs; evaluate potential impact to adjacent parcels; identify impacted features present; assess level of utility coordination efforts; evaluate existing sight distances; observe traffic behavioral patterns; and photograph/document the observed site conditions.

Complete a second site visit to field verify the project survey basemap.

5.1.3. Data Collection and Review

Collect, review and incorporate relevant City, County and State records. Review City's comprehensive masterplan and incorporate relevant findings within the Type Size and Location Report.

5.1.4. Project Basemap Coordination

Following Completion of Site Survey and Topo Basemap, review Draft base map and define any incongruencies or missing items to be incorporated with additional survey items to be collected in Phase 2.

5.1.5. Stakeholder Coordination

Stakeholder coordination to consist of 3 assumed initial meetings with representatives of the Tulalip Tribes, WDFW and/or adjacent property owners to understand existing concerns and conditions and to provide technical support with identifying type size and location of the proposed structures.

5.1.6. Preliminary Road and Stream Grading Alternatives

Following the preliminary establishment of the low cord and structure free zones, a total of 2 alternatives for each site will be evaluated and a preliminary model illustrating the minimum and maximum impacts to project footprint based on stream grade, embankment slopes, and corridor widening impacts will be developed.

Modeling assumptions are as follows:

- A maximum of two horizontal alignments will be evaluated for the revised stream alignment at each site and limits thereof will be local to the existing culvert.
- A maximum of two stream profiles per site are to be established (one for each stream alignment) utilizing stream simulation criteria.

- A maximum of two stream corridor templates will be utilized to establish cut and fill limits along the stream profile, assuming the maximum and minimum impacts to project footprint based on stream simulation criteria and geotechnical limitations to be defined.
- A maximum of 2 roadway profiles at each site, following the existing alignment, based on the preliminary low cord established for each stream alternative.
- A maximum of 2 roadway corridor templates will be utilized to establish cut and fill limits along the roadway profile, assuming the maximum and minimum impacts based on geotechnical limitations to be defined. Provided 51st Ave is proposed to expand from 2 lanes to 3 lanes, the alternative analysis assumption will be to evaluate grading impacts based on a 3-lane section. It is understood that the project aims to localize impacts; accordingly, at the discretion of the City PM, a 3rd corridor model to establish interim, forward compatible grading/paving impacts will be considered at this phase and as directed by the PM accordingly.
- Modeling of bridge approach slabs, abutment walls and roadside features will be established in future design stages.
- A maximum of 3 technical review meetings (1-2 hours in length) will be held to evaluate the alternatives and select the most appropriate of the 2 alternatives based on interdisciplinary review and stakeholder groups input.
- Roadside safety features are to be established in future design stages.

5.1.7. Right-Of-Way Impact Analysis

As preliminary road and stream grading alternatives are developed, Right of Way impacts will be analyzed and defined. It is assumed a maximum of 3 technical review meetings will be performed in unison with the road and stream grading alternative analysis to best evaluate impacts.

5.1.8. Right-O-Way Exhibit

Develop exhibits to show affected parcels, ownership, parcel #’s, and impacts corresponding with preliminary ROW estimate in Task 10.1.3. It is assumed a maximum of 2 exhibits, one for each site will be prepared at this stage.

5.1.9. Utility Identification

As impact limits are defined from the alternative analysis, Public and Franchise utilities will be identified and a utility matrix will be created identifying owner, location and impact description.

5.1.10. Cost Estimate

A high-level planning estimate will be prepared by the consultant for each proposed alternative at each site.

5.1.11. Technical Report Writing

Provide Civil Engineering technical support with the Type Size and Location and Hydraulic Report.

5.1.12. Phase 2 Recommendations and Assumptions

Following Completion of Phase 1 will provide a redefined list of recommendations and assumptions to carry forward at City’s discretion in Phase 2.

5.1.13. Road Drainage Minimum Requirements and Concepts

The project will entail adding a lane on 51st resulting in new impervious surfaces and replacement of impervious surfaces for the culvert upgrade. The culvert upgrade on 132nd will include replacing impervious surfaces and some new impervious is anticipated with the section

improvements (curb, gutter, sidewalk). City of Marysville has adopted the 2019 Department of Ecology Stormwater Management Manual for Western Washington. City Stormwater Code compliance will be checked for each culvert crossing configuration, and the stormwater team will work with the civil/structural design team to minimize stormwater compliance requirements where feasible. Threshold discharge areas and target surfaces will be developed for each crossing.

It is anticipated that limited area for stormwater BMP's is available in the right of way within the crossing of each ravine. However, vertical relief at each site could accommodate underground stormwater facilities or use of the embankment as needed. Depending on thresholds, water quality and flow control facilities may be needed. Flow control BMPs will be checked for feasibility based on soil data properties provided by the geotechnical subconsultant. Conceptual type, size, and location of stormwater BMPs needed to meet the applicable stormwater minimum requirements will be determined and costed for each roadway crossing. Documentation of requirements will be a bullet list format with a brief description of how compliance would be achieved and the minimum requirement flow charts from the manual will be included. Alternative concepts will be documented in a comparison matrix table. A concept sketch on the project survey basemap will be developed for the required BMPs (2 alternative concepts per crossing). Sizing will be performed in WWHM. Costs will be based on similar projects and input from manufacturers of any proprietary BMPs. Input from the City on a preferred concept (and/or proprietary BMP) will be needed prior to 30% design.

5.2. Phase 2 – Preliminary Engineering and Environmental Permitting (Future Work)

5.2.1. 30% Design, Plans and Costs

Roadway Design and Plans

30% design plan preparation will consist of taking the selected alternatives for each site in Phase 1 and developing preliminary engineering plans and estimates for the City to review; a revised cost estimate will be included with updated quantities accordingly. Task work to be included in the development of plans and estimate include:

- Review final base maps, developed by survey, based on Phase 1 findings and provide support in completing the final basemap drawings.
- Provide continued Stakeholder coordination and response; it is anticipated that a minimum of 2-3 coordination meetings will be held to confer with the proposed project footprint, limits of stream impact and clarify project constraints.
- Establish proposed stream and roadway alignments and profile based on alternative analysis performed in Phase 1.
- Stream alignment to be established based on 30% hydraulic modeling and coordination efforts with impacted stakeholders
- Roadway Profile to be established following concurrence of the structure depth and low cord elevation.
- Provide Wall plan with preliminary wall heights and dimensions.
- Develop design surface to 30% completion based on surface grading and proposed wall locations. Model to be further refined in 60-90% design stages.
- Aid in the development of permit documentation providing relevant project impact definitions and exhibits for environmental considerations.
- Prepare preliminary storm drainage plan.
- Evaluate impacts on other City owned utility lines and provide concept realignment plan for 30% review by City staff. It is estimated that a minimum of one coordination meeting will be required to determine the proposed alignment and profile of city utilities.

- Begin Franchise Utility coordination and establish conflict resolution tracking. The consultant will identify impacted utilities, analyze feasible alternatives within public ROW and hold a kickoff meeting with the utility districts requiring relocations within the City franchise agreements.
- Develop Pavement marking plans based on proposed typical section as provided by the City and that is consistent with the City's comprehensive plan.
- Meet with Snohomish County to discuss detour options along 67th.
- Provide revised cost estimate from that of the alternative analysis based on revised grading, proposed wall locations, markings, signage, storm drainage and utility relocations.

Road Drainage Design and Plans

The approved concepts developed in Phase 1 for stormwater compliance will be designed to a 30% level. This will include plan and profile and a typical cross section for each BMP at each crossing location. The BMP sizes developed in Phase 1 will be confirmed with the proposed land cover types and areas from the 30% roadway improvement plans. Drainage conveyance sizing will be performed in EPA-SWMM, or equivalent approved backwater model. Drainage related bid items will be included in the 30% roadway improvement cost estimate. Roadway drainage will be designed to a 30% level for each crossing location – profile elevations will reflect connection to BMP's where necessary.

Total Plan Sheets

Sheet count will be determined following Phase 1 and the selected alternative. See Assumptions section near the end of this scope document for sheet description and count.

5.2.2. 60% Design and PS&E

Roadway Design and PS&E

60% design will consist of evaluating comments and considerations from 30% design to 60% design and will further define design elements according to agreed upon level of effort. An updated estimate will be included with updated quantities and list of special provisions will be provided. Additional task work to be included in the development of plans and estimate include:

- TESC and Demolition series
- Storm Drainage Plan and Profile
- Flow Control Facilities and Detail Series
- Stream Sections/Details
- Paving Plan
- Illumination Plan
- Landscaping/Irrigation Plan
- Undergrounding Plan
- Follow up meeting, as needed, with Snohomish County to discuss detour options along 67th.
- Prepare a list of bid items that will need special provisions, including WSDOT General Special Provisions (GSPs)

Road Drainage Plans and Details

The 30% level design will be taken to 60%. City review comments from 30% will be incorporated and a comment response table will be created. A list of drainage related special provisions for non-standard bid items will be developed. Drainage-related bid items will be included in the 60% roadway improvement cost estimate.

Total Plan Sheets

See Assumptions section near the end of this scope document for sheet description and count.

5.2.3. 90% Design and PS&E

Roadway Design and PS&E

90% design will consist of evaluating comments and considerations from 60% design to 90% design and will further define design elements according to agreed upon level of effort. An updated estimate will be included with updated quantities and full special provisions will be provided. Additional task work to be included in the development of plans and estimate include:

- Sign Schedule and Plan
- Traffic Control Plan and Detours
- Landscaping Details
- Additional Details
- Compete Specifications

Road Drainage Plans and Details

The 60% level design will be taken to 90%. City review comments from 60% will be incorporated and the comment response table will be updated. Special provisions for non-standard drainage-related bid items will be developed at 90%. Drainage-related bid items from 60% will be verified for the 90% roadway improvement cost estimate.

Total Plan Sheets

See Assumptions section near the end of this scope document for sheet description and count.

5.2.4. Final Design and PS&E

Roadway Design and PS&E

Final Design will consist of evaluating comments and considerations from 90% design to Final design and will further define design elements according to agreed upon level of effort. An updated estimate will be included with updated quantities and full special provisions will be provided.

- Final Signed Sealed Plans Specifications
- Engineers Estimate

Road Drainage Plans and Details

The 90% level design will be taken to a final design. City review comments from 90% will be incorporated and the comment response table will be updated. Special provisions for non-standard drainage-related bid items will be updated as needed. Drainage-related bid items will be verified for the 100% roadway improvement cost estimate.

Total Plan Sheets

See Assumptions section near the end of this scope document for sheet description and count.

5.2.5. Bid Assistance

As requested by the City, respond to bidder questions, provide minor revisions to the plans with updated quantities and special provisions for addendum, attend a pre-bid meeting, and provide input into bid results.

5.3. Phase 3 – Right-Of-Way Acquisition (Future Work)

5.3.1. Right-Of-Way Support

As the project develops, Civil Engineering support will be provided to establish Right of Way impacts, provide Temporary Easement Exhibits and develop Right of Way Dedications. Surveying to provide all exhibits and dedication deliverables as noted in 2.3.1.

5.4. Phase 4 – Construction Engineering (Future Work)

5.4.1. Meetings and Site Visits

Attend construction meetings upon request from the City. It is assumed that the City and the contractor will meet weekly during construction and will request design team presence at select meetings. When available, meetings will be attended via MS Teams or other online communication software as requested by the City. When needed, construction meetings will be attended at the project site.

Visit the project site as requested by the City for coordination, observation of roadway construction, and punch list walkthrough.

5.4.2. Requests for Information

Respond to questions and requests for information from the City and the contractor. Responses will be sent to the City via email for distribution to the contractor.

5.4.3. Submittals

Review submittals upon request from the City. Reviewed submittals will be sent to the City via email for distribution to the contractor. The following submittals are assumed:

- Stream Diversion Shop Drawings
- Over Excavation/Shoring Wall Shop Drawings
- Traffic Control/Detour Shop Drawings
- Utility Relocation Drawings
- Other as defined by the City

5.4.4. Changes

Upon request from the City, assess proposed changes from the City or contractor, revise plans and specifications, update quantity and cost information, and provide other changes as needed.

5.4.5. As-Built Plans

Update roadway CAD files based on as-built markups provided by the City. It is assumed that the contractor will track as-built markups during construction and will supply those to the City. Submit as-built CAD files to the City.

Deliverables

Phase 1 – TS&L Report

The following will be provided with the TS&L report in Task 6.1.6:

- Alternative Analysis (4 exhibit sheets; 2 proposed alternatives for each site)
- Planning Level Estimate (4 estimates; 2 proposed estimates for each site)
- Preliminary ROW exhibit
- Phase 2 Recommendations and Assumptions Log

- Utility Matrix

Phase 2 – Preliminary Engineering and Environmental Permitting (Future Work)

Plans and costs will be submitted in PDF format. Special provisions outline and special provisions will be submitted in MS Word format. PS&E documents and comment responses will be combined with other disciplines in a single submittal.

- 30% Plans and Estimate Package
- Responses to City 30% review comments
- Utility Conflict and Proposed Re-alignment Exhibits
- 60% Plans, Cost Estimate, and Special Provisions Outline
- Responses to City 60% review comments
- 90% PS&E
- Responses to City 90% review comments
- Final PS&E

Phase 3 – Right-Of-Way Acquisition (Future Work)

- Right-Of Way Acquisition/Dedication Exhibits (PDF format)
- Temporary Construction Easement Exhibits (PDF format)

Phase 4 – Construction Engineering (Future Work)

- Responses to questions and requests for information (email and/or PDF formats)
- Submittal review comments (PDF format)
- Revised plans and specifications for changes (PDF format)
- As-built plans (AutoCAD and PDF formats)

6. BRIDGE ENGINEERING

6.1. Phase 1 – Type, Size and Location (TS&L) Report

6.1.1. 132nd St NE Existing Retaining Wall (Contingent)

Upon approval by the City, perform an assessment of the existing retaining wall, coordinate findings with geotechnical and City staff, and develop a brief memorandum summarizing assessment findings and recommendations for repair if needed.

Provide structural design to accommodate emergency repair of the retaining wall as needed to restore the crossing.

6.1.2. Site Investigation

Complete an initial site investigation at both site locations to observe existing site conditions regarding constraints/opportunities for removal of existing culverts and walls and construction of anticipated new crossing structures; and photograph/document the observed site conditions.

Complete a second site visit to field verify the project survey basemap.

6.1.3. Alternatives Analysis

Following the preliminary establishment of the low cord and structure free zones, develop structure type, size and location alternatives for each site. Perform the following:

- Develop a list of feasible alternatives. Initially, the range of alternatives will be kept wide open.

- Eliminate the least desirable alternatives by applying project constraints. Document project questions and constraints. Reduce alternatives to no more than four (4) at each site.
- Perform preliminary design calculations to verify feasibility of remaining alternatives.
- Compare advantages, disadvantages, and costs of remaining alternatives.
- Discuss alternatives with the City and develop recommendations for one (1) preferred alternative at each site.

6.1.4. TS&L Plans

Develop preliminary plan drawings of the recommended alternative for each site. Drawings will include the plan, elevation and typical section of the structure. Typically, the plan, elevation and typical section will show on one sheet. If the structure size is too large to fit on one sheet, plan and elevation will be shown on one sheet and the typical section will be shown on a second sheet.

6.1.5. TS&L Cost Estimates

Develop concept level (approx. 10% design level) costs of feasible structure options after consideration of project constraints. Costs will be developed for no more than four (4) structure options.

6.1.6. TS&L Report

The TS&L report will describe the project, the proposed structure, and provide reasons why the recommended structure type, size, and location were selected. The TS&L report will include the following:

- Cover – identify the project
- Table of Contents
- Executive summary – stand-alone section that summarizes project and structure descriptions, costs and considerations used to select preferred alternatives and eliminate other alternatives.
- Introduction – describe the report, references, and other information used to prepare the TS&L study. Other information is anticipated to include:
    - Aesthetic input from the City
    - Survey base map information from Task 2.1
    - Environmental and geomorphic assessments from Task 3.1
    - Hydrologic and hydraulic information from Task 4.1
    - Roadway and drainage alternatives information from Task 5.1
    - Geotechnical recommendations from Task 7.1
    - Illumination alternatives from Task 9.1
    - Right of way exhibit from Task 5.1
    - Right of way impact evaluation from Task 10.1
    - Feedback from archaeological monitoring from Task 11.1
- Project description – clearly and briefly define the project, provide a vicinity map, and summarize the preferred alternative for each site.
- Design criteria – identify design codes, loading, and project constraints
- Structural studies – document how the preferred structure type, size, and location were determined. The following factors are expected to be described and discussed related to how they eliminated or supported alternatives.
    - Aesthetics
    - Costs
    - Geometric constraints

- Stage construction and traffic control requirements
- Foundations
- Hydraulics
- Construction feasibility
- Structural constraints
- Maintenance

- Appendices
  - Drawings
  - Cost details
  - Project photographs

Develop a draft report and submit to the City for review. Attend one (1) meeting with the City to discuss report review comments. Incorporate City review comments and submit the final report.

6.2. Phase 2 – Preliminary Engineering and Environmental Permitting (Future Work)

6.2.1. 30% Design, Plans and Costs

Advance the chosen structure alternative design, plans and costs from Phase 1 to the 30% design level and submit to the City for review.

The level of effort for this subtask assumes the following:

- The type, size, and location of the selected alternative in Phase 1 matches the recommended alternative shown in the TS&L report.
- Structure type selected in Phase 1 will be a single span prestressed girder bridge at each site
- Bridges will be supported on spread footings, driven piles or drilled shafts
- Retaining walls will be needed on both sides of the road at each site. Retaining wall types will be rock walls, gravity block walls, reinforced concrete walls, geosynthetic retaining walls, or soldier pile/tieback walls.

Structural plans at this stage are assumed to include the following for each site:

- Bridge Layout (plan and elevation) – updated from TS&L
- Footing/Foundation Layout – alignment, type, and basic geotechnical design parameters
- Pile/shaft Details – basic geometry
- Abutment Layout – basic geometry
- Bridge Typical Section – updated from TS&L

Assess roadway grades, property lines, and environmentally sensitive locations; and develop retaining wall size, types and costs. Retaining walls at this stage will be shown in plan view on the roadway plans developed in Task 5.2.1.

Aid in the development of permit documentation providing relevant project impact areas, volumes, and materials for environmental considerations.

6.2.2. 60% Design and PS&E

Review and address 30% design comments from the City and advance structural design, plans and costs to the 60% design level. Prepare a list of bid items that will need special provisions, including WSDOT General Special Provisions (GSPs). The level of effort for this subtask assumes that there are no changes to the type, size and location from the 30% design.

The level of effort for this subtask assumes the following:

- Bridge type, size, and location will not change from the 30% design.

- Bridges at each site will be similar enough to share common details as indicated below.

Update 30% plans and add new plans at the 60% design level. Structural sheets at this stage are assumed to include:

Structural General Sheets

- Project Structural Layout – bridge and retaining wall general layout information in plan view for both sites
- Structural General Notes – construction and material requirements for bridges and retaining walls

51st Avenue NE Bridge

- Bridge Layout (plan and elevation) – updated from 30%
- Structural Construction Sequence
- Footing/Foundation Layout – alignment, type, and basic geotechnical design parameters
- Pile/Shaft Details – complete geometry
- Abutment Layout – complete geometry
- Abutment Details – schematic rebar layout
- Bridge Typical Section – updated from 30%
- Framing Plan – girder and intermediate and end diaphragm layout as applicable
- Deck Reinforcing Plan – deck, barrier, lighting layout and schematic rebar layout
- Deck Reinforcing Typical Section – deck, barrier, lighting layout and schematic rebar layout

132nd Street NE Bridge

- Bridge Layout (plan and elevation) – updated from 30%
- Structural Construction Sequence
- Footing/Foundation Layout – alignment, type, and basic geotechnical design parameters
- Pile/Shaft Details – complete geometry
- Abutment Layout – complete geometry
- Abutment Details – schematic rebar layout
- Bridge Typical Section – updated from 30%
- Framing Plan – girder and intermediate and end diaphragm layout as applicable
- Deck Reinforcing Plan – deck, barrier, lighting layout and schematic rebar layout
- Deck Reinforcing Typical Section – deck, barrier, lighting layout and schematic rebar layout

Common Bridge Details

- Bearing Details – standard bearing details
- Girder Details – girder schedule, geometry, rebar, and prestressing details
- Diaphragm Details - intermediate and end diaphragm details as applicable
- Utility Support Details – utility locations as applicable
- Expansion Joint Details – standard joint details
- Approach Slab Details – standard approach slab layout and details
- Bridge Barrier Details – standard barrier details
- Pedestrian Rail Details – standard pedestrian rail details

Retaining Wall Plans

- Retaining Wall Layout – plan and elevation of each wall including layout callouts relative to the project construction centerline
- Retaining Wall Details – wall typical sections

6.2.3. 90% Design and PS&E

Review and address 60% design comments from the City and advance structural design, plans and costs to the 90% design level. Prepare structural technical special provisions, including WSDOT General Special Provisions (GSPs). The level of effort for this subtask assumes that there are no changes to the type, size and location from the 60% design.

All plan sheets included in the 60% plans will be updated to the 90% complete level. Barlist sheet(s) will be added to the plan set. Rebar shown in Abutment Details, Diaphragm Details, Deck Reinforcing Plan, and Deck Reinforcing Typical Section will be fully detailed, including all bars and callouts with bar marks referenced to the Barlist sheet(s).

6.2.4. Final Design and PS&E

Review and address 90% design comments from the City and advance structural design, plans, special provisions, and costs to the final design level.

Submit pre-final PS&E to the City for final review. Address pre-final review comments from the City and submit final cost estimate and bid-ready plans and special provisions.

6.2.5. Bid Assistance

As requested by the City, respond to bidder questions, provide minor revisions to the plans with updated quantities and special provisions for addendum, attend a pre-bid meeting, and provide input into bid results.

6.3. Phase 3 – Right-Of-Way Acquisition (Future Work)

6.3.1. Right-Of-Way Support

Provided support to establish right of way impacts and identify areas needed for temporary easements and right of way dedications. Surveying to provide all exhibits and dedication deliverables are included Task 2.3.1. Exhibits for temporary easements and right of way dedications are included in Task 5.3.1.

6.4. Phase 4 – Construction Engineering (Future Work)

6.4.1. Meetings and Site Visits

Attend construction meetings upon request from the City. It is assumed that the City and the contractor will meet weekly during construction and will request design team presence at select meetings. When available, meetings will be attended via MS Teams or other online communication software as requested by the City. When needed, construction meetings will be attended at the project site.

Visit the project sited as requested by the City for coordination, observation of bridge construction, and punch list walkthrough.

6.4.2. Requests for Information

Respond to questions and requests for information from the City and the contractor. Responses will be sent to the City via email for distribution to the contractor.

6.4.3. Submittals

Review submittals upon request from the City. Reviewed submittals will be sent to the City via email for distribution to the contractor. The following submittals are assumed, one for each site:

- Demolition plan

- Bridge erection plan
- Foundation installation plan
- Concrete mix designs – foundation, abutments, girders, deck, approach slabs, and barrier
- Steel reinforcing shop drawings – foundations, abutments, deck approach slabs and barrier
- Concrete forming plans – abutments
- Girder shop drawings
- Elastomeric bearing and stop pad material certification and shop drawing
- Bridge deck installation plan
- Compression seal material certification and shop drawing

6.4.4. Changes

Upon request from the City, assess proposed changes from the City or contractor, revise plans and specifications, update quantity and cost information, and provide other changes as needed.

6.4.5. As-Built Plans

Update bridge CAD files based on as-built markups provided by the City. It is assumed that the contractor will track as-built markups during construction and will supply those to the City. Submit as-built CAD files to the City.

6.4.6. Bridge Load Ratings

Review as-built plans provided by the City, perform bridge load rating analysis, and submit draft load rating to the City for review. The draft load rating report will include bridge load rating summary sheet, load rating notes, and supporting calculations. Bridge load rating will be based on as-constructed condition of the new bridge identified on as-built plans provided by the City, and calculations developed during the design process adjusted for the bridge's current condition. It is assumed that the bridge will be a single span bridge consisting of precast prestressed concrete girders.

Address City review comments and finalize the load rating report. Compile documents and submit final load rating report to the City. Final calculations and load rating summary sheet will be stamped and signed by a Professional Civil Engineer licensed in the State of Washington.

Deliverables

Phase 1 – TS&L Report

- Wall Evaluation Letter (contingency)
- Draft TS&L Report (MS Word and PDF formats)
- Final TS&L Report (PDF format)

Phase 2 – Preliminary Engineering and Environmental Permitting (Future Work)

Plans and costs will be submitted in PDF format. Special provisions outline and special provisions will be submitted in MS Word format. PS&E documents and comment responses will be combined with other disciplines in a single submittal.

