



COMMISSIONER BOARD MEETING

June 11, 2020

5:30 PM

**Fire District 7 Station 31 Training Room
VIA BLUEJEANS**

**SNOHOMISH COUNTY FIRE DISTRICT #7
WASHINGTON**

AGENDA

**BOARD OF FIRE COMMISSIONERS MEETING AGENDA
SNOHOMISH COUNTY FIRE DISTRICT 7**

Fire District 7 Station 31 Training Room/ Via Blue Jeans
163 Village Court, Monroe, WA 98272

June 11, 2020

1730 hours

CALL TO ORDER

MOMENT OF SILENCE IN REMEMBRANCE OF MARCUS CARROLL

UNION COMMENT

IAFF

Teamsters

CHIEFS REPORT

CONSENT AGENDA

Approve Vouchers

Benefit Vouchers: #20-01412 – 20-01426 (\$532,705.52)

Benefit Vouchers: #20-01427 – 20-01428 (\$35,994.88)

Benefit Voucher: #20-01429 (\$965.00)

AP Vouchers: #20-01431 – #20-01577 (\$504,848.57)

Approval of Minutes

Approve Regular Board Meeting Minutes – May 28, 2020

Correspondence

Thank you acknowledgements

Condolences

OLD BUSINESS

Discussion

COVID-19 Update

Fire District Name

Snohomish 911 Tower Agreements (*Presentation*)

Standards of Cover

Action

Executive Contracts

Cathcart Facility Contract - Training

NEW BUSINESS

Discussion

COVID-19 Grant Application and Supplemental Contract Letter

Action

COMMISSIONER COMMITTEE REPORTS

Joint Fire Board with Mill Creek (Elmore / Fay / Waugh):
 Finance Committee (Elmore / Snyder / Waugh / Woolery):
 Policy Committee (Elmore / Edwards / Schaub / Woolery):
 Labor/Management (Waugh / Fay):
 Contract Bargaining (Waugh / Fay): TBD
 Shop Committee (Edwards / Gagnon / Snyder / Woolery):
 Strategic Plan Committee (Fay / Schaub / Snyder / Steinruck):
 Capital Facilities Committee (Gagnon / Schaub / Snyder / Woolery):
 Government Liaisons:
 Lake Stevens (Gagnon / Steinruck):
 Monroe (Edwards / Snyder / Woolery):
 Mill Creek (Elmore / Fay / Waugh):
 Legislative (Elmore / Schaub)

OTHER MEETINGS ATTENDED

Snohomish County 911 (Waugh)
 Regional Coordination
 Leadership Meeting (Fay / Schaub)
 Sno-Isle Commissioner Meeting

GOOD OF THE ORDER

ATTENDANCE CHECK

Regular Commissioner Meeting, June 25, 2020 at 1730 - Station 31 Training Room/BlueJeans

EXECUTIVE SESSION

IAFF Negotiations per RCW 42.31.40(4)
 Mill Creek Fire and Emergency Medical Services Agreement RCW 42.30.110(1)(d)

ADJOURNMENT

FIRE CHIEF REPORT

CONSENT AGENDA

Snohomish County Fire District #7

Claims Voucher Summary

05/28/2020

Page 1 of 1

Fund: General Fund #001

We the undersigned Board of Directors of the above-named governmental unit do hereby certify that the merchandise or services hereinafter specified have been received and that the vouchers identified below are approved for payment.

Date: _____

Signatures:

Voucher	Payee/Claimant	1099 Default	Amount
20-01412	AFLAC		673.32
20-01413	DEPARTMENT OF RETIREMENT SYSTEMS		327,715.89
20-01414	DIMARTINO & ASSOCIATES		21,452.73
20-01415	FIRE 7 FOUNDATION		427.50
20-01416	FIREPAC		923.04
20-01417	GENERAL TEAMSTERS UNION LOCAL 38		1,473.00
20-01418	HRA VEBA TRUST		65,105.95
20-01419	IAFF LOCAL 2781		24,674.60
20-01420	LOCAL IAFF 2781 PAC		478.00
20-01421	SNOHOMISH COUNTY FIRE DISTRICT 7		5,699.21
20-01422	TD AMERITRADE INSTITUTIONAL		388.50
20-01423	TD AMERITRADE TRUST CO		20,113.01
20-01424	VOYA INSTITUTIONAL TRUST CO		48,964.14
20-01425	WSCFF FASTPAC		591.63
20-01426	WSCFF-EMP BENEFIT TRUST		14,025.00

Page Total 532,705.52

Cumulative Total 532,705.52

Snohomish County Fire District #7

Claims Voucher Summary

06/01/2020

Page 1 of 1

Fund: General Fund #001

We the undersigned Board of Directors of the above-named governmental unit do hereby certify that the merchandise or services hereinafter specified have been received and that the vouchers identified below are approved for payment.