- 30% Plans and Estimate
- Responses to City 30% review comments
- 60% Plans, Cost Estimate, and Special Provisions Outline
- Responses to City 60% review comments
- 90% PS&E
- Responses to City 90% review comments

- Final PS&E

Phase 3 – Right-Of-Way Acquisition (Future Work)

- None

Phase 4 – Construction Engineering (Future Work)

- Responses to questions and requests for information (email and/or PDF formats)
- Submittal review comments (PDF format)
- Revised plans and specifications for changes (PDF format)
- As-built plans (AutoCAD and PDF formats)
- Draft and final bridge load rating reports (8.5x11 PDF format)

7. LANDSCAPE ARCHITECTURE

7.1. Phase 1 – Type, Size and Location (TS&L) Report

7.1.1. TS&L Cost Estimates

Develop concept level (approx. 10% design level) costs for restoration and mitigation plantings as well as decorative lighting for alternatives.

7.1.2. TS&L Report

Provide information to be incorporated into the TS&L report described in Task 6.1.6, including the following for landscape architecture:

- Design criteria – identify design codes, mitigation requirements, project constraints, and decorative lighting program goals
- Narrative Description – description of the assumed area of impact, planting approach, and decorative lighting options.

7.2. Phase 2 – Preliminary Engineering and Environmental Permitting (Future Work)

7.2.1. 30% Design, Plans and Costs

30% design plan preparation will consist of taking the selected alternative for each site in Phase 1 and developing preliminary planting plans and cost estimates.

- Review basemap and provide support in completing the basemap updates.
- Provide continued Stakeholder coordination and response; it is anticipated that a minimum of 2-3 coordination meetings will be held to confer with the proposed project footprint, limits of stream impact and clarify project constraints.
- Establish impact extents to be planted updated from alternative analysis performed in Phase 1.
- Aid in the development of permit documentation providing relevant project impact definitions and exhibits for environmental considerations.
- Provide revised cost estimate updated from the alternative analysis and revised areas impacted to be revegetated.
- Coordinate with lighting and bridge designers, and the City, to explore the use of decorative lighting in or on the bridge railing and decorative design on the walkway at each crossing.

7.2.2. 60% Design and PS&E

Evaluate comments and considerations from 30% design to 60% design and further define landscape and irrigation design elements. An updated estimate will be included with updated quantities and list of special provisions will be provided. Additional task work to be included in the development of plans and estimate include:

- Landscaping Plan
- Further development of the planting palette
- Irrigation Plan
- System type discussion
- Water connection coordination

Continue coordination from 30% design stage exploring the use of decorative lighting and walkways at each crossing.

7.2.3. 90% Design and PS&E

Review and address 60% design comments from the City and advance landscape and irrigation design, plans and costs to the 90% design level. Prepare landscape and irrigation technical special provisions, including WSDOT General Special Provisions (GSPs). The level of effort for this subtask assumes that there are no major changes to the 60% design.

Assumes 11 sheets: 2 landscape plan sheets per crossing with 1 landscape detail sheet. 2 irrigation plan sheets per crossing with 2 irrigation detail sheets.

Complete coordination from previous design stages exploring the use of decorative lighting and walkways at each crossing.

7.2.4. Final Design and PS&E

Review and address 90% design comments from the City and advance landscape and irrigation design, plans, special provisions, and costs to the final design level.

Submit pre-final PS&E to the City for final review. Address pre-final review comments from the City and submit final cost estimate and bid-ready plans and special provisions.

Assumes 11 sheets: 2 landscape plan sheets per crossing with 1 landscape detail sheet. 2 irrigation plan sheets per crossing with 2 irrigation detail sheets.

7.2.5. Bid Assistance

As requested by the City, respond to bidder questions, provide minor revisions to the plans with updated quantities and special provisions for addendum, attend a pre-bid meeting, and provide input into bid results.

7.3. Phase 3 – Right-Of-Way Acquisition (Future Work)

7.3.1. Right-Of-Way Support

Provided support to establish right of way impacts and identify areas needed for temporary easements and right of way dedications. Surveying to provide all exhibits and dedication deliverables are included Task 2.3.1. Exhibits for temporary easements and right-of-way dedications are included in Task 5.3.1.

7.4. Phase 4 – Construction Engineering (Future Work)

7.4.1. Meetings and Site Visits

Attend construction meetings upon request from the City. It is assumed that the City and the contractor will meet weekly during construction and will request design team presence at select meetings. When available, meetings will be attended via MS Teams or other online communication software as requested by the City. When needed, construction meetings will be attended at the project site.

Visit the project site as requested by the City for coordination, observation of plant and irrigation installation, and punch list walkthrough.

7.4.2. Requests for Information

Respond to questions and requests for information from the City and the contractor. Responses will be sent to the City via email for distribution to the contractor.

7.4.3. Submittals

Review submittals upon request from the City. Reviewed submittals will be sent to the City via email for distribution to the contractor. The following submittals are assumed:

- Plant Material
- Topsoil, Compost, and Mulch Material
- Irrigation System Equipment
- Irrigation System Test Report

7.4.4. Changes

Upon request from the City, assess proposed changes from the City or contractor, revise plans and specifications, update quantity and cost information, and provide other changes as needed.

7.4.5. As-Built Plans

Update landscape CAD files based on as-built markups provided by the City. It is assumed that the contractor will track as-built markups during construction and will supply those to the City. Submit as-built CAD files to the City.

Deliverables

Phase 1 – TS&L Report

- Cost and TS&L narrative language in support of alternatives and TS&L report in Task 6.1.6

Phase 2 – Preliminary Engineering and Environmental Permitting (Future Work)

Plans and costs will be submitted in PDF format. Special provisions outline and special provisions will be submitted in MS Word format. PS&E documents and comment responses will be combined with other disciplines in a single submittal.

- 30% Plans and Estimate
- 60% Plans, Cost Estimate, and Special Provisions Outline
- 90% PS&E
- Final PS&E

Phase 3 – Right-Of-Way Acquisition (Future Work)

- None

Phase 4 – Construction Engineering (Future Work)

- Responses to questions and requests for information (email and/or PDF formats)
- Submittal review comments (PDF format)
- Revised plans and specifications for changes (PDF format)
- As-built plans (AutoCAD and PDF formats)

8. GEOTECHNICAL AND HYDROGEOLOGICAL SERVICES (GeoEngineers)

8.1. Phase 1 – Type, Size and Location (TS&L) Report

8.1.1. 132nd Street NE Existing Retaining Wall (Contingent)

Upon approval by the City, provide an initial visual assessment of the existing 132nd Street NE retaining wall.

- Review as-built construction information, available photos, and other information provided by the City of the existing wall conditions.
- Complete a site visit and conduct a geotechnical reconnaissance of the wall to evaluate the distress and condition of the wall.
- Issue a Wall Evaluation Letter summarizing the reconnaissance and evaluation and provide recommendations for repair and/or replacement of the wall and additional information needed for evaluation or mitigation, if necessary. Design of repairs and further investigations are not included in this task and, if needed, will be added by amendment.

8.1.2. Geotechnical Exploration and Laboratory Testing

Provide limited geotechnical subsurface exploration sufficient to support alternatives development and preparation of the TS&L report.

- Complete a site visit to mark boring locations and coordinate drill rig access.
- Locate and clear existing utilities. Contact the Washington Utilities Coordinating Council, One Call Service, have the exploration locations cleared by a private utility locate service, and coordinate with the project team to identify known utilities in the area before beginning the explorations.
- Prepare an exploration plan, a traffic control plan (prepared by a subcontracted traffic control company), and obtain right-of-way permits from the City.
- Coordinate with drilling and traffic control subcontractors.
- Drill and sample four borings (two at each site, one on each side of the existing culvert), each to a depth of approximately 100 feet using hollow-stem auger (HSA) or mud rotary drilling equipment by a company subcontracted to GeoEngineers. The intent of the borings is to determine depth to a competent bearing layer; as such, the borings may be combined and extended deeper if necessary to extend up to 20 feet into bearing soils. Standard penetration test (SPT) sampling at 2½- to 5-foot intervals will be conducted to collect discrete soil samples for further evaluation. Excess soils generated during drilling will be hauled off site and disposed of by the subcontracted driller. If potentially contaminated soils are encountered during drilling, the excess soils will be placed in drums and left on site for future characterization and disposal for an additional fee.
    - Prepare a detailed log and collect samples during drilling for laboratory testing.

  - Install a monitoring well equipped with a temporary pressure transducer in two of the borings (one monitoring well at each crossing) to (1) monitor groundwater levels for a period of 12 months and (2) to perform “slug” tests to estimate the permeability of the saturated soil.
  - Subcontracted traffic control will be utilized during drilling and slug testing.
- Complete geotechnical laboratory testing on selected samples obtained from the borings to evaluate pertinent engineering characteristics. Laboratory test program will consist of moisture content, percent fines, and particle size analyses, as needed. Evaluate up to four additional soil samples for cation exchange capacity (CEC) and organic content to evaluate contaminant treatment capacity. The CEC testing is subcontracted to an outside analytical laboratory.
- Complete three site visits to download groundwater transducer data and measure groundwater levels in the wells.
- Prepare a draft Geotechnical Data Report with summary of the site explorations, boring logs, and laboratory testing. The report will include:

  - Project description, including a vicinity map and site plan showing the exploration locations.
  - Geotechnical laboratory test results and summary boring logs.
  - Geologic description of the site.
  - A discussion on the subsurface soil conditions, including the depth and composition of existing fill, depth to bearing, and groundwater conditions (water table depth and soil permeability).
  - Slug test data and interpretation analysis.

Level of effort assumes that:

- Field exploration work will be performed during normal business hours (i.e. no night or weekend work).
- There will be not time constraints regarding when traffic control can occupy the roadway(s)
- Traffic control will be required for all drilling and slug testing activities.
- Drilling and traffic control will be provided by subcontractor(s) to GeoEngineers.
- Drilling and well installation will require four (4) full days and slug testing can be completed in one (1) full day.

8.1.3. Preliminary Geotechnical Analysis and Reporting

Provide preliminary geotechnical analysis and reporting suitable to support an alternatives evaluation and provide geotechnical recommendations at a TS&L level.

- Complete engineering analyses and prepare a preliminary Geotechnical Design Considerations Memorandum for the project, presenting the conclusions and recommendations for incorporation into the TS&L alternative evaluation of the project. The report will include:

  - Recommendations for seismic considerations, including preliminary seismic design criteria per the 2024 American Association of State Highway and Transportation Officials (AASHTO). Provide a discussion of liquefaction potential and seismic hazards of site soils.
  - Discussion of settlement potential of site soils as a result of new fill or foundation loads.
  - Discussion of suitable foundation types and preliminary design recommendations for selected replacement culvert/bridge structures, including use of shallow foundations, ground improvement, and/or pile foundations as appropriate for the conditions encountered.

- Discussion of permanent retaining wall (wing wall) and bridge abutment type recommendations.
- Discussion of suitable wall types for other site walls, including replacement of the existing rockery along 132nd Street NE, if needed.
- Discussion of strategies for permanent drainage, including preliminary interpretation regarding feasibility of stormwater infiltration.
- A general discussion of earthwork and site preparation considerations, including preliminary permanent, and temporary slopes and use of temporary shoring if needed.
- Discussion of preliminary construction dewatering considerations.

- Provide consultation to the project team during TS&L alternative concept evaluation, including attending design team meetings.

Level of effort assumes preliminary dewatering recommendations will be provided in this phase. In-depth dewatering analysis and recommendations will be provided in Phase 2. Scope does not include pumping tests or detailed evaluation artesian conditions.

8.2. Phase 2 – Preliminary Engineering and Environmental Permitting (Future Work)

8.2.1. Supplemental Geotechnical Exploration

Provide supplemental geotechnical subsurface exploration sufficient to support detailed geotechnical design of the selected alternative. The primary exploration method will use cone penetration tests (CPT) to fill in data gaps from the initial phase of exploration at critical locations depending on the selected design concept.

- Complete a site visit to mark the CPT locations and coordinate CPT rig access.
- Locate and clear existing utilities. Contact the Washington Utilities Coordinating Council, One Call Service, have the exploration locations cleared by a private utility locate service, and coordinate with the project team to identify known utilities in the area before beginning the explorations.
- Update the existing exploration plan and traffic control plan (to be prepared by a subcontracted traffic control company) and obtain Right-of-way permits from the City.
- Coordinate with CPT and traffic control subcontractors.
- Complete approximately four CPTs in the location of the foundations for the selected alternative. The CPTs will be advanced to depths of approximately 100 feet or practical refusal, whichever is shallower (total assumed exploration footage is 400 feet). The actual CPT number/location/depth may be modified depending on site conditions. One CPT exploration at each site will include soil shear wave velocity measurements to support final seismic design for the structures. CPT explorations will include periodic porewater dissipation tests as appropriate to evaluate hydrogeologic conditions and identify potential artesian groundwater pressures, if any.

  - Assist the CPT and traffic control subcontractors during field exploration.
  - Subcontracted traffic control will be utilized during exploration.

The above scope does not include work to perform an aquifer pumping test to further characterize groundwater flow conditions and guide construction dewatering recommendations. If the initial explorations indicate that a pumping test would be cost-effective and beneficial to the design and the overall project success, potential scope details can be discussed with the City and added by amendment if needed.

Level of effort assumes that:

- Field exploration work will be performed during normal business hours (i.e. no night or weekend work).
- Traffic control will be required for all drilling and CPT activities.
- Drilling and traffic control will be provided by subcontractor(s) to GeoEngineers.

8.2.2. Pilot Infiltration Test (Contingent)

Upon approval by the City, complete small-scale pilot infiltration testing (PIT), if necessary, to support stormwater management design.

- Complete 2 days of test pits at the site with a subcontracted excavator in areas where earthwork and general improvements will be required and stormwater facilities are anticipated.
- Subcontract an excavator and operator along with PIT equipment (water truck, hoses, and hydrant valve) for the fieldwork.
- Based on the expected site conditions, GeoEngineers anticipates that the PITs at each location can be sufficiently pre-soaked and testing completed in 1 day.
- Test pits are anticipated to be completed approximately 8 to 10 feet total below the ground surface.
- The field representative will obtain soil samples at approximately 1- to 2-foot sample intervals from each test pit, classify the materials, and maintain a detailed log of the exploration. The test pits will be backfilled with soil tamped in place using the bucket of the excavator.
- GeoEngineers assumes that a PIT will be completed at up to two locations to estimate infiltration rates of on-site soils. The PITs should be completed between December 1 and April 1, as required by the current Stormwater Management Manual for Western Washington (SMMWW), and will be completed as follows:
    - Excavate infiltration test pits and conduct small-scale PITs in general accordance with the procedures of the 2019 SMMWW.
    - GeoEngineers assumes the water truck can connect to a nearby fire hydrant to fill the truck as needed. The infiltration test pits will be relatively shallow, less than 4 feet deep, then excavated full depth upon completion. Any remaining water in the pits following testing will be pumped and discharged to the adjacent areas to facilitate backfilling of the pits. If appropriate and feasible, the surficial sod/organic layer will be stripped and placed back on top of the test pit following the testing. GeoEngineers will endeavor to return the site to pre-construction conditions, although some disturbance of the area should be anticipated.
- The PITs will be observed full-time by one of GeoEngineers' geologists or geotechnical engineers. The representative will obtain samples of the various soils encountered, classify the materials, and maintain a detailed log of each exploration. The soil samples will be sealed and returned to GeoEngineers' laboratory for additional examination and laboratory testing (sieve analyses).

8.2.3. Geotechnical Analysis and Final Reporting

Provide final geotechnical analysis and reporting suitable to support 30 percent to final design.

- Attend project team meetings during the design phase and provide consultation to the project team, as needed.
- Complete the geotechnical engineering evaluation and analysis and provide associated recommendations to support 30 percent to final design of the new stream crossings, including the following, as appropriate:
    - A discussion of site geologic hazards and mitigation measures to meet City Critical Areas Ordinance (CAO).

- Seismic design considerations, including site acceleration, AASHTO soil type, and a discussion on the risks associated with liquefaction and mitigation strategies.
- Shallow foundation recommendations, based on LRFD methodology, including bearing resistance and settlement estimates.
- Deep (pile/shaft) foundation recommendations, based on LRFD methodology, including type, recommended length, vertical axial capacities, and L-Pile input parameters to determine lateral capacities and construction considerations.
- Ground improvement recommendations to mitigate soft or liquefiable soil conditions to meet performance criteria, including suitable methods and design recommendations for design-build contractor submittals.
- Lateral soil pressures and lateral resistance parameters for subsurface elements and retaining walls.
- Provide recommendations for earthwork, including over excavation and placement of structural fill for abutment walls, use of on-site soils for structural fill, imported soils, and compaction criteria.
- Recommendations for pavement design, including suitability of City standard pavement sections or detailed pavement design sections based on provided traffic data.
- Discussion of anticipated temporary shoring requirements.
- Discussion of anticipated construction dewatering requirements and rough order of magnitude (ROM) cost estimate.

- Provide a geotechnical engineering report with GeoEngineers' conclusions and recommendations. The report will include exploration logs, a site plan, and supporting test data (or reference to the data report). A draft geotechnical engineering report will be provided at approximately 30 percent design level with a final geotechnical engineering report at approximately 90 percent design level that incorporates design changes and comments.
- Provide review and input for the geotechnical aspects of the project plans and specifications.
- Respond to review comments issued by the project team and City of Marysville and provide a plan review letter, if required.

8.2.4. Bid Assistance

As requested by the City, respond to bidder questions, provide minor revisions to the plans with updated quantities and special provisions for addendum, attend a pre-bid meeting, and provide input into bid results.

8.3. Phase 3 – Right-Of-Way Acquisition (Future Work)

No work is anticipated in this phase.

8.4. Phase 4 – Construction Engineering (Future Work)

8.4.1. Construction Observation Services

Provide geotechnical construction observation services and GeoEngineers has based the scope on GeoEngineers' experience on similar projects; however, the nature and level of detail of GeoEngineers' construction observation services will be highly dependent on the systems being installed, the skill and schedule of the contractor, and on other factors such as weather. GeoEngineers should review the project construction schedule, when available, and adjust the durations and scope accordingly. Specific services GeoEngineers anticipates providing may include the following:

- Pre-construction services, including attending pre-construction meetings with the design team, construction team, and the City to discuss the geotechnical elements of construction.

- Full-time observation during temporary shoring, foundation, and temporary dewatering system installation. GeoEngineers assumes this will require one field staff on a full-time basis for 8 weeks.
- Part-time observation during mass excavation, backfill placement and compaction, hardscape subgrade preparation, foundation and site drainage installation, etc. GeoEngineers assumes this will require one field staff on a full-time basis for 16 weeks.
- Laboratory testing, consisting of six modified proctors, six sieve analyses, and nuclear density gauge use (assumes 25 visits using the gauge).
- Project management during construction, including review of field reports, consultation, responding to Requests for Information (RFIs), review submittals, periodic site visits, construction meeting attendance, and client communication.
- Prepare a construction summary letter(s) documenting GeoEngineers' construction observation services.

Deliverables

Phase 1 – TS&L Report

The following will be submitted in PDF format:

- Wall Evaluation Letter (contingency)
- Draft Geotechnical Data Report
- Geotechnical Design Considerations Memorandum

Phase 2 – Preliminary Engineering and Environmental Permitting (Future Work)

The following will be submitted in PDF format:

- Final Geotechnical Data Report
- Draft and Final Geotechnical Design Report

Phase 3 – Right-Of-Way Acquisition (Future Work)

- None.

Phase 4 – Construction Engineering (Future Work)

The following will be submitted in PDF format:

- Field Reports
- Final Summary Letter(s)

9. ILLUMINATION DESIGN (Transpo)

9.1. Phase 1 – Type, Size and Location (TS&L) Report

9.1.1. Light Standard Alternatives Evaluation

Prepare an evaluation and cost estimates pertaining to roadway and pedestrian lighting standards. This evaluation will include both standard and decorative light standard alternatives. A quantitative photometric analysis will be performed for each option to verify compliance with current engineering standards for required roadway and sidewalk illuminance levels.

The aesthetics of decorative pedestrian lighting alternatives will be informed through coordination with the project's landscape architect to ensure alignment with the overall project stylistic theme and urban design elements. This coordination is required for the selection of aesthetic/pedestrian

lighting options to ensure a cohesive visual design. This evaluation will compare multiple options from different manufacturers based on costs, photometric performance, and functionality, to facilitate a selection for advancement into Phase 2.

Three (3) meetings are assumed with the City, design, team (including the landscape architect), and other relevant stakeholders to present findings, review alternatives, and select the roadway and pedestrian light standard alternatives for further development.

Narrative language and costs for inclusion in the TS&L report related to roadway and pedestrian lighting alternatives will be provided.

9.2. Phase 2 – Preliminary Engineering and Environmental Permitting (Future Work)

9.2.1. 30% Design, Plans and Costs

Develop and refine illumination improvements to represent an approximate 30 percent design level for project improvements.

The design submittal is anticipated to include the following plan sheets:

- Streetlighting notes and legend
- Streetlighting plan
- Photometric Analysis Summary

Prepare 30%-level construction costs for illumination improvements.

9.2.2. 60% Design & PS&E

The 60% submittal shall include plans, quantities, and cost estimate. All 30% submittal comments received shall be incorporated into the submittal.

The design submittal is anticipated to include the following plan sheets:

- Streetlighting notes and legend
- Streetlighting plan
- Streetlighting Supporting Calculations Package
    - Photometric Analysis Summary
    - Line Loss Calculations
    - Breaker Schedule Sizing Calculations

9.2.3. 90% Design & PS&E

The 90% submittal shall include plans, quantities, cost estimate, and specifications and/or special provisions. All 60% submittal comments received shall be incorporated into the submittal.

The design submittal is anticipated to include the following plan sheets:

- Streetlighting notes and legend
- Streetlighting plan
- Streetlighting Supporting Calculations Package
    - Photometric Analysis Summary
    - Line Loss Calculations
    - Breaker Schedule Sizing Calculations

9.2.4. 100% Design & PS&E

The 100% submittal shall be the complete PS&E package submittal for obtaining final client review. The 90% submittal comments shall be incorporated into the 100% submittal. The final comments shall be incorporated into the Bid submittal. The Bid submittal shall be used for the client to advertise for bid.

9.2.5. Bid Assistance

As requested by the City, respond to bidder questions, provide minor revisions to the plans with updated quantities and special provisions for addendum, attend a pre-bid meeting, and provide input into bid results.

9.3. Phase 3 – Right-Of-Way Acquisition (Future Work)

No work is anticipated in this phase.

9.4. Phase 4 – Construction Engineering (Future Work)

Provide the following services related to roadway illumination improvements during the construction phase:

9.4.1. Meetings

Attend preconstruction meetings. Two (2) preconstruction meetings are anticipated in the projected fee.

Participate in coordination meetings with the client, design team, the contractor, and/or utility agencies as necessary to accomplish the construction of illumination improvements. Four (4) such coordination meetings are anticipated.

9.4.2. Requests for Information

Respond to contractor RFIs related to roadway illumination work during construction as necessary. It is anticipated that RFIs will be routed through the on-site Project Engineer and provided to in a written format via email. Coordinate with the City, contractor, design team, and the appropriate agencies to provide resolution to the RFIs. The projected fee anticipates responding to up to 6 RFIs.

9.4.3. Submittals

Review contractor provided/prepared shop drawings and cut sheets for general conformity with the plans and specifications. The contractor will be required to submit shop drawings and cut sheets for light poles, conduit, wiring, junction boxes, electrical service cabinet, and materials. Following review, stamp the shop drawing and/or cut sheet with the appropriate designation (no exceptions taken, rejected, etc) and provide the City with the appropriate number of copies for their review. Receive the reviewed shop drawings and cut sheets back from the agencies and forward to the contractor for appropriate action.

9.4.4. As-Built Plans

Prepare as-built plans for the roadway illumination improvements following the completion of construction, as required by the City. Record drawings are intended to show as-built conditions that vary from the permitted plans. As-built conditions will be recorded by the contractor on a copy of the permitted plans as red-lines and will be provided following construction for incorporation into the record drawings. Record drawings will rely upon the completeness and accuracy of as-built information furnished by the contractor.

Deliverables

Phase 1 – TS&L Report

- Lighting alternatives narrative and costs to be included in TS&L report in Task 6.1.6.

Phase 2 – Preliminary Engineering and Environmental Permitting (Future Work)

- 30% Illumination Plans
- Photometric Analysis Summary
- 30% cost estimate
- Responses to City 30% review comments
- 60% Plans, Cost Estimate, and Special Provisions Outline
- 60% Streetlighting Supporting Calculations Package
- Responses to City 60% review comments
- 90% PS&E
- 90% Streetlighting Supporting Calculations Package
- Responses to City 90% review comments
- Final PS&E

Phase 3 – Right-Of-Way Acquisition (Future Work)

- None.

Phase 4 – Construction Engineering (Future Work)

- Responses to questions and requests for information (email and/or PDF formats)
- Submittal review comments (PDF format)
- Revised plans and specifications for changes (PDF format)
- As-built plans (AutoCAD and PDF formats)

10. RIGHT-OF-WAY SERVICES (RES Group Northwest)

10.1. Phase 1 – Type, Size and Location (TS&L) Report

10.1.1. Meetings

Attend three (1) one-hour meetings to be conducted virtually.

10.1.2. Identify Right-of-Way Impacts

Develop a list of pros and cons for the ROW impacts by each proposed alternative up to 4 alternatives.

10.1.3. Determine Preliminary ROW Costs

Prepare cost estimate for any acquisitions required for each alternative for up to twenty (20) parcels consistent with the preliminary ROW exhibit in Task 5.1.8.

10.2. Phase 2 – Preliminary Engineering and Environmental Permitting (Future Work)

10.2.1. Review City Supplied Title Reports

Conduct reviews of up to eight (8) title reports to assess type of ownership structure, existing encumbrances including but not limited to utilities and access easements that may require

subordination agreements, reconveyances, or pose obstacles or delays to the acquisition closing process. Prepare a title review summary for each parcel that includes a risk assessment and recommendations regarding title encumbrances and exceptions.

10.2.2. ROW Funding Estimate

Prepare WSDOT ROW Funding Estimate.

10.2.3. Appraisal and Appraisal Review Services

Perform Restricted Appraisals and/or Contract with a WSDOT approved review appraiser for review of up to nineteen (19) acquisition appraisal reports. Submit Appraisal(s) and Appraisal Review(s) to City for review and establishment of Just Compensation

10.3. Phase 3 – Right-Of-Way Acquisition (Future Work)

10.3.1. Meetings and Administrative

Attend up to sixteen (16) meetings to be conducted virtually. Provide weekly status reports once offers have been made.

10.3.2. Negotiation Services

- Review Right of Way Plan
- The Consultant shall provide for City's review and approval templates of all acquisition documents including but not limited to offer letters, deeds, easements, right of entries and payment vouchers.
- Upon written notice to proceed from City, prepare a general information notice to be mailed to up to twenty (20) impacted property owners, notifying them of pending project and right-of-way acquisition
- Upon written notice to proceed from RSD Road Property Program Manager, utilizing WSDOT forms or equivalent, prepare offer packages, including but not limited to offers and conveyance documents, for up to nineteen (19) tax parcels and submit draft offer packages for review by RSD Road Property Program Manager.
- Upon notice to proceed, promptly present offers and negotiate in good faith with property owners to acquire necessary right-of-way and/or easement and agreement of driveway reconstruction
- Maintain individual diaries of all contacts and acquisition records in accordance with statutory, regulatory and policy requirements.
- Conduct a minimum of three (3) significant and meaningful contacts with each property owner before recommendation of condemnation
- Provide written notice to City of impasse in negotiations
- Provide written notice to City of recommendation for condemnation
- If necessary, the Consultant shall attempt to secure Administrative Settlements or Voluntary Possession and Use Agreements with the owner(s), allowing the project to move forward and allowing the property owner additional time to negotiate. As a last resort, if the owner is unwilling to agree to a Voluntary Possession and Use Agreement, Consultant shall transmit the file to the City for mediation or filing of a condemnation action. The Consultant shall provide limited technical support for all mediation or condemnation as required.

10.3.3. Closing Services

- Conduct comprehensive checklist reviews for each acquisition file to support City's acquisition file review.
- Provide closing services to property owners for up to twenty (20) parcels.

- Submit signed conveyance documents with requests for payment and other supporting documents including signed W-9(s) and Excise Tax Affidavits, as applicable to the City for document recording and payment processing.
- Prepare payment vouchers for title clearing charges and submit to the City to process payment for up to twenty (20) parcels.
- Coordinate with the City to resolve WSDOT Northwest Region Local Agency Coordinator right-of-way concerns and issues to achieve WSDOT's right-of-way certification

10.4. Phase 4 – Construction Engineering (Future Work)

No work is anticipated in this phase.

Deliverables

Phase 1 – TS&L Report

The following will be provided with the TS&L report in Task 6.1.6:

- Preliminary right-of-way (ROW) cost
- List of pros and cons for each alternative

Phase 2 – Preliminary Engineering and Environmental Permitting (Future Work)

The following will be submitted in PDF format:

- Title Memos
- Preliminary ROW Funding Estimate
- Restricted Appraisals and/or Appraisal Reports
- Appraisal Reviews

Phase 3 – Right-Of-Way Acquisition (Future Work)

- Weekly status reports
- Electronic copy of complete real property acquisition files for the project and up to twenty (20) parcels as well as all original, signed conveyance documents required for recording and any other original documents required to comprise a complete property acquisition record (electronic copy)

Phase 4 – Construction Engineering (Future Work)

- None.

11. CULTURAL RESOURCES (Cultural Resources Consultants)

11.1. Phase 1 – Type, Size and Location (TS&L) Report

11.1.1. Archaeological Monitoring of Geotechnical Explorations

Conduct archaeological monitoring during geotechnical explorations. The archaeological monitor will produce daily logs of observations for inclusion in the cultural resources assessment report in Task 11.2.

11.2. Phase 2 – Preliminary Engineering and Environmental Permitting (Future Work)

11.2.1. Area of Potential Effects

Prepare documentation to define the project's area of potential effects (APE) for NOAA's use in Section 106 consultation with DAHP and Tribes.

11.2.2. Cultural Resources Assessment Report

Prepare a cultural resources assessment report for compliance with Section 106. This will include the following:

- Conduct a search of site files recorded at Washington Department of Archaeology and Historic Preservation (DAHP)
- Review relevant correspondence between the Project proponent, stakeholders, and DAHP
- Review pertinent environmental, archaeological, ethnographic, and historical information appropriate to the project location.
- Contact the cultural resources staff of tribes that may have an interest in the project location.
- Conduct field investigations to identify archaeological and historical resources in the APE.
- Document and record archaeological and historic sites within the APE on Washington State archaeological and/or historic site(s) forms.
- Prepare a technical memorandum describing methods and results of the above along with management recommendations and, if appropriate, an inadvertent discovery plan for use during construction.
- Conduct archaeological monitoring during geotechnical explorations. The archaeological monitor will produce daily logs of observations for inclusion in the cultural resources assessment report.

11.3. Phase 3 – Right-Of-Way Acquisition (Future Work)

No work is anticipated in this phase.

11.4. Phase 4 – Construction Engineering (Future Work)

11.4.1. Archeological Monitoring

Conduct archaeological monitoring and related reporting during project ground disturbance as required by DAHP.

Deliverables

Phase 1 – TS&L Report

- Draft and final project APE (PDF format)

Phase 2 – Preliminary Engineering and Environmental Permitting (Future Work)

- Draft cultural resources assessment and site forms, if completed (PDF format for City review)
- Final cultural resources assessment and site forms, if completed (PDF format for submittal to NOAA)

Phase 3 – Right-Of-Way Acquisition (Future Work)

- None.

Phase 4 – Construction Engineering (Future Work)

- Archaeological monitoring report(s).

Assumptions

General

- Hard copies of documents will not be needed.
- Plans will be developed using 2026 Autodesk AutoCAD / Civil 3D.
- Deliverables will be submitted via email, or, if file size is too large to email, submitted via Otak or City file sharing OneDrive and MIRS ftp site.
- The existing hydrologic studies and hydrologic models are sufficient to perform peak flows evaluations for the project crossings with minimal efforts and without calibration. Hydrologic model updates will not include land use adjustments to account for future development in the contributing basin. If land use adjustments or significant edits to model parameters are warranted, an amendment for a separate hydrologic assessment is required.
- Contaminated soils will not be encountered during drilling and excess soil generated during drilling will be hauled off site and disposed of by the subcontracted driller.
- Aquifer pumping tests will not be needed and evaluation of artesian conditions will not be needed.
- No more than one (1) archaeological site will be identified, recorded, and evaluated for significance.
- No historic sites will be identified.
- Up to three (3) days of archaeological monitoring will be conducted during geotechnical explorations. No night or weekend monitoring will be required.
- No more than twelve (12) shovel probes will be excavated in areas of proposed ground disturbance.
- NOAA is the lead agency for Section 106.
- The selected alternative at each site will be a typical single-span prestressed concrete or steel girder highway bridge.
- City will provide no fee right of entry prior to field work on private property.
- City will provide one list of consolidated review comments for each design submittal, except no review comments will be provided on final submittals.
- City will provide services not included in this scope of work, including compiling plans, special provisions and bid list as applicable into the project manual at each applicable submittal milestone.
- Changes to this scope of work, including assumptions, may require a supplement to the contract.
- Community outreach services will consist of (1) Open House during phase 3.
- Private utility locates will not be required.
- The project design may be broken up into separate packages during phase 3.
- An assumed sheet list is provided at the end of this document.

Phase 1 – TS&L Report

- Duration will be six (6) months.
- Six (6) progress reports and invoices.
- Specifications are not included in this phase.

Phase 2 – Preliminary Engineering and Environmental Permitting (Future Work)

- Duration will be xx (xx) months.
- Xx (xx) progress reports and invoices.

- Bid ready plans will be stamped and signed by engineers and landscape architects licensed in the State of Washington as applicable.
- Barlist sheet does not receive a stamp and signature, consistent with the WSDOT Bridge Design Manual.
- Specifications are not required for 30% design.
- Special provisions language is not required for 60% design, however, and outline will be provided identifying bid items needing special provisions, including General Special Provisions (GSPs).
- 90% and final design specifications will include technical special provision language for Division 2 through Division 9 consistent with WSDOT Standard Specifications.
- The City will develop Division 1 special provisions, compile the project manual, and provide the compiled manual to the design team for review during final design development.
- Bid ready specification will include a signature page with stamps and signatures of engineers and landscape architects responsible for the various sections of the specifications. Engineers and landscape architects will be licensed in the State of Washington.
- Construction cost estimates will be prepared for project improvements based on recent bid tabs from the City and/or WSDOT's online unit bid analysis tool.
- Traffic Control Plans will require no more than two (2) iterations with the City.
- Streetlighting circuitry design is not required for 30% design and will be addressed during 60% design.

Phase 3 – Right-Of-Way Acquisition (Future Work)

- Duration will be xx (xx) months.
- xx (xx) progress reports and invoices.

Phase 4 – Construction Engineering (Future Work)

- Duration will be xx (xx) months.
- Xx (xx) progress reports and invoices.

Design Standards

Project work will be performed according to the following references:

- City of Marysville Engineering Design and Development Standards, latest edition.
- WSDOT Standard Specifications for Road, Bridge, and Municipal Construction, latest edition.
- WSDOT Bridge Design Manual, latest edition and active memorandums.
- WSDOT Geotechnical Design Manual, latest edition.
- WSDOT Hydraulics Manual, latest edition.
- AASHTO LRFD Bridge Design Specifications, 10th Edition.
- AASHTO Guide Specifications for LRFD Seismic Bridge Design, 2nd Edition.
- AASHTO Manual for Bridge Evaluation, 3rd Edition.
- Department of Ecology Western Washington Stormwater Management Manual, 2019.

Schedule

Assume notice to proceed (NTP) provided by March 27, 2026.

The contract will end on 12/31/2026, unless extended by amendment approved by the City.

The following submittal schedule is assumed:

Submittal	Date
Phase 1 – TS&L Report	
Project Basemap	5/27/2026
Draft Wetland and Stream Delineation Report	6/24/2026
Final Wetland and Stream Delineation Report	7/29/2026
Draft Permitting and Environmental Review Memo (PERM)	6/24/2026
Final Permitting and Environmental Review Memo (PERM)	7/29/2026
Draft Bankfull Width Memo	6/24/2026
Final Bankfull Width Memo	7/29/2026
Draft Geomorphic Assessment Memo	6/24/2026
Final Geomorphic Assessment Memo	7/29/2026
Draft Preliminary Hydraulic Design Report	9/2/2026
Final Preliminary Hydraulic Design Report	9/30/2026
Draft Type, Size, and Location Report	9/2/2026
Final Type, Size, and Location Report	9/30/2026
Draft Geotechnical Data Report	9/2/2026
Geotechnical Design Considerations Memo	9/2/2026
Phase 2 – Preliminary Engineering and Environmental Permitting (Future Work)	
TBD	
Phase 3 – Right-Of-Way Acquisition (Future Work)	
TBD	
Phase 4 – Construction Engineering (Future Work)	
N/A	

This schedule assumes rights of entry to private property will be available upon notice to proceed.

Fee Estimate

A breakdown by task is provided in the table below. A more detailed breakdown of the level of effort is provided in the attached fee estimate spreadsheet.

Task	Description	Total
1	Project Management	$ 37,894.05
2	Surveying	$ 44,368.96
3	Environmental Documentation and Permitting	$ 31,099.86
4	Hydrologic and Hydraulic Engineering	$ 50,595.42
5	Civil Engineering	$ 74,859.32
6	Culvert / Bridge Engineering	$ 71,177.92
7	Landscape Architecture	$ 4,378.36
8	Geotechnical Engineering (GeoEngineers)	$ 122,739.53
9	Illumination Design (Transpo)	$ 10,726.01
10	Right-Of-Way Services (RES Group Northwest)	$ 10,564.79
11	Cultural Resources (Cultural Resources Consultants)	$ 3,968.46
	Direct Expenses	$ 21,205.00
TOTAL		**$ 483,577.68**

Assumed sheet list:

Sheet Description	TS&L	30% Design	60% Design	90% and Final Design
GENERAL PLANS				
Cover Sheet, Vicinity Map, and Sheet Index	1	1	1	1
Legend, Abbreviations, and General Notes		1	1	1
Survey Control and Right-of-way		2	2	2
ROADWAY PLANS				
TESC and Demolition			3	3
Road Plan and Profile – 51st Avenue NE		3	3	3
Road Plan and Profile – 132nd Street NE		3	3	3
Typical Roadway Sections		2	3	3
Roadway Details			2	2
ROADWAY DRAINAGE PLANS				
Storm Drainage Plan and Profile		4	4	4
Flow Control Facilities			2	2
Drainage Details			2	2
STREAM RESTORATION PLANS				
Stream Channel Grading Plan and Profile		2	2	2
Stream Restoration Plan			2	2
Stream and Channel Details		2	2	4
Large Woody Material Details			2	2
Temporary Stream Diversion Plan			1	2
STRUCTURAL PLANS				
Structural General Sheets				
Structural Site Layout			1	1
Structural General Notes			1	1
51st Avenue NE Bridge				
Bridge Layout	2 *	1	1	1
Structural Construction Sequence			1	1
Footing/Foundation Layout		1	1	1
Pile/Shaft Details		1	1	1
Abutment Layout		1	2	2
Abutment Details			2	4
Bridge Typical Section	2 *	1	1	1
Framing Plan			1	1
Deck Reinforcing Plan			1	1
Deck Reinforcing Typical Section			1	1
132ND Street NE Bridge				
Bridge Layout	2 *	1	1	1
Structural Construction Sequence			1	1
Footing/Foundation Layout		1	1	1
Pile/Shaft Details		1	1	1
Abutment Layout		1	2	2
Abutment Details			2	4
Bridge Typical Section	2 *	1	1	1
Framing Plan			1	1
Deck Reinforcing Plan			1	1
Deck Reinforcing Typical Section			1	1
Common Bridge Details				
Bearing Details			1	1
Girder Details			4	4
Diaphragm Details			2	2
Utility Support Details			1	2
Expansion Joint Details			1	1
Approach Slab Details			3	3
Bridge Barrier Details			2	2
Pedestrian Rail Details			1	2
Retaining Wall Plans				
Retaining Wall Layout			8	8
Retaining Wall Details			1	3
ILLUMINATION PLANS				
Illumination Notes and Legend		1	1	1
Illumination Plan – 51st Avenue NE		2	2	2
Illumination Plan – 132nd Street NE		2	2	2
Illumination Details		1	1	1
Decorative Bridge Lighting Details			1	1
CHANNELIZATION PLANS				
Channelization Plan		6	6	6
LANDSCAPE PLANS				
Landscape Plan		4	4	4
Landscape Details			1	1
Irrigation Plan			4	4
Irrigation Details			2	2
Decorative Walkway Details			1	1
TRAFFIC CONTROL PLANS				
Traffic Control Plan		3	3	3
Detour Plan		2	2	2
TOTAL SHEETS	**5 ***	**51**	**115**	**126**

* The number of bridge plans in the TS&L are for each alternative. It is assumed that up to two (2) alternatives will be shown in the TS&L plans for each site. Bridge layout (plan and elevation) and bridge typical section views will be shown on a single sheet for each alternative if the views fit at a common scale. If the bridge is too large to fit all three views, two sheets will be used – one for the bridge layout and one for the bridge typical section as shown in the table.

Exhibit A - Fee Estimate

51st Avenue NE and 132nd Street NE Culvert Replacement Project
Fee Estimate - Phase 1
Otak Project #22682
3/16/2026

Task	Description	Principal	PM / Bridge Lead	Civi Engineering			Hydrologic and Hydraulics Engineering						Bridge Engineering				Environmental		Landscape Architecture		Surveying				Admin.	Total Hours	Total Budget by Task
		Engineer 8	Engineer 6	Engineer 6	Engineer 5	g Technician 2	Engineer 6	Engineer 5	Engineer 4	Engineerin g Designer 3	Scientist 4	Scientist 6	Engineer 8	Engineer 4	Engr. Designer 2	Engr. Designer 2	Scientist 6	Scientist 2	Landscape Architect 4	Landscape Architect 3	Project Surveyor 6	Survey Crew Chief 2	Survey Field Tech 3	Survey Data Analyst 4	Project Coord. 4		
1	**Project Management**	8	104	10			2		6					2	2		6		6		2				13	161	$37,894.05
1.1	**Phase 1 - Type, Size, and Location (TS&L) Report**	8	104	10			2		6					2	2		6		6		2				13	161	$37,894.05
1.1.1	General Project Management	6	63																						4	73	$18,171.77
1.1.2	Schedule		12																							12	$2,983.56
1.1.3	Invoice and Progress Reporting		9																						9	18	$3,623.76
1.1.4	Meetings	2	16	10			2		6					2	2		6		6		2					54	$12,120.44
1.1.5	132nd ST NE Existing Retaining Wall (Contingent)		4																							4	$994.52
2	**Surveying**																				32	166	166	55		419	$44,368.96
2.1	**Phase 1 - Type, Size, and Location (TS&L) Report**																				32	166	166	55		419	$44,368.96
2.1.1	Topographic Surveying and Mapping																				16	150	150	55		371	$37,917.12
2.1.2	Existing Right of Way and Boundary Resolution																				16	16	16			48	$6,451.84
3	**Environmental Documentation and Permitting**							4	4								64	122								194	$31,099.86
3.1	**Phase 1 - Type, Size, and Location (TS&L) Report**							4	4								64	122								194	$31,099.86
3.1.1	Site Investigation and Report																36	82								118	$18,301.86
3.1.2	Permitting and Environmental Review Memorandum																12	16								28	$4,657.32
3.1.3	Bankfull Width Memorandum and Agency Meeting							4	4								16	24								48	$8,140.68
4	**Hydrologic and Hydraulic Engineering**	6						32	152	20	50	12														272	$50,595.42
4.1	**Phase 1 - Type, Size, and Location (TS&L) Report**	6						32	152	20	50	12														272	$50,595.42
4.1.1	Site Investigation							2	16	8	6															32	$5,537.86
4.1.2	Geomorphic Field Assessment										16															16	$2,522.72
4.1.3	Geomorphic Assessment Memorandum							2	12		24															38	$6,459.64
4.1.4	Hydrologic Analysis							4	16			12														32	$6,466.92
4.1.5	Hydraulic Analysis	1						8	40																	49	$9,513.66
4.1.6	Preliminary Stream Grading Alternatives	1						4	16	8	4															33	$5,957.54
4.1.7	Preliminary Hydraulic Design Report	2						6	36																	44	$8,657.36
4.1.8	Cost Estimate	2							6	4																12	$2,340.78
4.1.9	Design Review Meetings							4	6																	10	$1,967.30
4.1.10	Phase 2 Recommendations							2	4																	6	$1,171.64
5	**Civil Engineering**			76	160	164						16														416	$74,859.32
5.1	**Phase 1 - Type, Size, and Location (TS&L) Report**			44	120	104																				268	$48,103.40
5.1.1	132nd St NE Existing Retaining Wall (Contingent)			2	8	16																				26	$4,019.50
5.1.2	Site Investigation			8	8																					16	$3,667.76
5.1.3	Data Collection and Review			2	8																					10	$2,175.98
5.1.4	Project Basemap coordination			4	8																					12	$2,673.24
5.1.5	Stakeholder Coordination			6	4																					10	$2,331.14
5.1.6	Preliminary Road and Stream Grading Alternatives			4	32	42																				78	$12,548.64
5.1.7	Right of Way Impact Analysis			4	16	4																				24	$4,812.84
5.1.8	Right of Way Exhibit			2	4	16																				22	$3,180.14
5.1.9	Utility Identification			2	8	2																				12	$2,406.42
5.1.10	Cost Estimate			4	8	8																				20	$3,595.00
5.1.11	Technical Report Writing			4	8	16																				28	$4,516.76
5.1.12	Phase 2 Recommendations/Assumptions			2	8																					10	$2,175.98
5.1.13	Road Drainage Minimum Requirements and Concepts			32	40	60						16														148	$26,755.92
6	**Culvert / Bridge Engineering**		74										4	114	174	42									4	412	$71,177.92
6.1	**Phase 1 - Type, Size, and Location (TS&L) Report**		74										4	114	174	42									4	412	$71,177.92
6.1.1	132nd St NE Existing Retaining Wall (Contingent)		32										1	8	74											115	$19,871.98
6.1.2	Site Investigation		6												12	6										24	$3,947.70
6.1.3	Alternatives Analysis		8										1	50	40	16										115	$19,344.52
6.1.4	TS&L Plans		4											4	20	20										48	$7,204.08
6.1.5	TS&L Cost Estimates		2											8	8											18	$3,092.70
6.1.6	TS&L Report		22										2	44	20										4	92	$17,716.94
7	**Landscape Architecture**																		12	16						28	$4,378.36
7.1	**Phase 1 - Type, Size, and Location (TS&L) Report**																		12	16						28	$4,378.36
7.1.1	TS&L Cost Estimates																		6	8						14	$2,189.18
7.1.2	TS&L Report																		6	8						14	$2,189.18
8	**Geotechnical Engineering**	GeoEningeers (See Subconultants Section)																									
9	**Illumination Design**	Transpo (See Subconultants Section)																									
10	**Right-Of-Way Services**	RES Group Northwest (See Subconultants Section)																									
11	**Cultural Resources**	Cultural Resources Consultant (See Subconultants Section)																									
	Total Hours	14	178	86	160	164	2	36	162	20	50	28	4	116	176	42	70	122	18	16	34	166	166	55	17	1902	
	Billing Rate	$315.34	$248.63	$248.63	$209.84	$115.22	$248.63	$209.84	$187.99	$145.54	$157.67	$218.31	$315.34	$187.99	$136.44	$136.44	$218.31	$127.35	$166.77	$148.57	$220.42	$106.41	$76.41	$126.68	$154.01		
	Total Labor Cost	$4,414.76	$44,256.14	$21,382.18	$33,574.40	$18,896.08	$497.26	$7,554.24	$30,454.38	$2,910.80	$7,883.50	$6,112.68	$1,261.36	$21,806.84	$24,013.44	$5,730.48	$15,281.70	$15,536.70	$3,001.86	$2,377.12	$7,494.28	$17,664.06	$12,684.06	$6,967.40	$2,618.17		$314,373.89
	Direct Expenses																										$21,205.00
	Otak Subtotal																										$335,578.89

Subconsultants	Fee	Markup	
GeoEngineers	$111,581.39	1.1	$122,739.53
Transpo	$9,750.92	1.1	$10,726.01
RES Group Northwest	$9,604.35	1.1	$10,564.79
Cultural Resources Consulatants	$3,607.69	1.1	$3,968.46
Project Total			$483,577.68

EXHIBIT B

Subcontractors/Subconsultants

Below is a list of approved subcontractors/subconsultants. If left blank, there are no approved subcontractors or subconsultants.

_____

_____

_____

_____

_____

_____

Agenda Bill

AGENDA ITEM NO. 3.

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 13, 2026

SUBMITTED BY: Steven Miller, Senior Project Manager

PRESENTED BY: Steven Miller, Senior Project Manager

ITEM TYPE: Agreement

AGENDA SECTION: New Business

SUBJECT:

Local Agency Agreement Supplement No. 2 and Local Agency Federal Aid Project Prospectus with WSDOT for the 88th St NE Corridor Improvement – Phase 1 Project

SUGGESTED ACTION:

Recommended Motion: I move to authorize the Mayor to sign and execute the Local Agency Agreement Supplement No. 2 and Local Agency Federal Aid Prospectus with WSDOT to obligate construction funds for the 88th St NE Corridor - Phase 1 project.

SUMMARY

The City was awarded $2,597,500 in construction funds from the FHWA Surface Transportation Program (STP) in 2022 for 88th St NE phase 1 project. Due to additional federal funds being available, this amount was recently increased to $3,207,274. The City has also been awarded $1,200,000 in construction funds from the 2023 NHS Asset Management Program for the 88th St NE phase 1 project. STP funds must be obligated by June 1, 2026 and NHS funds must be obligated by August 31, 2026. At this time, advertisement to bid is scheduled for April 28. The current estimate for roadway construction is $11,261,051.

Federal funds are admininistered through WSDOT and the supplement to the Local Agency Agreement and Local Agency Federal Aid Project Prospectus is required to

obligate federal funds for construction. The Local Agency Agreement ensures that federal funds for the agreed upon amount are spent in accordance with applicable laws and regulations. The Project Prospectus serves as a support document for authorization of federal funds.

ATTACHMENTS:
Local Agency Agreement Supplement, Local Agency Federal Aid Project Prospectus

Washington State Department of Transportation

Local Agency Agreement Supplement

Agency		Supplement Number
City of Marysville		2
Project Number STPUS-2670(001)	Agreement Number LA10348	ALN. **20.205** - Highway Planning and Construction Federal Highway Administration (FHWA)

All provisions in the basic agreement remain in effect except as modified by this supplement.
The Local Agency certifies that it is not excluded from receiving Federal funds by a Federal suspension or debarment (2 CFR Part 180). Additional changes to the agreement are as follows:

Project Description

Name 88th _ST_NE_Corridor_Improvement - Phase 1 Length 0.8 miles

Termini State Avenue and 55th Avenue NE

Description of Work ✓ No Change

Reason for Supplement

Authorization of construction funding for phase 1 between State Avenue and 55th Avenue.

Indirect Cost Rate ☐ Yes ✓ No Project Agreement End Date 12/31/2030

Advertisement Date 04/28/2026

Type of Work See Attachment 1		Estimate of Funding				
		(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE %	a. Agency			0.00		
	b. Other			0.00		
Federal Aid Participation Ratio(s) for PE	c. Other			0.00		
	d. State Services			0.00		
	e. Total PE Cost Estimate	0.00	0.00	0.00	0.00	0.00
RW %	f. Agency			0.00		
	g. Other			0.00		
Federal Aid Participation Ratio(s) for RW	h. Other			0.00		
	i. State Services			0.00		
	j. Total R/W Cost Estimate	0.00	0.00	0.00	0.00	0.00
CN %	k. Contract			0.00		
	l. Other			0.00		
Federal Aid Participation Ratio(s) for CN	m. Other			0.00		
	n. Other			0.00		
	o. Agency			0.00		
	p. State Services			0.00		
	q. Total CN Cost Estimate	0.00	0.00	0.00	0.00	0.00
	r. Total Project Cost Estimate	0.00	0.00	0.00	0.00	0.00

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

Agency Official

By
Title
Agency Date

Washington State Department of Transportation

By
Director, Local Programs
Date Executed

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin. Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends $1,000,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

XVII. Assurances

Local Agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

Attachment 1

Agency: City of Marysville
Project Title: 88h ST NE Corridor Improvement - Phase 1
Federal Aid # STPUS-2670(001)
Local Agreement # LA10348 - Supplement #2

Type of Work			(1) PREVIOUS AGREEMENT / SUPPLEMENT	(2) SUPPLEMENT	(3) ESTIMATED TOTAL PROJECT FUNDS	(4) ESTIMATED AGENCY FUNDS	(5) ESTIMATED FEDERAL FUNDS
P.E.	a.	Agency					
%	b.	Agency Other					
Federal Aid	c.	Consultant					
Participation	d.	Consultant Other					
Ratio for PE	e.	Other					
	f.	State Services					
	g.	**Total PE Cost Est. (a+b+c+d+e+f)**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Right of Way	h.	Agency	$100,000		$100,000	$13,500	$86,500
86.5%	i.	Other - Acquisition	$1,439,884		$1,439,884	$194,384	$1,245,500
Federal Aid	j.	Other - Acquisition	$1,522,020		$1,522,020	$1,522,020	
Participation	k	State Services	$10,000		$10,000	$10,000	
Ratio for RW	l.	**Total R/W Cost Est. (h+i+j+k)**	**$3,071,904.00**	**$0.00**	**$3,071,904.00**	**$1,739,904.00**	**$1,332,000.00**
Construction	m	Contract - STBG - 86.5%		$3,538,831	$3,538,831	$477,742	$3,061,089
%	n	Contract - NHS - 100%		$1,200,000	$1,200,000		$1,200,000
Federal Aid	o	Contract Other		$6,522,269	$6,522,269	$6,522,269	
Participation	p	Contract Other Ineligible		$4,224,600	$4,224,600	$4,224,600	
Ratio for CN	q	Consultant		$957,000	$957,000	$957,000	
STBG 86.5%	r	Consultant Ineligible		$359,000	$359,000	$359,000	
NHS 100%	s	Agency		$169,000	$169,000	$22,815	$146,185
	t	Agency Ineligible		$63,000	$63,000	$63,000	
	u	State Services		$15,000	$15,000	$15,000	
	v	**Total Const. Cost Est. (m+n+o+p+q+r+s+t+u)**	**$0.00**	**$17,048,700.00**	**$17,048,700.00**	**$12,641,426.00**	**$4,407,274.00**
w.Total Project Cost Estimate (g+l+v)			**$3,071,904.00**	**$17,048,700.00**	**$20,120,604.00**	**$14,381,330.00**	**$5,739,274.00**

Washington State Department of Transportation

Local Agency Federal Aid Project Prospectus

	Prefix	Route	( )
Federal Aid Project Number	STPUS	2670	001
Local Agency Project Number	LA10348		(WSDOT Use Only)

Date	03/30/2026
DUNS Number	076658673
Federal Employer Tax ID Number	91-6001459

Agency	CA Agency	Federal Program Title
City of Marysville	☑ Yes ☐ No	☑ 20.205 ☐ Other

Project Title	Start Latitude N / End Latitude N	Start Longitude W / End Longitude W
88th ST Corridor Improvement - Phase 1	48.075587 / 48.075077	-122.176453 / -122.156477

Project Termini From-To	Nearest City Name	Project Zip Code (+4)
State Avenue 55th Avenue	Marysville	98270-2878

Begin Mile Post	End Mile Post	Length of Project	Award Type
		0.8	☑ Local ☐ Local Forces ☐ State ☐ Railroad

Route ID	Begin Mile Point	End Mile Point	City Number	County Number	County Name
2670			31	0745	Snohomish

WSDOT Region	Legislative District(s)	Congressional District(s)	Urban Area Number
Northwest Region	38	1st	55333

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date Month	Year
P.E.	$1,762,500	$1,762,500	$0	May	2018
R/W	$3,071,900	$1,739,900	$1,332,000	June	2022
Const.	$17,048,700	$12,641,400	$4,407,300	April	2026
Total	$21,883,100	$16,143,800	$5,739,300		

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width	Number of Lanes
24	2

The existing roadway has a rural section with two lanes and minimal width shoulders. The pavement condition varies, with alligator cracking in many locations.

Description of Proposed Work

Description of Proposed Work (Attach additional sheet(s) if necessary)

Upgrade existing 2 lane roadway to 3 lanes, including bicycle and pedestrian shared use path facilities, curb and gutter, sidewalk, landscape, illumination, intersection improvements, and drainage improvements, from State Avenue to 55th Avenue on 88th. Replace water and sewer utilities.

Local Agency Contact Person	Title	Phone
Steven Miller	Senior Project Manager	360.363.8285

Mailing Address	City	State	Zip Code
501 Delta Avenue	Marysville	WA	98270

Project Prospectus

By _____
Approving Authority

Title _____ Date _____

Agency	Project Title	Date
City of Marysville	88th ST Corridor Improvement - Phase 1	03/30/2026

Type of Proposed Work

Project Type (Check all that Apply)			Roadway Width	Number of Lanes
☑ New Construction	☐ Path / Trail	☐ 3-R	35	3
☑ Reconstruction	☑ Pedestrian / Facilities	☐ 2-R		
☐ Railroad	☐ Parking	☐ Other		
☐ Bridge				

Geometric Design Data

Description	Through Route	Crossroad
Federal Functional Classification	☑ Urban ☐ Rural ☐ NHS ☑ Principal Arterial ☐ Minor Arterial ☐ Collector ☐ Major Collector ☐ Minor Collector ☐ Local Access	☑ Urban ☐ Rural ☐ NHS ☐ Principal Arterial ☑ Minor Arterial ☑ Collector ☐ Major Collector ☐ Minor Collector ☑ Local Access
Terrain	☑ Flat ☐ Roll ☐ Mountain	☑ Flat ☐ Roll ☐ Mountain
Posted Speed	35	25-30 mph
Design Speed	40	-
Existing ADT	14500	
Design Year ADT	NA	
Design Year	NA	
Design Hourly Volume (DHV)	1226	

Performance of Work

Preliminary Engineering Will Be Performed By Consultant	Others 100 %	Agency %
Construction Will Be Performed By Contractor	Contract 100 %	Agency %

Environmental Classification

☐ Class I - Environmental Impact Statement (EIS)

☐ Project Involves NEPA/SEPA Section 404 Interagency Agreement

☐ Class III - Environmental Assessment (EA)

☐ Project Involves NEPA/SEPA Section 404 Interagency Agreements

☑ Class II - Categorically Excluded (CE)

☑ Projects Requiring Documentation (Documented CE)

Environmental Considerations

NEPA update approved 12/15/2025.

Agency	Project Title	Date
City of Marysville	88th ST Corridor Improvement - Phase 1	03/30/2026

Right of Way

☐ No Right of Way Needed

* All construction required by the contract can be accomplished within the existing right of way.

☑ Right of Way Needed

- ☐ No Relocation
- ☑ Relocation Required

Utilities

- ☐ No utility work required
- ☐ All utility work will be completed prior to the start of the construction contract
- ☑ All utility work will be completed in coordination with the construction contract

Railroad

- ☑ No railroad work required
- ☐ All railroad work will be completed prior to the start of the construction contract
- ☐ All the railroad work will be completed in coordination with the construction contract

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

Moving power poles outside of traveled way.
Water and sewer lines will be replaced in some locations.

FAA Involvement

Is any airport located within 3.2 kilometers (2 miles) of the proposed project? ☐ Yes ☑ No

Remarks

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency

By _____
Mayor/Chairperson

Date

Agenda Bill

AGENDA ITEM NO. 4.

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 13, 2026

SUBMITTED BY: Steven Miller, Senior Project Manager

PRESENTED BY: Steven Miller, Senior Project Manager

ITEM TYPE: Agreement

AGENDA SECTION: New Business

SUBJECT:

Supplemental Agreement No. 5 to the Professional Services Agreement with PH Consulting LLC for Engineering Design Services associated with the Quiet Zone Project

SUGGESTED ACTION:

Recommended Motion: I move to authorize the Mayor to sign and execute Supplemental Agreement No. 5 to the Professional Services Agreement with PH Consulting, LLC for Engineering Design Services associated with the Quiet Zone Project.

SUMMARY

Council approved the original Professional Services Agreement (PSA) with PH Consulting, LLC on November 8, 2021. A project team consisting of multiple agencies met in 2022 to review the proposal and to establish expectations for the process to establish a quiet zone along the BNSF mainline, consisting of 19 crossings. Based on input from the diagnostic meeting held onsite in 2022, the project design was completed to 30% in 2023 and was updated in 2024. A notice of intent was published in late 2024 in accordance with Quiet Zone process requirements. Since that time, one design review with BNSF has been completed, and a follow-up design review is in progress. Coordination with BNSF is ongoing and comments are being addressed by the design team. At this time, additional engineering services are required to complete the current

review and to finalize the Public Authority Application (PAA) to be submitted for review and approval by the Federal Railway Administration (FRA). The 60% design will be developed concurrently with this process. This supplement, for $96,000, increases the total agreement amount to $520,465.17 and extends the agreement end date to December 31, 2027. City staff have reviewed the amendment and determined that the scope and fee are reasonable for this work.

ATTACHMENTS:
PH_SUPP 5_QUIET ZONE_2026-04-13

SUPPLEMENTAL AGREEMENT NO. 5 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF MARYSVILLE AND PH CONSULTING

THIS SUPPLEMENTAL AGREEMENT NO. 5 ("Supplemental Agreement No. 5") is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation ("City") and PH Consulting, a Limited Liability Corporation ("Consultant").

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

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

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

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

2. Section 2 of the Original Agreement, "TERM", is amended to add that the parties agree to extend the term of the Original Agreement to terminate at midnight on December 31st, 2027.

3. Section 3 of the Original Agreement, "COMPENSATION", is amended to include the additional Consultant fee of $96,000 and shall read as follows: "In no event shall the compensation paid to Consultant under this Agreement exceed $520,465.17 within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City."

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

Original Agreement	$424,465.17
Supplemental Agreement No.5	$96,000
Grand Total	$520,465.17

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

DATED _____

CITY OF MARYSVILLE

By _____
Jon Nehring, Mayor

DATED this _____

PH CONSULTING

By _____

Its:

ATTEST/AUTHENTICATED:

_____
Chari Taber, Deputy City Clerk

Approved as to form:

_____
Jon Walker, City Attorney

Project Name: Marysville Quiet Zone Project
Supplement: Supplement No. 5
Job #: 21-008
Date: March 5, 2026

Project Description

PH Consulting ("PH") provided management, analysis, and engineering services for an initial phase of the City of Marysville's Quiet Zone Improvement Project ("Project") that covered 24 existing public and private railroad grade crossings. The first phase ("Phase 1") consisted of looking thoroughly at 8 crossings in the downtown core (6 public, 2 private; including survey of the 6 public ones) and looking big picture at all 24 of the City's crossings. Phase 1 provided an Alternatives Analysis and after discussion with the City, the City's chosen alternative is for a City-wide Quiet Zone covering all mainline crossings. With Phase 2 of the project, PH prepared 30% design plans estimates, and Quiet Zone administration documents for all 19 mainline crossings (14 Public, 5 Private). A Notice of Intent was filed and on-going coordination with BNSF Railway and WSDOT has resulted in additional efforts necessary to progress project plans and obtain BNSF/WSDOT concurrence with Quiet Zone improvement proposals.

This Supplement extends the contract duration through December 2027 and supplements the estimated fee to provide for additional project coordination with City, private crossing owners, BNSF Railway, FRA, WSDOT, completion of additional 30% design document revisions to meet BNSF and WSDOT requirements, pre-emption timing calculations for 6 crossings, grant application document support, administration of FRA Public Authority Application submittal, and updating of FRA Grade Crossing inventory forms.

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

Task Summary

Task 1.1	Additional Project Management
Task 6.1	Additional 30% Preliminary Design
Task 8.1	Agency Permitting

Project Schedule

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

Stakeholder Coordination..... July 2026
PAA Application ..... June 2026 - December 2027
Final Design Start (Est)..... TBD 2027

Scope of Work

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

Task 1.1 Additional Project Management

Fee: Hourly Rate/NTE

This task is to supplement Task 1 with additional general coordination and monthly meetings on the project, in-house quality assurance, coordination with subconsultants, and contract administration through December 31, 2027.

Task 6.1 Additional 30% Design

Fee: Hourly Rate/NTE

PH will revise the previously prepared 30% design plans and estimates based on feedback/comments from BNSF Railway, WSDOT, and City. PH will provide pre-emption timing calculations using TXDOT Forms for all interconnected crossings plus the WSDOT Form at the State Route Crossing. Additionally, PH will prepare exhibits, cost estimates and other support for potential grant applications:

Services under this task will include:

- Coordinating with BNSF Railway
- Coordinating with WSDOT Rail and Traffic groups.
- Coordinating Grade Crossing Status with UTC.
- Coordinating with FRA.
- Pre-emption Timing Calculations for the following 6 crossings:
    1. 4th St (SR 528) and RR Crossing (DOT 084640G)
    2. 80th St NE and RR Crossing (DOT 084647E)
    3. 88th St NE and RR Crossing (DOT 084650M)
    4. 116th St NE, at State Ave RR Crossing (DOT 084654P)
    5. 128th St NE, at State Ave RR Crossing (DOT 084660T)
    6. 136th St NE, at State Ave RR Crossing (DOT 084664V)

ASSUMPTIONS & EXCLUSIONS

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

DELIVERABLES

- Revised 30% Plans and Estimates.
- Pre-Emption Calculation Forms.

Task 8.1 Agency Permitting

Fee: Hourly Rate/NTE

PH will update the previously drafted Public Authority Application (PAA) based on feedback/comments from BNSF Railway, WSDOT, and City. PAA will be submitted to all project stakeholders per FRA requirements:

Services under this task will include:

- Updating and Submitting PAA to FRA.
- Updating Crossing Inventory Forms.
- Updating Quiet Zone Calculations.
- Responding to PAA questions from stakeholders during evaluation.

ASSUMPTIONS & EXCLUSIONS

- N/A.

DELIVERABLES

- Revised Draft & Final Public Authority Application.
- Updated Crossing Inventory Forms
- Public Grade Crossing ADT Counts.
- Supplemental QZRI Update Memorandum.

General Assumptions and Notes

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

Marysville Quiet Zone Project - Phase 2
Fee Estimate Summary

PH Consulting Staff Category	Hours	Rate	Cost
Principal	102	$ 270.00	$ 27,540.00
Senior Traffic Engineer	16	$ 230.00	$ 3,680.00
Project Engineer	142	$ 205.00	$ 29,110.00
CAD Designer II	56	$ 160.00	$ 8,960.00
Associate Engineer	112	$ 155.00	$ 17,360.00
Office Administrator	12	$ 140.00	$ 1,680.00
Total Hours	440		$ 88,330.00

Direct Salary Cost				**$ 88,330.00**
Subconsultants				
AXIS Survey			$ -	
Benesch			$ -	
Sub-Total Subconsultants				**$ -**
			SUBTOTAL	**$ 88,330.00**

Direct Expenses	Unit	Cost	Total	
Traffic Counts	1	$ 7,500.00	$ 7,500.00	
Reproduction Costs				
Full Sized Copies (Bond)	1	$ -	$ -	
Reprographics	1	$ -	$ -	
Travel (Airfare, Hotel)	1	$ -	$ -	
2026 Mileage Rates	1	$0.725/Mi	$ 170.00	
Sub-Total Direct Expenses				**$ 7,670.00**
		SUBTOTAL PROJECT FEE ESTIMATE		**$ 96,000.00**
Total Fee				**$ 96,000.00**

Marysville Quiet Zone Project - Phase 2
Fee Estimate Summary

Task No.	Task Description	Principal	Senior Traffic Engineer	Project Engineer	CAD Designer III	Associate Engineer	Office Admin	Sub-consultants	Total
	Hourly Rate	$ 270.00	$ 230.00	$ 205.00	$ 160.00	$ 155.00	$ 140.00		
1.1	**ADDITIONAL PROJECT MANAGEMENT**								
	Project Coordination	12		8					20
	Project Monitoring, Progress Reporting, & Invoicing			8			12		20
	Project Team Meetings	18	4	18					40
	Subconsultant Management	4							4
	Task 1.1 Total Hours	34	4	34	0	0	12		84
	Subtotal Task 1.1	$ 9,180.00	$ 920.00	$ 6,970.00	$ -	$ -	$ 1,680.00	$ -	$ 18,750.00
2.1	**ADDITIONAL 30% PRELIMINARY DESIGN**								
	Pre-Emption Calculations (6 Crossings)	8	12	24		48			92
	BNSF Comments & Coordination	12		16	24	12			64
	Grant Support	8		16	16				40
	Benesch								
	Task 6.1 Total Hours	28	12	56	40	60	0		196
	Subtotal Task 6.1	$ 7,560.00	$ 2,760.00	$ 11,480.00	$ 6,400.00	$ 9,300.00	$ -	$ -	$ 37,500.00
6.1	**Agency Permitting**								
	PAA Preparation	16		20		16			52
	Inventory Reports & QZRI Updates	8		16		32			56
	BNSF Comments & Coordination	16		16	16	4			52
	Benesch							$ -	
	Task 8.1 Total Hours	40	0	52	16	52	0		160
	Subtotal Task 8.1	$ 10,800.00	$ -	$ 10,660.00	$ 2,560.00	$ 8,060.00	$ -	$ -	$ 32,080.00
	PH TOTAL HOURS	**102**	**16**	**142**	**56**	**112**	**12**		**440**
	TOTAL ALL TASKS	**$ 27,540.00**	**$ 3,680.00**	**$ 29,110.00**	**$ 8,960.00**	**$ 17,360.00**	**$ 1,680.00**	**$ -**	**$ 88,330.00**

PH Consulting LLC
Summary of Direct Labor Costs
Effective January 1, 2026-December 31, 2026

Job Classifications	Maximum Billing Rate
Principal	$ 295.00
Sr Project Manager	$ 285.00
Project Manager	$ 260.00
Senior Traffic Engineer	$ 230.00
Traffic Engineer	$ 215.00
Senior Project Engineer	$ 230.00
Project Engineer	$ 205.00
Associate Engineer	$ 180.00
Engineering Design Technician	$ 150.00
Engineering Intern	$ 110.00
CAD Manager	$ 190.00
CAD Designer III	$ 180.00
CAD Designer II	$ 140.00
CAD Designer I	$ 130.00
Office Administrator	$ 140.00
Office Assistant	$ 110.00

Direct non-salary costs will be billed at actual costs.
Subconsultants will be marked up at 10%
Direct Mileage will be billed at current approved IRS mileage rate.

PH CONSULTING
Balanced Transportation Solutions

Agenda Bill

AGENDA ITEM NO. 5.

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 13, 2026

SUBMITTED BY: Nick Loutsis, Project Engineer

PRESENTED BY: Jeff Laycock, Engineering Services Director

ITEM TYPE: Agreement

AGENDA SECTION: New Business

SUBJECT:

Amendment No. 1 to the Air Quality VW EV Charging Level 2: Charge Where You Are Agreement Between the State of Washington Department of Ecology and the City of Marysville – Public Works Department

SUGGESTED ACTION:

Recommended Motion: I move to authorize the Mayor to sign and execute Amendment No. 1 to the Grant Agreement AQVWLVL2-2025-MaryPW-00219 with the State of Washington Department of Ecology for the EV Charging Level 2 project.

SUMMARY

In 2024, Council approved an agreement with Ecology to provide funding for the purchase and installation of four level 2 electric vehicle chargers, for a total eligible cost of $40,000.00. To allow for additional time for project delivery, authorization is requested to sign and execute Amendment No. 1 to the grant Agreement No. AQVWLVL2-2025-MaryPW-00219 between the State of Washington Department of Ecology and the City of Marysville. This will extend the grant agreement from June 30, 2026 to June 30, 2027, at no cost to the city.

ATTACHMENTS:

Grant Amendment, Original Grant Agreement

AMENDMENT NO. 1
TO AGREEMENT NO. AQVWLVL2-2025-MaryPW-00219
BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
CITY OF MARYSVILLE - PUBLIC WORKS DEPARTMENT

PURPOSE: To amend the above-referenced agreement (AGREEMENT) between the state of Washington Department of Ecology (ECOLOGY) and CITY OF MARYSVILLE - PUBLIC WORKS DEPARTMENT (RECIPIENT) for the Level 2 electric vehicle charging equipment purchase and installation (PROJECT).

The purpose of this amendment is to extend this agreement from 6/30/26 to 6/30/27 and to update deliverable 1.8 to be required for equipment costing over $10,000 to match current Equipment Purchase Request requirements.

IT IS MUTUALLY AGREED that the AGREEMENT is amended as follows:

Expiration Date:
Original: 06/30/2026 Amended: 06/30/2027

CHANGES TO SCOPE OF WORK

Task Number: 1 **Task Cost:** $40,000.00

Task Title: Purchase and Install Charging Infrastructure

Task Description:
Under this task, the RECIPIENT will purchase and install 4 new level 2 plugs and charging infrastructure to support electric vehicle charging at 501 North Delta, Marysville, WA 98270. This grant will pay for 100% of eligible costs to install the public electric vehicle charging stations, up to a maximum of $10,000 per plug.
Eligible costs must be directly related to the purchase and installation of the level 2 infrastructure. Administrative costs are not eligible for reimbursement under this grant agreement. See page 14 of the grant guidelines for more information.

The RECIPIENT will submit documentation to ECOLOGY of site ownership. If RECIPIENT does not own the site where the charging infrastructure will be installed, RECIPIENT will submit a site-host agreement certifying that RECIPIENT has permission to install and operate charging stations for a minimum of five (5) years on the site.

EV parking spaces must meet the accessibility requirements of the jurisdiction in which the project is located (see more information about the requirements at www.access-board.gov/files/usab-evse-guide.pdf).

ECOLOGY's grants and cultural resource staff will work with the RECIPIENT to comply with State Cultural Resource Review Requirements under Executive Order 21-02. RECIPIENT will complete and submit a Cultural

Resources Review form (provided by ECOLOGY). Please allow at least 60 days for completion of the Cultural Resources Review process. RECIPIENT will complete and submit any deliverables resulting from the Cultural Resources Review process. The deliverable may be an Inadvertent Discovery Plan, a monitoring plan, or an Archaeological Permit.
RECIPIENT may not begin any activities that cause ground disturbance or have the potential to disturb cultural resources until ECOLOGY has completed the review process and determined the RECIPIENT may proceed.

The RECIPIENT must have a standard procurement process and follow current Washington State procurement laws for the solicitation of bids and the selection of vendors and contractors for the performance of any grant-assisted work. Procurement processes apply to both charging equipment and services for construction and installation. RECIPIENT must provide documentation confirming procurement requirements are followed. Documentation for both equipment and services must include:
• method of vendor notification of bid opportunity
• how many bidders were notified
• evaluation summary of bids received
• award letter or notice of contract award
• awarded contractor name, contract number, date contract was executed

Prior to reimbursement, RECIPIENT must submit via EAGL certification that the charging infrastructure has been installed, activated, and is available for use; photos of the charging infrastructure; invoices confirming full payment has been made for the charging infrastructure; photos of signage or pavement markings demonstrating all parking spaces are reserved for EV charging only; and an Equipment Purchase Report for any item costing more than $5,000 (submitted via EAGL). Reimbursement is conditional on receipt of any additional information requested by ECOLOGY to clarify or verify the scope of work, project costs, or compliance with state procurement laws.

Within 30 days of the end of each calendar quarter, the RECIPIENT will submit to ECOLOGY a quarterly Purchase Request/Progress Reports (PRPR) in EAGL.

Task Goal Statement:
The goal of this task is to purchase and install charging infrastructure to support light duty electric vehicle charging.

Task Expected Outcome:
Purchase and install level 2 charging infrastructure.

Deliverables

Number	Description	Due Date
1.1	If publicly available, RECIPIENT will register the site on the AFDC charger wayfinding app as “Planned” once grant is executed. RECIPIENT will update information with the AFDC once charging stations are activated and ready for public use.	

1.2	RECIPIENT will submit to ECOLOGY the site-host agreement between the RECIPIENT and the site owner to operate the charging infrastructure for a minimum of five (5) years from the date the equipment is operational and open to the public, if the RECIPIENT does not own the site where the charging infrastructure will be installed. This may be submitted with the quarterly PRPR.	
1.3	Prior to any ground disturbances, the RECIPIENT will submit by email a completed Cultural Resources Review Form. Please allow at least 60 days for completion of the Cultural Resources Review process.	
1.4	Prior to any ground disturbances, the RECIPIENT will submit to ECOLOGY any deliverables required by the Cultural Resources Review findings. This may be included in the quarterly PRPR.	
1.5	RECIPIENT will submit documentation of the procurement process used to procure the new charging infrastructure. This may be included in the quarterly PRPR.	
1.6	RECIPIENT will submit documentation of the procurement process used to procure the services for construction and installation. This may be included in the quarterly PRPR.	
1.7	Prior to reimbursement, RECIPIENT will submit photos of charging stations including all operational plugs; onsite signage indicating Electric Vehicle or Plug-in parking only; and anything else deemed necessary, when the charging infrastructure is installed, activated, and available for use. This may be included in the quarterly PRPR.	
1.8	Prior to reimbursement, RECIPIENT will complete and submit an Equipment Purchase Report (EPR) in EAGL for any item costing more than $10,000.	
1.9	RECIPIENT will complete and submit a Recipient Close-Out Report in EAGL. This must be submitted before ECOLOGY approves the final payment request.	

CHANGES TO THE BUDGET

Funding Distribution EG250125

Funding Title: VW EV Level 2 Charging: Charge Where You Are

Funding Type: Grant

Funding Effective Date: 12/23/2024 Funding Expiration Date: 06/30/2027

Funding Source:

Title:	General Fund Private-Local Volkswagen Settlement
Fund:	FD
Type:	State
Funding Source %:	100%
Description:	VW Federal Settlement Funds - Private/Local

Approved Indirect Costs Rate:	Approved State Indirect: 0 %
Recipient Match %:	0%
InKind Interlocal Allowed:	No
InKind Other Allowed:	No
Is this Funding Distribution used to match a federal grant?	No

VW EV Level 2 Charging: Charge Where You Are	Task Total
Purchase and Install Charging Infrastructure	$ 40,000.00
Total: $	**40,000.00**

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
VW EV Level 2 Charging: Charge Where You Are	0 %	$ 0.00	$ 40,000.00	$ 40,000.00
Total		**$ 0.00**	**$ 40,000.00**	**$ 40,000.00**

AUTHORIZING SIGNATURES

All other terms and conditions of the original Agreement including any Amendments remain in full force and effect, except as expressly provided by this Amendment.

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

This amendment will be effective 03/12/2026.

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

Washington State
Department of Ecology

By: _____

Kathy Taylor Date

Air Quality Program Manager

CITY OF MARYSVILLE - PUBLIC WORKS DEPARTMENT

By: _____

Date

Grant Coordinator

Jon Nehring

_____

Mayor, City of Marysville Date

Template Approved to Form by
Attorney General's Office

Template Version 10/30/2015

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Agreement No. AQVWLVL2-2025-MaryPW-00219

AIR QUALITY VW EV CHARGING LEVEL 2: CHARGE WHERE YOU ARE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF MARYSVILLE - PUBLIC WORKS DEPARTMENT

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

GENERAL INFORMATION

Project Title:	Level 2 electric vehicle charging equipment purchase and installation
Total Cost:	$40,000.00
Total Eligible Cost:	$40,000.00
Ecology Share:	$40,000.00
Recipient Share:	$0.00
The Effective Date of this Agreement is:	12/23/2024
The Expiration Date of this Agreement is no later than:	06/30/2026
Project Type:	Level 2 electric vehicle charging equipment

Project Short Description:
The City of Marysville would like to purchase and install four (4) level 2 charging plugs that meet the equipment specifications of the grant. The equipment will be installed in an ADA compatible parking area located within city owned public right-of-way and be available for public use 24/7.

Project Long Description:
The identified project area within the City of Marysville (city) is located in a census tract scoring 9 for median income on the Washington Tracking Network's Social Vulnerability Index and a 10 for unaffordable housing. Many residents of the city don't have access to electric vehicle charging at their place of residence. By installing cost effective public options for electric vehicle (EV) charging, city residents would be afforded the ability to own or lease EV vehicles, thereby fueling the effort to reduce emissions from diesel and gas-powered engines. The same area of the city scores 10 for the PM 2.5 concentration. Advancing EV usage will allow for the measurement of this particulate matter to trend

downward.

In 2023, the city constructed a new Civic Center and Jail. The area identified for this new EV infrastructure is fronting this Center. This location has access to a city park, playground, spray park, and public restroom, as well as the Civic Center. In addition, numerous restaurants, a supermarket and shopping center are all within a five-minute walk.

The city has used the approved Sourcewell Cooperative Purchasing Contract to get cost and power availability for equipment meeting the specifications of the grant. The city will purchase and install two Level 2 CoRe+ MAX chargers with dual side-by-side CoRe+ MAX on pedestal with CMS. In addition to the purchase of the chargers, the cost also includes 5 years of performance warranty and 5 years of GMS service.

The city has an in house electrician that was able to provide a professional opinion on the preferred site location and the available power options based on the specification sheet for the CoRe+ MAX charger. The selected site has the available power and would require minimal trenching work in an existing landscaped area. Power availability is on the north side of the Civic Center and empty conduits have been installed that lead east along the building and north under the asphalt access to the parking lot. The only ground disturbance would be approximately 30 feet in an existing landscaped area to install a conduit to carry power to the EV parking location as well as the installation of the pedestals for the charging equipment.

Overall Goal:

· Reduce emissions from transportation in communities susceptible to higher levels of environmental health risk factors

· Increase access across the state to level 2 charging at businesses, multi-unit dwellings, government owned properties, and other places where residents of Washington spend at least 1-4 hours

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RECIPIENT INFORMATION

Organization Name: City of Marysville - Public Works Department

Federal Tax ID: 91-6001459
UEI Number: KENDBGSMVPQ7

Mailing Address: 501 Delta Ave
Marysville, WA 98270

Physical Address: 501 Delta Ave
Marysville, Washington 98274

Organization Email: kchennault@marysvillewa.gov

Contacts

Project Manager	Kari Chennault Grant Coordinator 501 Delta Avenue Marysville, Washington 98270 Email: kchennault@marysvillewa.gov Phone: (360) 363-8074
Billing Contact	Andrew Hougan Financial Analyst 501 Delta Avenue Marysville, Washington 98270 Email: ahougan@marysvillewa.gov Phone: (360) 363-8100
Authorized Signatory	Kari N Chennault Grant Coordinator 501 Delta Avenue Marysville, Washington 98270 Email: kchennault@marysvillewa.gov Phone: (360) 363-8074

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ECOLOGY INFORMATION

Mailing Address: Department of Ecology
AQVW
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: AQVW
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Mehjabeen Rahman PO Box 47600 Olympia, Washington 98504-7600 Email: mrah461@ecy.wa.gov Phone: (360) 764-6303
Financial Manager	Rose Bennett Contracts & Grants Specialist PO Box 47600 Olympia, Washington 98504-7600 Email: RBEN461@ecy.wa.gov Phone: (360) 819-3456

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AUTHORIZING SIGNATURES

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

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

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

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

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

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

Washington State
Department of Ecology

DocuSigned by:
By: Kathy Taylor 1/2/2025
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Kathy Taylor Date
AQVW
Program Manager

Template Approved to Form by
Attorney General's Office

City of Marysville - Public Works Department

Signed by:
By: Kari N. Chennault 1/2/2025
F1E53E0E12174AD...

Kari N Chennault Date
Grant Coordinator

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Jon Nehring

DocuSigned by:
John Nehring
A8AE51528DE9478...

1/2/2025

Mayor, City of Marysville Date

SCOPE OF WORK

Task Number: 1 **Task Cost:** $40,000.00

Task Title: Purchase and Install Charging Infrastructure

Task Description:
Under this task, the RECIPIENT will purchase and install 4 new level 2 plugs and charging infrastructure to support electric vehicle charging at 501 North Delta, Marysville, WA 98270. This grant will pay for 100% of eligible costs to install the public electric vehicle charging stations, up to a maximum of $10,000 per plug.
Eligible costs must be directly related to the purchase and installation of the level 2 infrastructure. Administrative costs are not eligible for reimbursement under this grant agreement. See page 14 of the grant guidelines for more information.

The RECIPIENT will submit documentation to ECOLOGY of site ownership. If RECIPIENT does not own the site where the charging infrastructure will be installed, RECIPIENT will submit a site-host agreement certifying that RECIPIENT has permission to install and operate charging stations for a minimum of five (5) years on the site.

EV parking spaces must meet the accessibility requirements of the jurisdiction in which the project is located (see more information about the requirements at www.access-board.gov/files/usab-evse-guide.pdf).

ECOLOGY's grants and cultural resource staff will work with the RECIPIENT to comply with State Cultural Resource Review Requirements under Executive Order 21-02. RECIPIENT will complete and submit a Cultural Resources Review form (provided by ECOLOGY). Please allow at least 60 days for completion of the Cultural Resources Review process.
RECIPIENT will complete and submit any deliverables resulting from the Cultural Resources Review process. The deliverable may be an Inadvertent Discovery Plan, a monitoring plan, or an Archaeological Permit.
RECIPIENT may not begin any activities that cause ground disturbance or have the potential to disturb cultural resources until ECOLOGY has completed the review process and determined the RECIPIENT may proceed.

The RECIPIENT must have a standard procurement process and follow current Washington State procurement laws for the solicitation of bids and the selection of vendors and contractors for the performance of any grant-assisted work. Procurement processes apply to both charging equipment and services for construction and installation. RECIPIENT must provide documentation confirming procurement requirements are followed. Documentation for both equipment and services must include:
• method of vendor notification of bid opportunity
• how many bidders were notified
• evaluation summary of bids received
• award letter or notice of contract award
• awarded contractor name, contract number, date contract was executed

Prior to reimbursement, RECIPIENT must submit via EAGL certification that the charging infrastructure has been installed, activated, and is available for use; photos of the charging infrastructure; invoices confirming full payment has been made for the charging infrastructure; photos of signage or pavement markings demonstrating all parking spaces are reserved for EV charging only; and an Equipment Purchase Report for any item costing more than $5,000 (submitted via EAGL). Reimbursement is conditional on receipt of any additional information requested by ECOLOGY to clarify or verify the scope of work, project

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costs, or compliance with state procurement laws.

Within 30 days of the end of each calendar quarter, the RECIPIENT will submit to ECOLOGY a quarterly Purchase Request/Progress Reports (PRPR) in EAGL.

Task Goal Statement:
The goal of this task is to purchase and install charging infrastructure to support light duty electric vehicle charging.

Task Expected Outcome:
Purchase and install level 2 charging infrastructure.

Purchase and Install Charging Infrastructure

Deliverables

Number	Description	Due Date
1.1	If publicly available, RECIPIENT will register the site on the AFDC charger wayfinding app as "Planned" once grant is executed. RECIPIENT will update information with the AFDC once charging stations are activated and ready for public use.	
1.2	RECIPIENT will submit to ECOLOGY the site-host agreement between the RECIPIENT and the site owner to operate the charging infrastructure for a minimum of five (5) years from the date the equipment is operational and open to the public, if the RECIPIENT does not own the site where the charging infrastructure will be installed. This may be submitted with the quarterly PRPR.	
1.3	Prior to any ground disturbances, the RECIPIENT will submit by email a completed Cultural Resources Review Form. Please allow at least 60 days for completion of the Cultural Resources Review process.	
1.4	Prior to any ground disturbances, the RECIPIENT will submit to ECOLOGY any deliverables required by the Cultural Resources Review findings. This may be included in the quarterly PRPR.	
1.5	RECIPIENT will submit documentation of the procurement process used to procure the new charging infrastructure. This may be included in the quarterly PRPR.	
1.6	RECIPIENT will submit documentation of the procurement process used to procure the services for construction and installation. This may be included in the quarterly PRPR.	
1.7	Prior to reimbursement, RECIPIENT will submit photos of charging stations including all operational plugs; onsite signage indicating Electric Vehicle or Plug-in parking only; and anything else deemed necessary, when the charging infrastructure is installed, activated, and available for use. This may be included in the quarterly PRPR.	
1.8	Prior to reimbursement, RECIPIENT will complete and submit an Equipment Purchase Report (EPR) in EAGL for any item costing more than $5,000.	
1.9	RECIPIENT will complete and submit a Recipient Close-Out Report in EAGL. This must be submitted before ECOLOGY approves the final payment request.	

BUDGET

Funding Distribution EG250125

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

Funding Title: VW EV Level 2 Charging: Charge Where You Funding Type: Grant
Funding Effective Date: 12/23/2024 Funding Expiration Date: 06/30/2026

Funding Source:

Title: General Fund Private-Local Volkswagen Settlement

Fund: FD
Type: State
Funding Source %: 100%
Description: VW Federal Settlement Funds - Private/Local

Approved Indirect Costs Rate: Approved State Indirect Rate: 0%
Recipient Match %: 0%
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

VW EV Level 2 Charging: Charge Where You Are	Task Total
Purchase and Install Charging Infrastructure	$ 40,000.00
	Total: $ 40,000.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
VW EV Level 2 Charging: Charge Where You Are	0.00 %	$ 0.00	$ 40,000.00	$ 40,000.00
Total		**$ 0.00**	**$ 40,000.00**	**$ 40,000.00**

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

GENERAL FEDERAL CONDITIONS

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

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

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered

transaction complies with certification of suspension and debarment requirements.

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

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

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

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

- Receives more than $30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than $25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov/> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov/>.

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

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232 <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in

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the System for Award Management (SAM) <https://sam.gov/SAM/> exclusion list.

GENERAL TERMS AND CONDITIONS

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

GENERAL TERMS AND CONDITIONS
For DEPARTMENT OF ECOLOGY GRANTS and LOANS
07/01/2023 Version

1. ADMINISTRATIVE REQUIREMENTS

a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html)

b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.

c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.

d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

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

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (https://ocio.wa.gov/policy/accessibility) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:

• Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.

* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

• For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).

b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

• Keep the IDP at the project site.
• Make the IDP readily available to anyone working at the project site.
• Discuss the IDP with staff, volunteers, and contractors working at the project site.
• Implement the IDP when Cultural Resources or human remains are found at the project site.

c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

• Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.

d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

• Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.

e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

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

6. COMMUNICATION

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

7. COMPENSATION

a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.

b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.

c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.

d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.

e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.

f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.

g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, https://ofm.wa.gov/it-systems/statewide-vendorpayee-services. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.

i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

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

a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.

b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.

c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.

d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

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

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

9. CONFLICT OF INTEREST

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

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

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

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

11. DISPUTES

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

a) RECIPIENT notifies the funding program of an appeal request.

b) Appeal request must be in writing and state the disputed issue(s).

c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.

d) ECOLOGY reviews the RECIPIENT's appeal.

e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.
The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.
Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.
Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.
Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: http://www.ecy.wa.gov/eim.
c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

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

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.
To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

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

16. KICKBACKS

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

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

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

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

a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.

b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.

c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.

d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

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

a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.

b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.

c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

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

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

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

20. PROGRESS REPORTING

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

21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

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

All records shall:

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

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

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

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

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

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

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

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

23. RECOVERY OF FUNDS

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

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

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

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

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

24. SEVERABILITY

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

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

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

26. SUSPENSION

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

27. SUSTAINABLE PRACTICES

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

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing, https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing.

28. TERMINATION

a) For Cause

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

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

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

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

b) For Convenience

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

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

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

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event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.
RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

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

d) In Event of Termination
All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.
Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

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

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

End of General Terms and Conditions

Agenda Bill

AGENDA ITEM NO. 6.

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 13, 2026

SUBMITTED BY: Emily Morgan, Senior Planner

PRESENTED BY: Emily Morgan, Senior Planner

ITEM TYPE: Ordinance

AGENDA SECTION: New Business

SUBJECT:

An **Ordinance** Amending Chapter 14.07 of the Municipal Code Regarding Waiving Capital Improvement Charges for Affordable Housing as Allowed by RCW 35.92.380

SUGGESTED ACTION:

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

SUMMARY

Recently, the City of Marysville partnered with the Housing Alliance for Snohomish County (HASCO) on a Department of Commerce Connecting Housing to Infrastructure (CHIP) grant for the Leonard Crossing Apartments (FKA Copper at Marysville) located on the corner of Grove Street and Cedar Avenue. To comply with the CHIP grant conditions, the City of Marysville needs to add code provisions that allow for waiving, either in whole or partially, the fees associated with connecting to public utilities for affordable housing projects. The CHIP grant will then reimburse the City for the waived capital improvement charges.

RCW **35.92.380** allows cities to waive utility (capital) improvement charges (i.e., connection or hookup fees) for developments proposing affordable housing. These waivers would be eligible only for nonprofit organizations, public development authorities, housing authorities, or local agencies that provide affordable housing as

defined in RCW **35.92.385**

Staff presented the proposed code amendments on April 6, 2026, at the City Council Work Session. Staff respectfully request that City Council adopt the proposed regulation by Ordinance.

ATTACHMENTS:
Intro Memo - CA26-0001, Ordinance -Waiving UICs - final 4-7-2026

COMMUNITY DEVELOPMENT DEPARTMENT
501 Delta Avenue ◆ Marysville, WA 98270 ◆ (360) 363-8000

MEMORANDUM

DATE: April 13, 2026

TO: City Council

FROM: Emily Morgan, Senior Planner

RE: **Waiving capital improvement charges for affordable housing - CA 26-0001**

CC: Jennifer Stapleton, City Administrator
Angela Gemmer, Planning Manager

SUMMARY OF AMENDMENT

Recently, the City of Marysville partnered with the Housing Alliance for Snohomish County (HASCO) on a Department of Commerce Connecting Housing to Infrastructure (CHIP) grant for the Leonard Crossing Apartments (FKA Copper at Marysville) located on the corner of Grove Street and Cedar Avenue. To comply with the CHIP grant conditions, the City of Marysville needs to add code provisions that allow for waiving, either in whole or partially, the fees associated with connecting to public utilities for affordable housing projects. The CHIP grant will then reimburse the City for the waived capital improvement charges.

RCW **35.92.380** allows cities to waive utility (capital) improvement charges (i.e., connection or hookup fees) for developments proposing affordable housing. These waivers would be eligible only for nonprofit organizations, public development authorities, housing authorities, or local agencies that provide affordable housing as defined in RCW **35.92.385**

Affordable housing means residential housing whose monthly costs, including utilities other than telephone, do not exceed 30 percent of the monthly income of a household whose income is:

- For rental housing, capped at 60 percent of the median household income adjusted for household size for Snohomish County per Housing and Urban Development standards; or
- For ownership housing, capped at 80 percent of the median household income adjusted for household size for Snohomish County per Housing and Urban Development standards.

Staff presented the proposed code amendments on April 6th, 2026, at the City Council Work Session. Staff respectfully request that City Council adopt the proposed regulation by Ordinance.

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, AMENDING CHAPTER 14.07 OF THE MUNICIPAL CODE REGARDING WAIVING CAPITAL IMPROVEMENT CHARGES FOR AFFORDABLE HOUSING AS ALLOWED BY RCW 35.92.380.

WHEREAS, RCW 35.92.380 allows cities to waive utility improvement charges (i.e. capital improvement charges, or connection or hookup fees) for developments that are proposing low-income housing; and

WHEREAS, these waivers would be eligible only for nonprofit organizations, public development authorities, housing authorities, or local agencies that provide emergency shelter, transitional housing, permanent supportive housing, or affordable housing as defined in RCW 35.92.385; and

WHEREAS, allowing for capital improvement charge waivers would further State of Washington and City of Marysville goals pertaining to the provision of affordable housing

WHEREAS, during the public meeting on April 6, 2026, the City Council discussed the proposed amendments to Chapter 14.07 of the Marysville Municipal Code; and

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

SECTION 1. Adoption of MMC 14.07.085. A new municipal code section, Section 14.07.085 MMC, is adopted as set forth in **Exhibit A**.

SECTION 2. Projects which have submitted a building permit prior to the ordinance codified in this section taking effect and which do not have an occupancy permit may apply after the effective date of the ordinance codified in this section, but prior to receiving an occupancy permit.

SECTION 3. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

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

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

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

2026.

CITY OF MARYSVILLE

By: _____
JON NEHRING, MAYOR

Attest:

By: _____
CHARI TABER, DEPUTY CITY CLERK

Approved as to form:

By: _____
JON WALKER, CITY ATTORNEY

Date of Publication: _____

Effective Date: _____
(5 days after publication)

EXHIBIT A

MMC 14.07.085 Waiving capital improvement charges for affordable housing.

(1) The city administrator, or designee, may grant a waiver of capital improvement charges set forth in MMC 14.03.010 for new affordable housing units as authorized by RCW 35.92.380 and RCW 35.92.385.

(2) For purposes of this section, the meaning of "affordable housing" in RCW 36.70A.030 as now enacted or subsequently amended or recodified is adopted by reference.

(3) To qualify for the waiver, the developer shall submit an application to the community development director for consideration by the city prior to application for building permit. The applicant must be an entity or organization listed in RCW 35.92.385.

(4) The following factors will be considered in a decision to grant, partially grant, or deny a waiver:

  (a) The public benefit of the specific project;

  (b) The extent to which the applicant has sought other funding sources;

  (c) The financial hardship to the project of paying the capital improvement charges;

  (d) That the applicant is a nonprofit housing developer;

  (e) The impacts of the project on public facilities and services; and

  (f) The consistency of the project with adopted city plans and policies relating to affordable housing;

  (g) The availability of outside grant funds to reimburse the utility for the waived capital improvement charges.

(5) The determination of the city administrator shall be a final decision with respect to granting a waiver for capital improvement charges.

(6) A waiver granted under this subsection must be conditioned upon requiring the developer to record a covenant approved by the community development director that prohibits using the property for any purpose other than for affordable housing. At a minimum, the covenant must address price restrictions and household income limits for the affordable housing, and require that, if the property is converted to a use other than for affordable housing as defined in the covenant, the property owner must retroactively pay the applicable capital improvement fees in effect at the time of any conversion. Covenants required by this subsection must be recorded with the Snohomish County auditor.

Agenda Bill

AGENDA ITEM NO. 7.

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 13, 2026

SUBMITTED BY: Angela Gemmer, Planning Manager

PRESENTED BY: Angela Gemmer, Planning Manager

ITEM TYPE: Ordinance

AGENDA SECTION: New Business

SUBJECT:

An **Ordinance** Amending Chapter 12.02A, Street Department Code to Exempt Accessory Dwelling Units from Frontage Improvements

SUGGESTED ACTION:

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

SUMMARY

In May 2023, Washington State adopted House Bill 1337, which established new standards for accessory dwelling units. HB 1337 indicates that “a city or county may not require public street improvements as a condition of permitting accessory dwelling units.” Currently, frontage improvements are required for residential, commercial, industrial, and other development that generates new traffic trips during the weekday PM peak hours of 4 and 6 pm. While accessory dwelling units generate PM peak hour trips, to ensure consistency with HB 1337, MMC Section 12.02A.090, Frontage improvements, needs to be amended to exempt accessory dwelling units from the requirement to construct frontage improvements. This change is reflected in the attached code amendment.

At the April 13th City Council meeting, staff respectfully request that the City Council move to adopt the frontage improvement code amendments by Ordinance.

ATTACHMENTS:
Memo re. Frontage Improvement Amendments, Ordinance Frontage Improvement Amendments

COMMUNITY DEVELOPMENT DEPARTMENT
501 Delta Avenue ◆ Marysville, WA 98270

MEMORANDUM

DATE: April 13, 2026

TO: City Council

FROM: Angela Gemmer, Planning Manager

SUBJECT: Frontage Improvement Amendment Pertaining to Accessory Dwelling Units

ECC: Jennifer Stapleton, City Administrator
Jeff Laycock, Engineering Services Director

Exhibit 1: DRAFT Ordinance Amending Frontage Improvement Code

In May 2023, Washington State adopted House Bill 1337, which established new standards for accessory dwelling units. HB 1337 indicates that "a city or county may not require public street improvements as a condition of permitting accessory dwelling units." Currently, frontage improvements are required for residential, commercial, industrial, and other development that generates new traffic trips during the weekday PM peak hours of 4 and 6 pm. While accessory dwelling units generate PM peak hour trips, to ensure consistency with HB 1337, MMC Section 12.02A.090, *Frontage improvements*, needs to be amended to exempt accessory dwelling units from the requirement to construct frontage improvements. This change is reflected in the attached code amendment.

At the April 13th City Council meeting, staff respectfully request that the City Council move to adopt the proposed frontage improvement code amendments by Ordinance.

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, AMENDING CHAPTER 12.02A, STREET DEPARTMENT CODE, OF THE MARYSVILLE MUNICIPAL CODE TO EXEMPT ACCESSORY DWELLING UNITS FROM FRONTAGE IMPROVEMENTS.

WHEREAS, MMC 12.02A.090, Frontage Improvements Required, currently requires frontage improvements for most residential dwelling units; and

WHEREAS, Washington State House Bill 1337 indicates that Cities and Counties cannot require public street improvements as a condition of permitting accessory dwelling units; and

WHEREAS, to comply with State law, the City must amend MMC 12.02A.090 to exempt accessory dwelling units from the requirement to construct frontage improvements; and

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

SECTION 1. Marysville Municipal Code Section 12.02A.090 is amended as set forth in **Exhibit A**.

SECTION 2. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

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

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

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2026.

CITY OF MARYSVILLE

By: _____
JON NEHRING, MAYOR

Attest:

By: _____
CHARI TABER, DEPUTY CITY CLERK

Approved as to form:

By: _____
JON WALKER, CITY ATTORNEY

Date of Publication: _____

Effective Date: _____
(5 days after publication)

12.02A.090 Frontage improvements required.

(1) The term “frontage improvements” as used in this section shall refer to the construction, reconstruction or repair of the following facilities along the full abutting public street frontage of property being developed:

(a) Curbs, gutters and sidewalks;

(b) Storm drainage facilities including LID facilities and/or underground facilities;

(c) Patching the street from its preexisting edge to the new curb line;

(d) Overlayment of the existing public street to its centerline;

(e) Construction of new streets within dedicated, unopened right-of-way.

All such frontage improvements shall be constructed to city specifications.

(2) Property owners shall be required to construct frontage improvements along the full abutting public street frontage of property which is developed as provided in subsection (3) of this section; provided, that overlayment of an existing public street to its centerline shall not be required for single-family or middle housing development generating two p.m. peak hour trips or less for the project.

(3) Frontage improvements shall be constructed as follows:

(a) Formal plats: frontage improvements shall be completed prior to recording the final plat, or may be bonded pursuant to the provisions of Chapter 22G.090 MMC;

(b) Short plats: frontage improvements shall be completed prior to recording the final short plat, or may be bonded pursuant to the provisions of Chapter 22G.090 MMC;

(c) Unit lot subdivisions: frontage improvements shall be completed prior to recording the final unit lot subdivision, or may be bonded pursuant to the provisions of Chapter 22G.090 MMC;

(d) Construction of a townhouse, multifamily dwelling unit, business, commercial or industrial building: frontage improvements shall be completed prior to occupancy of the building;

(e) Construction of a single-family residence, middle housing unit as defined in MMC 22A.020.140, or other residential unit that results in one or more p.m. peak

hour trip(s), or alterations to a single-family residence, middle housing unit, or residential property to include additional unit(s) that result in one or more p.m. peak hour trips: frontage improvements shall be completed prior to occupancy of the structure, provided the following exceptions apply:

(i) An existing lot in an existing residential subdivision, short plat, or binding site plan where the lots are fully developed and frontage improvements were constructed to the standard in effect at the time of final plat recording;

(ii) An existing lot (greater than one acre) where there are no frontage improvements meeting city standards constructed within 200 feet of the lot or identified through approved plats, and development potential exists for future development. At the discretion of the public works director or designee, frontage improvements may be reduced or deferred until the entire parcel is developed; ~~or~~

(iii) Replacement of an existing single-family residence or middle housing unit, where there are no frontage improvements constructed within 200 feet of the lot. Frontage improvements may be waived, providing construction of the new dwelling unit is completed within 12 months of the demolition of the existing unit; or

(iv) The construction of accessory dwelling units.

(~~i~~v) The granting of an exception to construct frontage improvements as outlined in subsections (3)(e)(i) through (3)(e)~~(iii)~~ (iv) does not waive the property owner's requirement to dedicate right-of-way as established in MMC 12.02A.110;

(f) Construction of any additions, alterations or repairs to a business, commercial or industrial building that result in an increase in pedestrian or vehicular traffic within any 12-month period: frontage improvements shall be completed prior to occupancy;

(g) Development of a project requiring a binding site plan: frontage improvements shall be completed prior to occupancy;

(h) Development of a new mobile/manufactured home park, or an enlargement or an increase in density to an existing mobile/manufactured home park: frontage improvements shall be completed prior to occupancy;

(i) Any change in the occupancy classification of an existing building or structure on the property that results in an increase in pedestrian and/or vehicular traffic within any 12-month period: frontage improvements shall be completed prior to occupancy.

(4) The public works director or designee shall have authority to grant administrative variances from any of the requirements of this section pursuant to MMC 12.02A.120. Such variances shall be conditioned upon the property owner signing a contract providing for the construction of the frontage improvements at a future time. Said contract shall include, but not be limited to, the making of a cash deposit with the city in an amount equal to the estimate of the city engineer of the cost of said improvements, including design cost, plus an administrative overhead fee of 15 percent. No other form of payment or security shall be authorized. In the event the frontage improvements are not constructed by the property owner within five years of the grant of a variance, the cash deposit shall be forfeited to the city. If said frontage improvements are constructed by the property owner at the request of the city within five years of the grant of a variance, said cash deposit shall be refunded to the property owner less the 15 percent overhead fee. Said contract shall be subject to the approval of the city attorney and shall contain such other provisions as are necessary to effectuate the future construction of such frontage improvements. The refusal of a property owner to enter into such agreement or to post a cash amount as specified herein shall be a basis to deny a variance request and shall require the construction of such frontage improvements in accordance with subsections (1) through (4) of this section.

The council authorizes the mayor to review, execute and sign contracts for deferred construction of curbs, gutters and sidewalks pursuant to this chapter.

Any party aggrieved by a decision of the public works director or designee may appeal the decision pursuant to MMC 12.02A.120(4).

Agenda Bill

AGENDA ITEM NO. 8.

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 13, 2026

SUBMITTED BY: Angela Gemmer, Planning Manager

PRESENTED BY: Angela Gemmer, Planning Manager

ITEM TYPE: Discussion Item

AGENDA SECTION: New Business

SUBJECT:

Brief Overview of Community Development Block Grant (CDBG) 2026 Annual Action Plan and Request to Set Public Hearing Date

SUGGESTED ACTION:

Recommended Motion: I move to schedule a Public Hearing for the Community Development Block Grant (CDBG) Program Year 2026 Annual Action Plan for May 11, 2026.

SUMMARY

The *City of Marysville 2026 Annual Action Plan* provides a framework to guide the City of Marysville in investing Community Development Block Grant (CDBG) funds to address local priority housing and community development needs that primarily benefit low- and moderate-income people. It is estimated that the City will receive $447,179.00 in federal CDBG funds for the 2026 Program Year (PY2026) and the same amount in the 2027 Program Year (PY2027). **Please note that the City's DRAFT Annual Action Plan was published shortly before receiving the official funding allocation from Housing and Urban Development (HUD), so the DRAFT Annual Action Plan reflects a lower allocation; however, the FINAL Annual Action Plan will be amended to reflect the higher allocation.**

CDBG funds can be spent on capital projects, public services, and administration. With the anticipated $447,179.00 allocation, funds are expected to be allocated among capital projects, public services, and administration as provided in the table below.

	Capital Projects (65%)	Public Services (15%)	Administration (20%)
PY 2026	$290,666.35	$67,076.85	$89,435.80
PY 2027	$290,666.35	$67,076.85	$89,435.80

Capital Projects. For PY 2026, it is proposed that the Boys and Girls Club's request for a kitchen remodel and Homage Senior Services Minor Home Repair projects will be funded. For PY 2027, it is proposed that Homage Senior Services Minor Home Repair and the Quil Ceda Community Services parking lot improvements for Willow Place, a facility serving those with special needs, will be funded. The final allocations will be discussed at the upcoming Citizen Advisory Committee meeting on April 16, 2026.

Public Services. Among the public services applicants, two are proposed to be allocated funds: the Marysville Food Bank and Homage Meals on Wheels. Each is proposed to be allocated half ($33,538.42) of the anticipated public services funds. This amount will be allocated for each program year.

The DRAFT 2026 AAP will be presented to the CDBG Citizen Advisory Committee (CAC) on April 16, 2026. At the CAC meeting, a recommendation to City Council on the DRAFT 2026 AAP is requested, along with a final PY2026-27 funding recommendation. In anticipation of the CAC's recommendation, and to ensure timely adoption and submittal to HUD of the 2026 Annual Action Plan, a Public Hearing is requested to be set before the City Council on May 11, 2026.

At the April 13th City Council meeting, staff respectfully request that the City Council make a motion to set a Public Hearing date of May 11, 2026, on the 2026 Annual Action Plan. Please note that the attached memo provides additional detail.

ATTACHMENTS:
Memo re. Setting Public Hearing Date for AAP, PY2026 DRAFT Annual Action Plan

COMMUNITY DEVELOPMENT DEPARTMENT
501 Delta Avenue ◆ Marysville, WA 98270

MEMORANDUM

DATE: April 13, 2026

TO: City Council

FROM: Angela Gemmer, Planning Manager

SUBJECT: Setting Public Hearing Date for Community Development Block Grant (CDBG) PY 2026 Annual Action Plan

ECC: Jennifer Stapleton, City Administrator
Ben Lubbers, Associate Planner

EXHIBIT 1: DRAFT *City of Marysville 2026 Annual Action Plan*

The *City of Marysville 2026 Annual Action Plan* provides a framework to guide the City of Marysville in investing Community Development Block Grant (CDBG) funds to address local priority housing and community development needs that primarily benefit low- and moderate-income people. The City of Marysville collaborated with Snohomish County, the City of Everett, and local Housing Authorities to develop this plan. It is estimated that the City will receive $447,179.00 in federal CDBG funds for the 2026 Program Year (PY2026) and the same amount in the 2027 Program Year (PY2027). Please note that the City's DRAFT Annual Action Plan was published shortly before receiving the official funding allocation from Housing and Urban Development (HUD), so the DRAFT Annual Action Plan reflects a lower allocation; however, the FINAL Annual Action Plan will be amended to reflect the higher allocation.

CDBG funds can be spent on capital projects, public services, and administration. Use of funds for public services and administration is capped at 15 percent and 20 percent of the allocated funds, respectively. There is no cap on the amount that can be spent on capital projects. With the anticipated $447,179.00 allocation, funds are expected to be allocated among capital projects, public services, and administration as provided in the table below.

	Capital Projects (65%)	Public Services (15%)	Administration (20%)
PY 2026	$290,666.35	$67,076.85	$89,435.80
PY 2027	$290,666.35	$67,076.85	$89,435.80

Capital Projects. For Program Years 2026-27, there were three capital project applications: Boys and Girls Club, Homage Senior Services, and Quil Ceda Community Services. For PY 2026, it is anticipated that the Boys and Girls Club's request for a kitchen remodel and Homage Senior Services Minor Home Repair projects will be funded. For PY 2027, it is anticipated that Homage Senior Services Minor Home Repair and the Quil Ceda Community Services parking lot improvements for Willow Place, a facility serving those with special needs, will be funded. The final allocations will be discussed at the upcoming Citizen Advisory Committee meeting on April 16, 2026.

Public Services. For Program Years 2026-27, there were seven public services applications; one application was voluntarily withdrawn. The six applicants who progressed were:

- The CORE Community Center dba The CORE Recovery Café Marysville/Tulalip for the Stronger Together: Recovery Support Program
- CMS Free Clinic for the NeuroYouth Empowerment Mentorship Project
- Housing Hope for the Beachwood Apartments' supportive services

- Marysville Food Bank for the Food for Thought Backpack Program
- Senior Services of Snohomish County for the Homage Meals on Wheels Program
- YWCA Seattle-King-Snohomish Counties for the YWCA Landlord Engagement Project

Among the public services applicants, two are proposed to be allocated funds: the Marysville Food Bank and Homage Meals on Wheels. Each is proposed to be allocated half ($33,538.42) of the anticipated public services funds.

A 30-day public comment period on the DRAFT 2026 Annual Action Plan (DRAFT 2026 AAP) was initiated on April 2, 2026, and is open through May 2, 2026. The DRAFT 2026 AAP was also routed to key stakeholders for their review and comments.

The DRAFT 2026 AAP will be presented to the CDBG Citizen Advisory Committee (CAC) on April 16, 2026, for review and comment. At the CAC meeting, a recommendation to City Council on the DRAFT 2026 AAP is requested, along with a final PY2026-27 funding recommendation. In anticipation of the CAC's recommendation, and to ensure timely adoption and submittal to HUD of the 2026 Annual Action Plan, a Public Hearing is requested to be set before the City Council on May 11, 2026.

At the April 13th City Council meeting, staff respectfully request that the City Council make a motion to set a Public Hearing date of May 11, 2026, on the 2026 Annual Action Plan.

Executive Summary

AP-05 Executive Summary – 24 CFR 91.200(c), 91.220(b)

1. Introduction

The *City of Marysville 2025-2029 Consolidated Plan* provides a framework to guide the City of Marysville in investing Community Development Block Grant (CDBG) funds to address local priority housing and community development needs that primarily benefit low- and moderate-income persons.

Each year of the Consolidated Plan, the City is required to develop an Annual Action Plan, which outlines the specific projects and funding allocations for the program year. Funded projects and activities are designed to support the strategies and objectives described below.

2. Summary of the objectives and outcomes identified in the Plan

As the City pursues these strategies and objectives over the next five years, the affordability of decent rental and owned housing units for Marysville's low- and moderate-income residents, as well as the availability and accessibility of decent housing for people who are homeless or have special needs, should increase. Continued support for public services should aid in the availability, accessibility, and sustainability of a suitable living environment for low- and moderate-income residents. This includes improvements to facilities that serve healthy meals to primarily low income youth. Addressing food insecurity and other stressors that increase the likelihood of homelessness will also be addressed through programs that help connect families to social services.

3. Evaluation of past performance

The City has had much success in past Program Years as an entitlement community in assisting underserved populations with household repairs and chores, which enables residents to retain their independence and remain in their homes. Hundreds of individuals have benefited from the CDBG funds allocated to the agencies that provide minor home repair and chore services to low-income seniors and disabled persons. The agencies provide a much-needed service and act in a timely manner.

A large number of low-moderate income students, as well as low-moderate income senior citizens and disabled adults, have had food insecurity decreased as a result of two programs funded in part by CDBG funds. One of the programs, which was funded early on in its establishment, has grown from serving one school to serving students in need in all of the schools in Marysville City limits.

Another need that has been served by the allocation of CDBG funds has been assistance to homeless and at-risk-of-homelessness individuals and families. For each of the Program Years that have been completed, 70 individuals (20+ families) have had access to transitional housing as well as supportive services to aid them in moving towards securing permanent housing. Several Capital Improvement projects were also completed, which provide new or improved access to facilities for low-moderate income individuals.

4. Summary of citizen participation process and consultation process

The Citizen Participation Process (CPP) is designed especially to encourage participation by low- and moderate-income persons, particularly those living in slum and blighted areas and in areas where CDBG funds are proposed to be used, and by residents of predominantly low- and moderate-income neighborhoods, as defined by the City of Marysville. The CPP encourages the participation of all citizens within the City of Marysville, including racially and ethnically diverse populations and non-English speaking persons, as well as persons with disabilities. Feedback from citizens was considered in the City's goal setting.

To ensure that all interested and affected parties have an opportunity to participate in development of the Consolidated Plan and 2026 Annual Action Plan, the City solicited input from citizens, the public, and nonprofit agencies, through public meetings, public hearings, surveys, a 30-day public comment period, and general communications.

The Draft 2026 Annual Action Plan was sent out to community partners and involved citizens as recommended by the Citizen Advisory Committee and the Citizen Participation Plan for a 30-day public review and comment period. The plan was released for comment on April 2 2026 and comments will be accepted through May 2, 2026. In addition, a public hearing will be scheduled to provide additional opportunity for residents to comment on the 2026 Annual Action Plan.

5. Summary of public comments

Comments received are also summarized in the Public Participation section of the Consolidated Plan, PR-15. Actual comments have been included in the Citizen Participation Attachment in the Snohomish County Consortium Lead Grantee template. Comments from the current comment period and future public hearing will be incorporated into the FINAL Annual Action Plan for 2026.

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments were accepted, reviewed, and incorporated as appropriate.

7. Summary

The Annual Action Plan is made available in multiple formats and in multiple locations around the City in an effort to provide options for citizens. In addition, the plan is made available on the City's webpage, and a News Bulletin is released in local circulations as well on Social Media. The City continually looks for new ways to engage the public in its process and uses a 'Notify Me' listserv where members of the public can sign up to receive email notifications for CDBG-related topics. The City also provides the plan in the three most spoken languages in the City.

The Process

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	MARYSVILLE	
CDBG Administrator	MARYSVILLE	Community Development

Table 1 – Responsible Agencies

Narrative

The City of Marysville's Community Development Department is the lead agency responsible for preparing the Consolidated Plan and Annual Action Plan in conjunction with the Housing Consortium. The Community Development Department is responsible for planning, developing, and implementing the CDBG Program within Marysville City limits. Several key public and nonprofit agencies, as listed in the Annual Action Plan, are expected to administer the programs covered by this plan.

Consolidated Plan Public Contact Information

City of Marysville
Community Development Department
501 Delta Avenue
Marysville WA 98270

Ben Lubbers, Associate Planner
360-363-8215
blubbers@marysvillewa.gov

Angela Gemmer, Planning Manager
360-363-8240
agemmer@marysvillewa.gov

AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

The public and low-income housing providers, as well as the governmental planning, health, mental health and service agencies, and law enforcement have close working relationships in Marysville and Snohomish County. Snohomish County Community Services Department is the lead agency for homeless housing and behavioral health activities in our community. The City consults regularly with the local Continuum of Care and participates in the Partnership to End Homelessness with a member on the Strategic Planning Committee. The City also consults with the Snohomish County Housing Authority.

2. Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

City of Marysville Community Development staff collected quantitative and qualitative data via online research, communications with other agencies, surveys, public meetings, and a public hearing to develop the Consolidated Plan and Annual Action Plan. Staff utilized research gathered from surveys issued directly to low- and moderate-income individuals to gain a better understanding of the available resources, needs, barriers, and strategies for serving Marysville's low- and moderate-income population. To solicit additional details from all stakeholders, in conjunction with Snohomish County, the City held public meetings and a public hearing. Notice of the process, a public comment period, and a public hearing were posted on the City's social media sites.

In preparing the Consolidated Plan, staff consulted with a comprehensive group of public and private housing, health, and social services agencies, including those focused on services to children, elderly persons, persons with disabilities, persons with HIV/AIDS and their families, and homeless individuals and families. Staff also consulted with agencies focused on homeless strategies and resources and lead-based paint hazards, as well as the local public housing authority and adjacent governments, including those involved with metropolitan-wide planning. Below is a list of the consulted agencies: [KB1]

- Assistance League of Everett
- Boys and Girls Club of Snohomish County
- Catholic Community Services
- Cocoon House
- Compass Health
- Community Transit
- Damascus House
- Domestic Violence Services of Snohomish County
- Goodwill, Job Training Program
- Housing Authority of Snohomish County

- Housing Consortium of Everett and Snohomish County
- Housing Hope
- Marysville Boys and Girls Club
- Marysville Church Coalition
- Marysville Community Food Bank
- Marysville School District Homeless Education
- Marysville YMCA
- Mercy Housing Northwest
- Open Door Theatre
- Quilceda Community Services
- Salvation Army
- Homage Senior Services
- Snohomish Health District Healthy Communities and Assessment
- Snohomish County Legal Services
- Volunteers of America Western Washington
- Washington Low Income Housing Alliance
- Washington Home of Your Own
- WSU Snohomish County Extension, Strengthening Families Program

3. Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

As part of the HOME Consortium with Snohomish County, City of Marysville's staff participated in the County's process to establish a Continuum of Care strategy. City staff sits on the County's Partnership to End Homelessness (PEH). The PEH works to identify barriers and develop strategies to improve outreach and services to those most in need. A five-year strategic plan has been adopted that outlines specific annual goals and milestones and is currently being updated. Annual plans are completed that help ensure that milestones and goals are being met utilizing qualitative, measurable data, and revised to meet changing needs.

4. Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

The City does not directly receive ESG funds. The City has coordinated with Snohomish County Human Services and the organizations most responsible for using ESG funds and administering HMIS for service providers operating in the County. The City has incorporated the Snohomish County Continuum of Care Action Plan and Snohomish County Housing and Community Development Consolidated Plan goals, strategies, activities, and outcomes in the 2025 – 2029 Consolidated Plan as well as this Annual Action Plan.

5. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities

The City consults with the Snohomish County Housing Authority and works in conjunction with the Housing Consortium of Everett and Snohomish County to prepare the CDBG Consolidated Plan. Table 2 below lists the housing and social service agencies that participated in the process.

Agency/Group/Organization	Agency /Group /Organization Type	What section of the Plan was addressed by Consultation?	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?
CDGG Citizen Advisory Group	Advisory	Funding	Consultation through meetings to allocate funding
Partnership to End Homelessness; HOME Consortium	Planning	Needs, Objectives and Outcomes	Consultation through meetings to identify and fund priority needs, strategies, and actions to meet objectives and goals
Housing Authority of Snohomish County; Housing Consortium of Everett and Snohomish County; Mercy Housing Northwest; Homage Senior Services; Washington Low Income Housing Alliance; Washington Home of Your Own	Housing	Housing, homelessness, and special needs	Consultation through meetings to identify housing, homelessness, and special needs concerns and actions being taken to address these needs
Boys and Girls Club of Snohomish County; Marysville Boys and Girls Club; Marysville YMCA; Assistance League of Everett; Open Door Theatre	Youth & Arts	Community Development, homelessness, and public facilities	Consultation through meetings to identify youth, homelessness, and public facility concerns and actions being taken to address these needs
Catholic Community Services; Domestic Violence Services of Snohomish County; Goodwill, Job Training Program; Marysville Church Coalition; Marysville Community Food Bank; Salvation Army; Snohomish Health District Healthy Communities and Assessment; WSU Snohomish County Extension; Strengthening Families Program	Social Services	Community Development, Housing, homelessness, special needs, public facilities	Consultation through meetings to identify community development, housing, homelessness, special needs, and public facility concerns and actions being taken to address these needs
Housing Hope; Cocoon House; Marysville School District Homeless Education	Homelessness	Homelessness	Consultation through meetings to identify community development, housing, homelessness, and special needs concerns and actions being taken to address these needs

Quilceda Community Services;	Non-homeless special needs	Special needs	Consultation through meetings to identify special needs concerns and actions being taken to address these needs
Compass Health; Damascus House; Community Transit	Health care, Addiction Services & Transportation	Special needs and homelessness	Consultation through meetings to identify special needs, health, transportation, and homelessness concerns and actions being taken to address these needs
Snohomish County Legal Services; Volunteers of America Western Washington	Support Services	Community Development	Consultation through meetings to identify community development and supportive services needs and actions being taken to address these needs

Table 2 – Agencies, groups, organizations who participated

6. Identify any Agency Types not consulted and provide rationale for not consulting

Enforcement – Part of the Continuum of Care team, but could coordinate directly with them on CDBG. Embedded Social Worker program with Marysville Police Department could be consulted next year.

Tulalip Tribes Housing program – Part of the Continuum of Care team, but could coordinate with them directly.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Snohomish County	Housing and supportive services to homeless individuals and families
Home Consortium	Snohomish County	Affordable housing
Partnership to End Homelessness	Snohomish County	End Homelessness

Table 3 – Other local / regional / federal planning efforts

7. Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(l))

The City consults with the Snohomish County Housing Authority and works in conjunction with the Housing Consortium of Everett and Snohomish County to prepare the CDBG Consolidated Plan. Snohomish County assists with submitting and administering some aspects of the plan.

AP-15 Participation - 91.401, 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

The Citizen Participation Process (CPP) is designed especially to encourage participation by low- and moderate-income persons, particularly those living in slum and blighted areas and in areas where CDBG funds are proposed to be used, and by residents of predominantly low- and moderate-income neighborhoods, as defined by the City of Marysville. The CPP encourages the participation of all citizens within the City of Marysville, including racially and ethnically diverse populations and non-English speaking persons, as well as persons with disabilities. The impact on goal setting was based on the feedback received from citizens and is reflected in this plan.

Additionally, refer to Snohomish County Consolidated Plan Consultation and Citizen Participation sections as the City worked collaboratively with the County and the City of Everett in the Consultation and Citizen Participation processes. Snohomish County coordinated initial public hearings throughout the County, including Marysville. The City's entire Citizen Participation Plan (CPP) can be reviewed upon request. The information will be made available in a format accessible to persons with disabilities, upon request.

Publication of the Draft 2025-2029 Consolidated Plan public review and comment period and additional public hearings provided residents with an additional opportunity to comment. Additional comments were received and were taken into consideration prior to the adoption of the Final 2025-2029 Consolidated Plan. Another public review and comment period and public hearing is scheduled for review of this DRAFT 2026 Annual Plan.

All comments received at public meetings, hearings, and in response to outreach can be found in the Citizen Participation Comments attachment in the County's Template.

Citizen Participation Outreach

#	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Internet Outreach	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	A survey was published on the City's website and social media for the Consolidated Plan. The survey was also sent to the PY2024 subrecipients for distribution to their contacts. Fourteen responses were received as of March 4, 2025. The full results of the survey may be viewed at the SurveyMonkey link below.	**Housing challenges:** High home and rent prices. 64 percent want more affordable, supportive, subsidized housing built. The majority support City involvement through project management and policy advocacy. 64 percent support affordability strategies such as preserving existing units and rent-control tools. 43 percent prioritized new affordable/supportive housing development. **Public Services top priorities:** Youth programs, disability services, mental health. Concern is that services are insufficient and overburdened. **Public Facilities & Infrastructure priorities:** Neighborhood centers and community partner facilities. 71 percent reported missing sidewalks or safe walking routes. **Homelessness & Economic Development priorities**: Emergency shelters and behavioral health services. 57 percent prioritized job skills and job training programs.	All responses received were considered.	https://www.surveymonkey.com/results/SM-kMJuhd30x2j1ASd0jcMv_2FA_3D_3D/

#	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Hearing	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	There were three (3) public meetings held throughout the County to obtain feedback related to the Consolidated Plan. A public hearing on the Annual Action Plan will be held on [date TBD].	Pending Future Public Hearing	n/a	

#	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Internet Outreach	Minorities Non-English Speaking - Specify other language: Russian, Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Notice of 30-day Public Comment Period and Public Hearing in English, Spanish, and Russian on the Consolidated Plan. One written comment was received.	Homage Senior Services provided a comment letter. The letter did comment directly on specifics of the Consolidated Plan, but did highlight the community needs that Homage serves with its programs for seniors- Minor Home Repair and Meals on Wheels	All comments accepted.	

#	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Direct Email, Webpage & Newspaper posting of Public Notice	Minorities Persons with disabilities Non-English Speaking - Specify other language: Spanish Non-targeted/broad community Residents of Public and Assisted Housing	A public comment period opened on April 2, 2026 – May 2, and a public hearing will likely be scheduled in May. All comments will be summarized in the 2026 Annual Action Plan.	To Be Determined		

Table 4 – Citizen Participation Outreach Assume all info is updated

Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

1. Introduction

The Strategic Plan presents the City of Marysville's priority needs, strategies, and objectives to demonstrate how the City will provide new or improved availability/accessibility, affordability, and sustainability of decent housing, a suitable living environment, and economic opportunities, principally for low- and moderate-income residents. The Strategic Plan will be in effect from July 1, 2025, through June 30, 2029.

The estimated Program Year 2026 allocation is $406,499.00. Activities eligible for funding under the CDBG program include acquisition of real properties, construction, rehabilitation, or improvements to public facilities, housing-related services and activities, economic development, public services, and program planning and administration. Eligible activities are required to meet at least one of the three CDBG program National Objectives, which are: 1) to assist low- and moderate-income persons, 2) aid in the prevention or elimination of slum or blight, and 3) meet urgent community needs. The City of Marysville will expend its allocation of Program Year 2026 CDBG funding for the following CDBG eligible activities: Public Facilities/Public Improvement Projects, Affordable Housing, Public Service Activities, and Planning and Administration.

The City recently adopted Ordinance 3144, in accordance with HB 1406, creating the affordable and supportive housing sales tax credit fund. It is anticipated that the implementation of this fund will generate approximately $90,000 annually for acquiring, rehabilitating, or constructing affordable housing. Funds may also be utilized for the operations and maintenance costs of new units of affordable or supportive housing, or for providing rental assistance to tenants. The program will allow the sales tax credit for the aforementioned uses for a period of 20 years.

CDBG funds will be targeted to activities benefiting the block groups where at least 51% of the residents have income at or below 80% of the

median income, as defined by HUD. The investment of CDBG funds will be based on whether an activity meets all of the following criteria:

- Meets a national objective
- Meets a CDBG objective
- Is an eligible activity according to CDBG entitlement program guidelines
- Is consistent with the priorities and objectives of this plan

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition, Administration, and Planning Economic Development Housing Public Improvements Public Services	$406,499.00	0.00	TBD	$406,499.00	$1,625,996.00	Estimated funds for "remainder of Con Plan"(2026-2029) are extrapolated from the 2025 award, calculated as follows: - 406,499*4 = 1,625,996. Please note that some of the prior year resources include some funds from 2024 that have not yet been expended as of the date of this report. All remaining funds will be incorporated into the 2026 Annual Action Plan.

Table 5 - Expected Resources – Priority Table

2. Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Federal funds the City receives through the Community Development Block Grant (CDBG) are used to leverage other federal, state, local, and private resources to meet housing and community development needs. While matching funds are not currently required for eligibility for the City's CDBG program, the amount of leveraged funds is reviewed during the application process and may play a role in the selection of subrecipients. The City anticipates that most major projects will be funded primarily through non-CDBG resources. In previous years, CDBG funds have been used to fill funding gaps in projects. Data required to be collected by subrecipients may assist in securing additional resources.

3. If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

N/A

Discussion

Other sources of funding secured by sub-recipients will cover other geographic areas and more specific services allowing Marysville CDBG grant funds to be fully utilized in the Marysville area while covering more general costs not covered by other grants. Also, the final allocation was not known at the time this document was prepared. The total amounts awarded to each activity will be proportionately increased or decreased depending on the final allocation.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Housing	2026	2026	Affordable Housing Non-homeless Special Needs	Downtown Marysville City of Marysville	Affordable Housing Non-homeless Special Needs	CDBG: TBD	Homeowner Housing Rehabilitated: 70 Household Housing Unit
2	Homelessness	2026	2026	Homelessness	Marysville School District	Homelessness	CDBG: $30,487.43	600 Students served – with a growing number of homeless elementary students and students in higher grade levels
3	Non-homeless Special Needs	2026	2026	Non-Homeless Special Needs	Downtown Marysville City of Marysville	Non-homeless Special Needs	CDBG: $30,487.42	19-20 Seniors and special needs individuals
4	Planning and Administration 20% of total funding awarded $406,499.00	2026	2026	Planning and Administration	Downtown Marysville Downtown Area City of Marysville	Housing Homelessness Non-homeless Special Needs Community Development	CDBG: $81,299.80	Other: 1 Other
5	Community Development	2026	2026	Non-Housing Community Development	Downtown Marysville Census tract 529.34	Non-housing Community Development	CDBG: TBD	Serve 600 plus children with 85% qualifying as low income

Table 6 – Goals Summary

Goal Descriptions

1	**Goal Name**	**Housing**
	Goal Description	Provide funding to support improved housing stock and affordability through programs that offer minor home repair services to low-mod income families. This includes improving housing and providing services to individuals and families at-risk of homelessness. Homage Minor Home Repair in Marysville
2	**Goal Name**	**Homelessness**
	Goal Description	Provide food and social services to students and low income families experiencing or at-risk of homelessness Marysville Community Food Bank - Food for Thought Backpack program
3	**Goal Name**	**Non-homeless Special Needs**
	Goal Description	To support Seniors and special needs individuals through meal delivery, informal wellness checks, and connection to needed social services. Homage Senior Services - Meals on Wheels Program
4	**Goal Name**	Planning and Administration
	Goal Description	Planning and administration funds will support management, oversight, and coordination of the CDBG grant program, which includes activities such as development of the Consolidated Plan and Annual Action Plans; facilitating the citizen participation process; and selection, monitoring, evaluating, and reporting for CDBG projects and activities.
5	**Goal Name**	**Community Development**
	Goal Description	Using the available CDBG funds, the City will support organizations to improve facilities necessary to support low-mod income youth. Marysville Boys and Girls Club Capital Improvements – Kitchen Facility Remodel

AP-35 Projects - 91.420, 91.220(d)

1. Introduction

The City of Marysville is expected to be awarded $406,499.00 in federal funding for the 2026 program year under the CDBG program, along with any unexpended funds from prior program years. The City anticipates that these funds will help leverage funding from other public and private resources.

Capital projects will include activities related to housing, rehabilitation, and public facilities improvements. Public services will include services that meet the needs of homeless and low income seniors, people with disabilities, youth and families. Planning and administration funds will support management, oversight, and coordination of the CDBG grant program, which includes activities such as development of the Consolidated Plan and Annual Action Plans; facilitating the citizen participation process; and selection, monitoring, evaluating, and reporting for CDBG projects and activities.

#	Project Name
1	PY2026 CDBG Planning and Administration
2	PY2026 Non-homeless Special Needs - Homage Meals on Wheels in Marysville
3	PY2026- Affordable Housing - Homage Minor Home Repair and Quil Ceda Community Services – Willow Place
4	PY2026 Homeless and Supportive Services – Marysville Food Bank (Food for Thought Back Pack Program)
5	PY2026 Community Development Public Facilities - Marysville Boys & Girls Club Kitchen Improvements

Table 7 – Project Information

2. Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Assistance will be primarily directed to the City's areas with a majority of low- and moderate-income residents and concentrations of racial and ethnic diversity, as identified in the 2025-2029 Consolidated Plan. Allocation priorities and investments for the 2026 program year were initially informed by the priority needs identified in the citizen and consultation processes and general research.

In early 2026, City of Marysville staff met with the Citizen Advisory Committee to allocate funding for 2026. The committee considered the criteria necessary to allocate funds that will provide the greatest benefit, while meeting CDBG Program requirements.

The greatest obstacle to meeting underserved needs is expected to be the availability of adequate financial resources to keep pace with demand, particularly related to affordable housing and services for the growing senior population, persons with disabilities, victims of domestic violence, and homeless persons with mental health and chemical dependency issues.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	PY2026 CDBG Planning and Administration
	Target Area	Downtown Marysville City of Marysville
	Goals Supported	Planning and Administration
	Needs Addressed	Housing; Homelessness; Non-homeless Special Needs; Non-housing Community Development
	Funding	CDBG: $81,299.80
	Description	Provides support for planning and administration of CDBG Program, an eligible activity, and meets a National Objective as program Administrative Costs.
	Target Date	01/05/2026
	Estimate the number and type of families that will benefit from the proposed activities	1,290 individuals served by CDGB grant funding in 2026
	Location Description	The Marysville Community Development Department Administers the CDBG Program and is located at 501 Delta Avenue in Marysville.
	Planned Activities	Reimburse sub-recipients for 2025 expenditures, finalize 2026 Annual Action Plan, and administer program funds and citizen participation process while reporting to HUD through the IDIS system.

2	**Project Name**	PY2026 Non-homeless Special Needs
	Target Area	Downtown Marysville City of Marysville
	Goals Supported	Non-homeless Special Needs
	Needs Addressed	Non-homeless Special Needs
	Funding	CDBG: $30,487.42
	Description	Provide services and assistance to elderly and functionally disabled adults at risk of losing their independence or becoming homeless. Provide food security for low-income senior citizens, and disabled adults. The activities in this project are public services, senior citizen services, and meet the National Objective of L/M Income Limited Clientele.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	19-20 Seniors and special needs individuals will be served in the Marysville area
	Location Description	All of the above listed projects are administered city-wide.
	Planned Activities	Meal delivery and informal wellness checks for low-income seniors
3	**Project Name**	PY2026- Affordable Housing
	Target Area	Downtown Marysville City of Marysville
	Goals Supported	Affordable Housing Non-homeless Special Needs
	Needs Addressed	Affordable Housing Non-homeless Special Needs
	Funding	CDBG: TBD

	Description	Provide assistance for improving the safety and accessibility of housing units that benefit low-income seniors and persons with physical or developmental disabilities. The activity meets the L/M Income Limited Clientele National Objective as clients must be low-income senior citizens or disabled adults in order to qualify for the program. Homage Senior Services and the Minor Home Repair program allow low-income seniors and disabled adults to remain safely in their homes and retain independence. It assists in improving the quality and safety of lower-income housing.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	70 persons/households. The majority of the clients served by this program live alone.
	Location Description	Serves residents city-wide. A majority of the customers served live in mobile home parks.
	Planned Activities	Minor Home Repair
4	**Project Name**	PY2026 Homeless Housing and Supportive Services
	Target Area	Marysville School District
	Goals Supported	Homelessness
	Needs Addressed	Homelessness
	Funding	CDBG: $30,487.42
	Description	Provide after-school and weekend meals and information to students in the Marysville School District. The activity is an eligible public service that helps with food security and provides supportive services to homeless or at-risk-of-homelessness youth and families, meeting the L/M Income Limited Clientele National Objective.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	600 Students – with a growing number of homeless elementary students and homeless identified in higher grade levels

	Location Description	Marysville School District
	Planned Activities	After-school and weekend food provided in backpacks with resource handouts
5	**Project Name**	PY2026 Community Development
	Target Area	Downtown Marysville (Census tract 529.34) City of Marysville
	Goals Supported	Community Development
	Needs Addressed	Non-housing Community Development
	Funding	CDBG: TBD
	Description	Remodel and rehabilitate Marysville Boys and Girls Club kitchen in order to improve and enhance the club's capacity to serve healthy meals and snacks to low-income youth. 85% of youth identified in census tract 529.34 qualified as low income.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	Serve 600 plus children, with 85% qualifying as low income
	Location Description	Marysville Boys and Girls Club, 1010 Beach Ave., Marysville, WA 98270
	Planned Activities	Add cabinets and counter space

AP-50 Geographic Distribution - 91.420, 91.220(f)

1. Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The PY2026 funds are being directed throughout the City of Marysville, within the Marysville school district, and near the Marysville Boys and Girls Club in census tract 529.34, which qualifies as low income.

Geographic Distribution

Target Area	Percentage of Funds
City of Marysville	100

Table 8 - Geographic Distribution

2. Rationale for the priorities for allocating investments geographically

The projects that have been targeted in specific neighborhoods/tracts reflect the priority to encourage activities to locate where they are most effective and efficient, including area of low-moderate income.

Discussion

With an increase in low-moderate income throughout the city of Marysville, connecting individuals with targeted services and programs in some cases can be even more effective than targeting specific geographic areas.

AP-75 Barriers to affordable housing -91.420, 91.220(j)

1. Introduction

Through comprehensive planning and partnerships with community stakeholders, local, and state leadership, the City acknowledges the need to encourage the availability of affordable housing to all segments of the population and promote a variety of residential densities and housing types. This includes efforts to address any barriers to affordable housing that exist.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Actions planned to remove or ameliorate the negative effects of public policies that serve as a barrier to affordable housing include:

- Continuous process improvements and timely permit issuance to keep costs down and provide predictability in permitting;
- Ongoing code improvements to ensure that standards are fair, predictable, and do not create unnecessary barriers;
- Updates to impact fee and capital improvement charges to ensure that they are proportionate to the scale of a proposed development impact;
- Potential future reevaluation of the Downtown Multi-family Property Tax Exemption to encourage the development of multi-family apartments and other affordable housing Downtown; and
- Code amendments to reduce parking, and allow for accessory dwelling units and Middle Housing in all zones that are predominantly designated for residential, promoting affordable, infill development.

Discussion

There are costs and benefits to removing barriers to affordable housing, which will require continual monitoring to determine where and how best to distribute costs while effectively encouraging affordable housing. Adaptive management will help find a sustainable approach that will help balance affordable housing needs with other community needs.

AP-85 Other Actions - 91.420, 91.220(k)

1. Introduction

The City values the partnerships that CDGB helps create. This work allows City staff to build relationships necessary to get a better understanding of the community's needs. With this understanding, City staff can develop and pursue other actions necessary to meet those needs.

2. Actions planned to address obstacles to meeting underserved needs

The City will continue to work with non-profits and service agencies to determine where the greatest underserved needs lie. City staff will continue to serve on the Partnership to End Homelessness Strategic Planning Committee to stay informed of the changing needs of those most vulnerable populations. The City is exploring the possibility of expanding the Embedded Social Worker program to reach more individuals. Assume information is updated

3. Actions planned to foster and maintain affordable housing

With the 2024 Comprehensive Plan update, the City adopted various polices that endeavor to foster and maintain affordable housing. In 2025, the City adopted regulations pertaining to accessory dwelling units and Middle Housing to comply with State House Bills 1337 and 1110, respectively. The accessory dwelling unit regulations allow for two accessory dwelling units on lots accessory to single family residences; accessory dwelling units are allowed to be at 1,000 square feet up to 1,400 square feet. Middle Housing (i.e. duplexes, triplexes, townhouses, etc.) is now also allowed in all zones that are primarily designated for residential. The City has also adopted regulations reducing residential parking requirements for Middle Housing, and allowing for residential density incentives (i.e. more residential density) when affordable housing is constructed. The City also recently partnered with the Housing Authority of Snohomish County on a successful affordable housing grant application (i.e. CHIP grant) from the Washington State Department of Commerce.

In addition, the Adoption of Ordinance 3144, in accordance with HB 1406, created the affordable and supportive housing sales tax credit fund. It is anticipated that the implementation of this fund will generate approximately $90,000 annually for acquiring, rehabilitating, or constructing affordable housing. Funds may also be utilized for the operations and maintenance costs of new units of affordable or supportive housing, or for providing rental assistance to tenants. The program will allow the sales tax credit for the aforementioned uses for a period of 20 years.

4. Actions planned to reduce lead-based paint hazards

The City will pursue the Lead-based Paint Strategy as described in the Strategic Plan to evaluate and reduce the number of housing units containing lead-based paint hazards. All housing rehabilitation efforts on homes that were built before 1978 will include lead-based paint hazard evaluations, and

education material will be provided to the occupant. All hazards will be addressed, either through abatement or interim controls, to minimize the hazards.

5. Actions planned to reduce the number of poverty-level families

The City provides funding to organizations that provide supportive services to homeless and at-risk-of homelessness families, including Case Managers that work with parents to develop goals and step-by-step plans to move families forward, basic education, access to child support, legal remedies, quality childcare, and preparation for employment. The City will continue to fund these types of services. The City is working to establish a relationship with non-profit organizations that operate shelters, transitional housing, and housing-first units that would provide transitional shelter/housing and services for the homeless and those at risk of homelessness. This would include addressing the basic needs of the homeless and transitioning from shelter/treatment to permanent housing.

6. Actions planned to develop the institutional structure

The City will continue to use its citizen participation process to solicit public comments on local priorities and objectives for CDBG funds and to receive feedback on progress made towards meeting the local strategies and objectives. The Citizen Advisory Committee (CAC) for Housing and Community Development enhances the level of guidance from the community, coordinates between public and nonprofit agencies, and supports further development of the institutional structure. The City has begun using, and will continue the use of social media, to reach a greater number of local community members. Continued participation in committees and programs aimed at addressing vulnerable populations will aid in a stronger institutional structure by increasing connections, contacts, and resources.

7. Actions planned to enhance coordination between public and private housing and social service agencies

The City will continue to coordinate and support the efforts of local housing and service agencies. The City is actively participating in the update of the development of the Partnership to End Homelessness' Five-Year Strategic Plan, with emphasis on annual goals and attainable milestones. Members from many agencies, both public and private, coordinate on this effort.

Discussion

Many of the greatest needs in Marysville have remained consistent or increased over the last few years. While the needs might be largely the same, strategies in which to address them are very fluid. Utilizing past experience, data analysis, and coordination with other agencies, the City plans to continue to adapt in ways to address the greatest needs in the community.

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(l)(1,2,4)

1. Introduction

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	TBD
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit people of low and moderate income. Overall Benefit - A consecutive period of one, two, or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	0.00%

Discussion

Agenda Bill

AGENDA ITEM NO. 9.

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 13, 2026

SUBMITTED BY: Burton Eggertsen, Deputy City Attorney

PRESENTED BY: Burton Eggertsen, Deputy City Attorney

ITEM TYPE: Resolution

AGENDA SECTION: New Business

SUBJECT:

A **Resolution** Declaring that the Acquisition of 4318 116th Street NE is Necessary to Eliminate Neighborhood Blight

SUGGESTED ACTION:

Recommended Motion: I move to approve Resolution No. _____

SUMMARY

The property located at 4318 116th Street NE contains a derelict structure that has been unlawfully occupied for over a year. In addition, the structure constitutes an attractive nuisance to children, and the Mayor has determined that the conditions on the property pose a threat to the public safety and welfare.

The proposed resolution would declare that (a) the property located at 4318 116th Street NE constitutes a neighborhood blight, and (b) that acquisition of the property is necessary to eliminate that blight.

ATTACHMENTS:
Blighted Property Resolution with Exhibit A

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE DECLARING THAT THE ACQUISITION OF THE PROPERTY LOCATED AT 4318 116TH STREET NE IS NECESSARY TO ELIMINATE NEIGHBORHOOD BLIGHT.

WHEREAS, RCW 35.80A.010 authorizes the City of Marysville to condemn property that constitutes a blight on the surrounding neighborhood; and

WHEREAS, RCW 35.80A.010 requires that, prior to such condemnation, the City Council must adopt a resolution declaring that the acquisition of the property is necessary to eliminate neighborhood blight; and

WHEREAS, RCW 35.80A.010 provides that a property is a blight on the neighborhood if it meets any two of the following three factors: (1) the property contains a dwelling, building, or structure that has not been lawfully occupied for a period of one year or more; (2) the property, dwelling, building, or structure constitutes a threat to the public health, safety, or welfare as determined by the executive authority of the city; or (3) the property, dwelling, building, or structure is or has been associated with illegal drug activity during the previous twelve months; and

WHEREAS, the real property located at 4318 116th Street NE, Marysville WA 98271 (Tax Parcel No. 30050900401700), hereafter referred to as the "Property," has a derelict structure that has not been lawfully occupied since at least March 12, 2025; and

WHEREAS, the Property has long been associated with criminal activity, including illegal drug activity; and

WHEREAS, on March 13, 2026, the Mayor of the City of Marysville determined that the Property constitutes threat to the public health, safety, and welfare, which determination is attached hereto as **Exhibit A**.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE as follows:

Section 1. With regards to the real property located at 4318 116th Street NE, Marysville WA 98271 (Tax Parcel No. 30050900401700), hereafter referred to as the "Property," the Council has determined that two of the three factors contained in RCW 35.80A.010 are satisfied: (1) the Property contains a dwelling, building, or structure that has not been lawfully occupied for a period of one year or more, and (2) the executive authority of the City has determined that the Property constitutes a threat to the public health, safety, and welfare.

Section 2. Given that two of the three factors of RCW 35.80A.010 are satisfied, the Property constitutes a blight upon the surrounding neighborhood.

Section 3. Acquisition of the Property is necessary to eliminate neighborhood blight.

ADOPTED by the City Council at an open public meeting this _____ day of April, 2026.

CITY OF MARYSVILLE

By_____
JON NEHRING, MAYOR

Attest:

By_____
_____, DEPUTY CITY CLERK

Approved as to form:

By_____
JON WALKER, CITY ATTORNEY

Exhibit A

MARYSVILLE
MAYOR JON NEHRING

DETERMINATION OF THREAT TO PUBLIC SAFETY

WHEREAS, the property located at 4318 116th Street, NE Marysville 98271 (the "Property") contains an unsecured derelict structure that has large open sections in the outer walls; and

WHEREAS, the Property contains large, unsecured excavated pits; and

WEREAS, the Property is without lawful water service, and has not been lawfully occupied since at least March 12, 2025; and

WHEREAS, the Property is located in close proximity to an elementary school; and

WHEREAS, the conditions on the Property, particularly the derelict structure, constitute an attractive nuisance to children; and

WHEREAS, since the Property was most recently purchased in 2022, there have been 87 documented incidents at the Property, including for the following:

- Assault with deadly weapons, including an incident where a firearm was discharged eight times;
- Multiple assaults, including domestic violence assaults;
- Drug use;
- Stolen property;
- Distribution of illegal narcotics, including an incident where approximately three pounds of methamphetamine was recovered.

WHEREAS, the conditions on the Property create an intolerable risk of harm to the public.

NOW, THEREFORE, I, Jon Nehring, Mayor of the City of Marysville, determine that the Property located at 4318 116th Street, NE Marysville 98271, constitutes a threat to the public health, safety, and welfare.

DATED: 3/13/26

Jon Nehring, Mayor
City of Marysville

(360) 363-8000

Civic Center
501 Delta Ave
Marysville, WA 98270

Agenda Bill

AGENDA ITEM NO. 10.

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 13, 2026

SUBMITTED BY: Jennifer Stapleton, City Administrator

PRESENTED BY: Jennifer Stapleton, City Administrator

ITEM TYPE: Agreement

AGENDA SECTION: New Business

SUBJECT:

Supplemental Agreement No. 4 with Feldman and Lee, P.S. for Indigent Defense Services

SUGGESTED ACTION:

Recommended Motion: I move to approve Supplemental Agreement No. 4 to the Professional Services Agreement between City of Marysville and Feldman and Lee, P.S.

SUMMARY

The City of Marysville contracted with Feldman and Lee, PS, to provide indigent defense services in 2014. There have been three supplemental agreements extending the term of the contract and revising the payment terms. The current Supplemental Agreement No. 3 ends December 31, 2026. The proposed Supplemental Agreement No. 4 retains the end date of December 31, 2026, but increases the number of attorneys from 4 to 5 to reflect increased case loads and new case limits imposed by the Washington Supreme Court. The previous case limit was 400 cases per attorney, but effective January 1, 2026, cases are limited to 372 per attorney. The case limits continue to decrease annually by 10%. The cost for each attorney has risen from $65,000 to $95,000 per month due to increased salary/benefit costs incurred by the firm and passed along to the city. Feldman and Lee holds contracts with neighboring cities

who have also had to incur similar cost increases. The 2026 budgeted cost for these services was $780,000 based upon Supplemental Agreement 3. The revised cost due to Supplemental Agreement No. 4 is $1,140,000. This will be brought before Council in a future budget amendment.

ATTACHMENTS:

Proposed Contract - Executed by Contractor, Original Agreement

Docusign Envelope ID: 372B13DC-9AB2-80D1-81E3-DA2EF105B005

SUPPLEMENTAL AGREEMENT NO. 4 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF MARYSVILLE AND FELDMAN AND LEE, P.S.

THIS SUPPLEMENTAL AGREEMENT NO. 4 ("Supplemental Agreement") is made and entered into and effective on the last date entered below, by and between the City of Marysville, a Washington State municipal corporation ("City") and Feldman and Lee, P.S., a professional services corporation ("Firm").

WHEREAS, the parties have previously entered into an agreement for indigent defense services for individuals with charges before the Marysville Municipal Court (the "Original Agreement"), said Original Agreement being dated December 15, 2014; and

WHEREAS, the parties entered into Supplemental Agreement No. 1 on November 13, 2017, and Supplemental Agreement No. 2 on December 8, 2020, and Supplemental Agreement No. 3 on April 12, 2024; and

WHEREAS, both parties desire to supplement the Original Agreement and the Supplemental Agreements Nos. 1, 2, and 3 by altering the rate of compensation in light of changing conditions, past performance, and new caseload standards;

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

1. Section 2 of the Original Agreement, "COMPENSATION", is amended to read:

"Subject to the provisions of this section, the City shall pay to the Firm a flat fee each month, including all proceedings in the Municipal Court and all appeals therefrom, as follows:

For 2026, Ninety-five thousand dollars ($95,000.00) per month. This flat monthly fee is based on nineteen thousand dollars ($19,000.00) per attorney. If cases exceed 1,860 on an annual basis, Firm will be paid $450.00 for each additional case. The flat monthly fee is effective retroactively to January 1, 2026.

2. Each and every provision of the Original Professional Services Agreement for Indigent Defense Services, dated December 15, 2014, and the supplemental agreements shall remain in full force and effect, except as modified herein.

DATED this _____ day of _____, 2026.

CITY OF MARYSVILLE	FELDMAN AND LEE, P.S.
By _____	By/s/DavidLee Signed by: BCB96653460A48D...

Docusign Envelope ID: 372B13DC-9AB2-80D1-81E3-DA2EF105B005

Jon Nehring, Mayor

Dated: _____, 2026

David Lee

Dated: 4/10/2026, 2026

ATTEST/AUTHENTICATED:

_____
Chari Taber, Deputy City Clerk

Approved as to form:

_____
Jon Walker, City Attorney

PROFESSIONAL SERVICES AGREEMENT
FOR INDIGENT DEFENSE SERVICES

WHEREAS, the City of Marysville, Washington, ("the City") provides indigent defense services to individuals who have been determined to be eligible for representation at public expense for criminal charges before the Marysville Municipal Court ("the Municipal Court"); and

WHEREAS, the Supreme Court has by Order dated June 15, 2012, adopted New Indigent Defense Standards ("the Supreme Court Standards"), which impose a caseload limit of 400 unweighted misdemeanor cases per attorney; and

WHEREAS, the City has adopted Standards for Indigent Defense by Resolution No. 2368 adopted November 24, 2014, ("the City Standards"); and

WHEREAS, based on current trends, the City anticipates filing approximately 1,600 cases in 2015 for which appointment of a public defender will be required, which will initially require four full time public defenders, and

WHEREAS, Feldman and Lee, P.S., ("the Firm") is a law firm employing licensed attorneys in good standing in the state of Washington which has been selected by the City to provide representation of indigent defense clients under contract with the City ("the Services"); and represents that is willing and able to provide the required number of full time public defenders to provide the Services; and

WHEREAS, the City and the Firm desire to provide for compensation for the Services based on a flat monthly fee, subject to adjustment annually to reflect actual case filings.

Now, therefore, the City and Firm enter into this Agreement in consideration of the mutual benefits to be derived and the mutual promises contained herein:

1. Scope of Services, Standards and Warranty. The Firm will provide the Services in accordance with this Agreement, the Supreme Court Standards and the City Standards, which will initially require the provision of four (4) full time public defenders.

1.1 The Firm warrants that every attorney and/or intern employed by the Firm to perform services under this contract, has read and is fully familiar with the provisions of the Supreme Court Standards as it has been amended from time to time and the City Standards, which are hereby incorporated in this Agreement by this reference as if set out at length. Compliance with the Supreme Court Standards and the City Standards goes to the essence of this Agreement. Every attorney and/or intern performing services under this Agreement, shall certify compliance quarterly with the Municipal Court on the form established for that purpose by court rule. A copy of each and every such certification shall be provided to the City contemporaneously with filing with the Municipal Court. The Firm further warrants that it has analyzed the cost of providing the Services, and that its proposal,

ORIGINAL

reflected in Section 2, Compensation, is sufficient to cover all wages and benefits, infrastructure, support and administrative services and systems necessary to comply with the Standards.

1.2 The Firm shall maintain an office within the corporate limits of the City. The Firm shall ensure an attorney is available to each eligible City defendant to ensure that the defendant is provided with effective assistance of counsel. Defendant access to his or her attorney prior to court hearings is paramount. The Firm shall be responsible to use best efforts to ensure its attorneys confer with defendants about cases promptly after appointment and prior to trial or hearings. Defendants shall be provided access to the Firm's attorneys by means of a toll free local call from a Marysville telephone number made available by the Firm, attorney's email address, and attorney's office and postal address. Attorneys shall respond to defendant inquires within a reasonable time to ensure the effective assistance of counsel, whether such inquiries are received by letter, telephone, email or otherwise.

1.3 The Firm shall provide an attorney to appear at all Municipal Court arraignment calendars.

1.4 The Firm shall maintain a case reporting and case management information system, and shall submit reports to the City, which shall be submitted in support of monthly invoices, and shall be a condition of payment pursuant to Section 2. The reports shall include the following information:

1.4.1 The number of cases to which the Firm's attorneys were appointed during the month and year to date.

1.4.2 For each appointment, the name of the defendant, the name of the attorney appointed, the date of appointment and the case number.

1.4.3 The charge(s) filed against the defendant.

1.4.4 The disposition of charge(s), including method of disposition, i.e., trial, plea motion, etc.

1.4.55 Such information required by the City Standards to allow the City to determine Attorney's compliance with caseload limits, including information pertaining to Attorney's other municipal public defense contracts and Attorney's private practice, if any.

1.5 The Firm shall employ an investigator to assist the attorneys providing the Services.

2. Compensation. Subject to all the provisions of this section, the City shall pay to the Firm a flat fee of Forty-two Thousand Dollars ($42,000) per month for the Services, including all proceedings in the Municipal Court and all appeals therefrom. This flat monthly fee is based on Ten Thousand Five Hundred Dollars ($10,500) per attorney.

2.1 Except as expressly provided in Section 2.2, the cost of all infrastructure, wages and benefits, administrative and support expenses, equipment and systems,

the investigator, and overhead costs necessary to comply with the City Standards is included in the payment provided in the flat monthly fee.

2.2 The City shall pay for the following case expenses in addition to the per case fee when reasonably incurred and approved by the Municipal Court on ex-parte motion:

2.2.1 Medical and psychiatric evaluations;
2.2.2Expert witness fees and expenses;
2.2.3 Interpreters fees;
2.2.4 Polygraph, forensic and other scientific tests;
2.2.5 Lay witness fees and mileage incurred in bringing defense witnesses to court, including the cost of service of a subpoena, but not including salary or expenses of law enforcement officers required to accompany incarcerated witnesses; and
2.2.6 The cost of obtaining medical, school, birth, DMV, and other similar records, and 911 and emergency communication recordings and logs; and
2.2.7 Any other costs or expenses the Municipal Court finds necessary and proper for the investigation, preparation, and presentation of a case.

2.3. For post-conviction relief cases, the City shall pay the cost to obtain copies of the court file, the transcript and original charging documents.

2.4 In January of each year, the City and the Firm shall review the number of City cases to which the Firm's attorneys were appointed during the prior year, and shall adjust the number of attorneys providing the Services and adjust the flat monthly fee proportionately. Such adjustments shall be on the basis of increments of 0.5 full time public defenders at $10,500 per attorney. By way of example, two hundred cases more than the anticipated 1,600 cases would result in an adjustment of the number of attorney from four to four and one half an adjustment of the flat monthly fee from $42,000 to $47,250. Two hundred fewer cases than the anticipated 1,600 cases would result in an adjustment in the number of attorney from four to three and a half and an adjustment of the flat monthly fee from $42,000 to $36,750.

2.5 In the event the Firm has a conflict that prevents it from representing a client for whom one of its attorneys has been appointed, the Firm shall not be required to compensate conflict counsel.

3. Term. The term of this Agreement shall be from the later of the date of mutual execution or January 1, 2015, through December 31, 2017, unless sooner terminated as provided in this Agreement, provided, this Agreement shall be automatically renewed for additional one year terms each year unless terminated as follows:

3.1 This Agreement may be terminated for cause for violation of any material term. "Material term" shall include any violation indicating a failure to provide representation in accordance with the rules of the court and the ethical obligations established by the Washington State Bar Association, a violation of the Standards of the provisions of Section 6 relating to insurance, conviction of a criminal charge, and/or a finding that the license of the Firm, or any attorney providing service under this agreement, has

been suspended or revoked. Any violation of the other provisions of this Contract shall be subject to cure. Written notice of contract violation shall be provided to the Firm which shall have ten (10) business days to correct the violation. Failure to correct the violation will give rise to termination for cause at the City's discretion. In lieu of terminating this contract, the City may agree in writing to alternative corrective measures.

3.2 This Agreement may be terminated at any time without cause by either party giving the other party not less than ninety (90) days written notice.

3.3 The parties may agree in writing to terminate this contract at any time. Unless otherwise agreed to in writing, termination or expiration of this contract does not affect any existing obligation or liability of either party.

4. Nondiscrimination. Neither the Firm nor any person acting on behalf of the Firm, shall, by reason of race, creed, color, national origin, sex, sexual orientation, honorably discharged doctrine or military status, or the presence of any sensory, mental, or physical disability or the use of a trained guide dog or service animal by a person with a disability, discriminate against any person who is qualified and available to perform the work to which the employment relates, or in the provision of services under this Agreement.

5. Indemnification. The Firm agrees to hold harmless and indemnify the City, its officers, officials, agents, employees, and representatives from and against any and all claims, costs, judgments, losses, or suits including Attorney's fees or awards, and including claims by Attorney's own employees to which Attorney might otherwise be immune under Title 51 arising out of or in connection with any willful misconduct or negligent error, or omission of the Firm, its officers or agents. It is specifically and expressly understood that the indemnification provided herein constitutes the waiver of the Firm's waiver of immunity under Title 51 RCW solely for the purposes of this indemnification. The parties have mutually negotiated this waiver. This clause shall survive the termination or expiration of this agreement and shall continue to be in effect for any claims or causes of action arising hereunder.

6. Insurance. The Firm shall procure and maintain for the duration of this agreement insurance against claims for injuries to persons or property which may arise from or in connection with the performance of work hereunder by the attorneys, or agents, representatives, or employees of the Firm.

6.1 The Firm shall obtain insurance of the types described below:

6.1.1 Automobile Liability insurance covering all owned vehicles, if any, and all non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

6.1.2 Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury,

and liability assumed under an insured contract. The City shall be named as an insured under the Service Provider's Commercial General Liability insurance policy with respect to the work performed for the City using ISO additional insured endorsement CG 20 10 10 01 and CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

6.1.3 Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

6.1.4 Professional Liability insurance appropriate to the Firm's undertakings. This policy shall not contain an exclusion for ineffective assistance of counsel claim, loss or liability.

6.2 The Firm shall maintain the following insurance limits:

6.2.1 Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

6.2.2 Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence and $2,000,000 general aggregate.

6.2.3 Professional Liability insurance shall be written with limits no less than $1,000,000 per claim and $1,000,000 policy aggregate limit. The policy shall contain no exclusion for loss or liability relating to a claim of ineffective assistance of counsel.

6.3 The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance.

6.3.1 The Firm's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Service Provider's insurance and shall not contribute with it.

6.3.2 The Firm's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

6.4 Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

6.5 The Firm shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Service Provider before commencement of the work.

7. Work Performed by the Firm. In addition to compliance with the City Standards, in the performance of work under this Agreement, the Firm shall comply with all federal, state and municipal laws, ordinances, rules and regulations which are applicable to the Firm's

business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

8. Work Performed at the Firm's Risk. The Firm shall be responsible for the safety of its employees, agents, and subcontractors in the performance of work hereunder, and shall take all protections reasonably necessary for that purpose. All work shall be done at the the Firm's own risk, and the Firm shall be responsible for any loss or damage to materials, tools, or other articles used or held in connection with the work. The Firm shall also pay its employees all wages, salaries and benefits required by law and provide for taxes, withholding and all other employment related charges, taxes or fees in accordance with law and IRS regulations.

9. Personal Services, No Subcontracting. This Agreement has been entered into in consideration of the Firm's particular skills, qualifications, experience, and ability to meet the Standards incorporated in this Agreement. This Agreement shall not be subcontracted without the express written consent of the City and refusal to subcontract may be withheld at the City's sole discretion. Any assignment of this Agreement by the Firm without the express written consent of the City shall be void.

10. Modification. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representatives of the City and the Firm.

11. Entire Agreement. This Agreement contains the entire agreement between the City and the Firm. The provisions of this Agreement shall supersede all prior verbal statements of any officer or other representative of the City, and such statement(s) shall not be effective or construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement.

12. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in the Agreement or such other address as may be hereinafter specified in writing:

TO CITY:	TO THE FIRM:
City of Marysville Attn.: Chief Administrative Officer 1049 State Avenue Marysville, WA 98207	James A. Feldman Feldman and Lee, P.S. 19303 44th Ave. W. Lynnwood, WA 98036

13. Nonwaiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred

in one or more instances shall not be construed to be a waiver or relinquishment of such covenants, agreements, or options, and the same shall be and remain in full force and effect.

14. Resolutions of Disputes, Governing Law. Should any dispute, misunderstanding or conflict arise as to the terms or conditions contained in this Agreement, the matter shall be referred to the Chief Administrative Officer, whose decision shall be final, provided, however, that any complaint regarding any violation of the City Standards or which relate to any manner whatsoever to trial strategy or an ongoing case, or any dispute concerning the City's determination on Attorney's request for higher compensation for a particular case, shall be referred to the Judge of the Municipal Court. Nothing herein shall be construed to obligate, require or permit the City, its officers, agents, or employees to inquire into any privileged communication between an attorney and any indigent defendant. In the event of any litigation arising out of this Agreement, the prevailing party shall be reimbursed for reasonable attorneys' fees from the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington and the rules of the Washington Supreme Court as applicable. Venue for an action arising out of this Agreement shall be in Snohomish County Superior Court.

CITY OF MARYSVILLE

Mayor

Date signed: 12/15/14

ATTEST:

City Clerk
Deputy

APPROVED AS TO FORM:

City Attorney

FELDMAN AND LEE, P.S.

James A. Feldman

Date signed: 12/2/14

SUPPLEMENTAL AGREEMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF MARYSVILLE AND FELDMAN AND LEE, P.S.

THIS SUPPLEMENTAL AGREEMENT NO. 1 ("Supplemental Agreement") is made and entered into this 13 day of November, 2017, by and between the City of Marysville, a Washington State municipal corporation ("City") and Feldman and Lee, P.S., a professional services corporation ("Firm").

WHEREAS, the parties hereto have previously entered into an agreement for indigent defense services for individuals with charges before the Marysville Municipal Court (the "Original Agreement"), said Original Agreement being dated December 15, 2014; and

WHEREAS, both parties desire to supplement the Original Agreement, by altering the rate of compensation in light of changing conditions and past performance;

WHEREAS, both parties desire to supplement the Original Agreement, by extending the Contract Term;

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

1. Section 2 of the Original Agreement, "COMPENSATION", is amended to read:

"Subject to the provisions of this section, the City shall pay to the Firm a flat fee each month, including all proceedings in the Municipal Court and all appeals therefrom, as follows:

For 2018 Forty-eight thousand dollars ($48,000.00) per month. This flat monthly fee is based on twelve thousand dollars ($12,000.00) per attorney.

For 2019 Fifty thousand dollars ($50,000.00) per month. This flat monthly fee is based on twelve thousand five hundred dollars ($12,500.00) per attorney.

For 2020 Fifty-two thousand dollars ($52,000.00) per month. This flat monthly fee is based on thirteen thousand dollars ($13,000.00) per attorney.

2. Section 3 of the Original Agreement, "TERM", is amended to add that the parties agree to extend the term of the Original Agreement to terminate at midnight December 31, 2020.

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3. Each and every provision of the Original Professional Services Agreement for Indigent Defense Services, dated December 15, 2014 shall remain in full force and effect, except as modified herein.

DATED this 13 day of November, 2017.

CITY OF MARYSVILLE

By _____
Jon Nehring, Mayor

FELDMAN AND LEE, P.S.

By _____
James A. Feldman

ATTEST/AUTHENTICATED:

_____
April O'Brien, Deputy City Clerk

Approved as to form:

_____
Jon Walker, City Attorney

SUPPLEMENTAL AGREEMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF MARYSVILLE AND FELDMAN AND LEE, P.S.

THIS SUPPLEMENTAL AGREEMENT NO. 2 ("Supplemental Agreement") is made and entered into and effective on the last date entered below, by and between the City of Marysville, a Washington State municipal corporation ("City") and Feldman and Lee, P.S., a professional services corporation ("Firm").

WHEREAS, the parties have previously entered into an agreement for indigent defense services for individuals with charges before the Marysville Municipal Court (the "Original Agreement"), said Original Agreement being dated December 15, 2014; and

WHEREAS, the parties entered into Supplemental Agreement No. 1 on November 13, 2017; and

WHEREAS, both parties desire to supplement the Original Agreement and the Supplemental Agreement No. 1, by altering the rate of compensation in light of changing conditions and past performance;

WHEREAS, both parties desire to supplement the Original Agreement and Supplemental Agreement No. 1, by extending the Contract Term;

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

1. Section 2 of the Original Agreement, "COMPENSATION", is amended to read:

"Subject to the provisions of this section, the City shall pay to the Firm a flat fee each month, including all proceedings in the Municipal Court and all appeals therefrom, as follows:

For 2021 and 2022, Fifty-two thousand dollars ($52,000.00) per month. This flat monthly fee is based on thirteen thousand dollars ($13,000.00) per attorney.

For 2023, Fifty-three thousand five hundred sixty dollars ($53,560.00) per month. This flat monthly fee is based on thirteen thousand dollars ($13,390.00) per attorney.

2. Section 3 of the Original Agreement, "TERM", is amended to add that the parties agree to extend the term of the Original Agreement to terminate at midnight December 31, 2023.

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3. Each and every provision of the Original Professional Services Agreement for Indigent Defense Services, dated December 15, 2014 shall remain in full force and effect, except as modified herein.

DATED this 1st day of December, 2020.

CITY OF MARYSVILLE

By _____
Jon Nehring, Mayor

Dated: December 1, 2020

FELDMAN AND LEE, P.S.

By _____
James A. Feldman

Dated: 16 October, 2020

ATTEST/AUTHENTICATED:

_____
Tina Brock, Deputy City Clerk

Approved as to form:

_____
Jon Walker, City Attorney

DocuSign Envelope ID: 38723153-4E0D-4AAC-88E9-D8E44E34971A

SUPPLEMENTAL AGREEMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF MARYSVILLE AND FELDMAN AND LEE, P.S.

THIS SUPPLEMENTAL AGREEMENT NO. 3 ("Supplemental Agreement") is made and entered into and effective on the last date entered below, by and between the City of Marysville, a Washington State municipal corporation ("City") and Feldman and Lee, P.S., a professional services corporation ("Firm").

WHEREAS, the parties have previously entered into an agreement for indigent defense services for individuals with charges before the Marysville Municipal Court (the "Original Agreement"), said Original Agreement being dated December 15, 2014; and

WHEREAS, the parties entered into Supplemental Agreement No. 1 on November 13, 2017, and Supplemental Agreement No. 2 on December 8, 2020; and

WHEREAS, both parties desire to supplement the Original Agreement and the Supplemental Agreements Nos. 1 and 2, by altering the rate of compensation in light of changing conditions and past performance;

WHEREAS, both parties desire to supplement the Original Agreement and Supplemental Agreements Nos. 1 and 2, by extending the Contract Term;

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

1. Section 2 of the Original Agreement, "COMPENSATION", is amended to read:

"Subject to the provisions of this section, the City shall pay to the Firm a flat fee each month, including all proceedings in the Municipal Court and all appeals therefrom, as follows:

For 2024, Sixty-two thousand dollars ($62,000.00) per month. This flat monthly fee is based on fifteen thousand five hundred dollars ($15,500.00) per attorney.

For 2025, Sixty-three thousand five hundred sixty dollars ($63,000.00) per month. This flat monthly fee is based on fifteen thousand seven hundred fifty dollars ($15,750.00) per attorney. If cases exceed 1,600 on an annual basis, Firm will be paid $450.00 for each additional case.

For 2026, Sixty-four thousand dollars ($64,000.00) per month. This flat monthly fee is based on sixteen thousand dollars ($16,000.00) per attorney. If cases exceed 1,600 on an annual basis, Firm will be paid $450.00 for each additional case.

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2. Section 3 of the Original Agreement, "TERM", is amended to add that the parties agree to extend the term of the Original Agreement to terminate at midnight December 31, 2026.

3. Each and every provision of the Original Professional Services Agreement for Indigent Defense Services, dated December 15, 2014 shall remain in full force and effect, except as modified herein.

DATED this _____ day of 4/12/2024, 2023.

CITY OF MARYSVILLE

DocuSigned by:
By Jon Nehring
A8AE51528DE9478...
Jon Nehring, Mayor

Dated: 4/12/2024, 2023

FELDMAN AND LEE, P.S.

By _____
David Lee

Dated: 2 Oct, 2023

ATTEST/AUTHENTICATED:

DocuSigned by:
Chari Taber
78D1E8FDC9F0463...
Chari Taber, Deputy City Clerk

Approved as to form:

DocuSigned by:
Jon Walker
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Jon Walker, City Attorney