Date: _____

Signatures:

Voucher	Payee/Claimant	1099 Default	Amount
20-01427	DEPARTMENT OF RETIREMENT SYSTEMS		34,999.88
20-01428	IAFF LOCAL 2781		995.00

Page Total	35,994.88
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Cumulative Total	35,994.88
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Snohomish County Fire District #7

Claims Voucher Summary

05/28/2020

Page 1 of 1

Fund: General Fund #001

We the undersigned Board of Directors of the above-named governmental unit do hereby certify that the merchandise or services hereinafter specified have been received and that the vouchers identified below are approved for payment.

Date: _____

Signatures:

Voucher	Payee/Claimant	1099 Default	Amount
20-01429	IAFF LOCAL 2781		965.00

Page Total	965.00
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Cumulative Total	965.00
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Snohomish County Fire District 7, WA

Docket of Claims Register

APPKT00441 - 6-11-20 Board Meeting - SY

By Docket/Claim Number

	Vendor Name	Docket/Claim #					Payment Amount
Vendor #	Payable Number	Payable Description	Payable Type	Payable Date	Item Description	Account Number	Distribution Amount
0005	AAA OF EVERETT FIRE EXTINGUI	20-01431					2,501.26
	158802	Fire Extinguisher Maintenance	Invoice	05/29/2020	Fire Extinguisher Maintenance	001-504-522-20-48-10	712.40
	158803	Fire Extinguisher Maintenance	Invoice	05/29/2020	Fire Extinguisher Maintenance	001-504-522-20-48-10	454.74
	158804	Fire Extinguisher Maintenance	Invoice	05/29/2020	Fire Extinguisher Maintenance	001-504-522-20-48-10	699.36
	158805	Fire Extinguisher Maintenance	Invoice	05/29/2020	Fire Extinguisher Maintenance	001-504-522-20-48-10	634.76
1902	ACE HARDWARE	20-01432					605.53
	MAY2020	Ace Hardware Charges - May 2020	Invoice	05/31/2020	Files	001-507-522-50-35-00	30.50
					Files, Lube, CO Detector	001-504-522-20-31-06	96.96
					Grill Cover	001-507-522-50-35-00	79.89
					Hose - ST 76	001-507-522-50-35-00	136.23
					Hose Connections	001-507-522-50-48-00	28.31
					Light bulbs	001-507-522-50-31-00	44.55
					Light Bulbs	001-507-522-50-31-00	30.92
					Light Bulbs	001-507-522-50-31-00	64.23
					Moving Boxes - Engine Committee	001-504-522-20-31-06	10.38
					Propane	001-507-522-50-35-00	39.98
					Propane	001-507-522-50-47-03	43.58
0025	ALDERWOOD WATER DISTRICT	20-01433					95.72
	ST73MARMAY20	Water - ST 73	Invoice	05/16/2020	Water - ST 73	001-507-522-50-47-02	95.72
0025	ALDERWOOD WATER DISTRICT	20-01434					15.20
	ST73FMMARMAY20	Fire Meter - ST 73	Invoice	05/16/2020	Fire Meter - ST 73	001-507-522-50-47-02	15.20
0028	ALL BATTERY SALES AND SERVICE	20-01435					331.85
	300-10072216	Shop Supply	Invoice	05/13/2020	Shop Supply	500-511-522-60-31-05	224.47
	300-10072241	Parts	Invoice	05/14/2020	Parts	500-511-522-60-34-01	69.84
	300-10072389	Parts	Credit Memo	05/19/2020	Parts	500-511-522-60-34-01	-197.01
	300-10072930	SHop Supply	Invoice	06/02/2020	Shop Supply	500-511-522-60-31-05	234.55
1999	ALL-AMERICAN LEADERSHIP	20-01436					2,000.00
	20116	Online Leadership Development Subscription	Invoice	06/01/2020	Online Leadership Development Subscription	001-506-522-45-49-08	2,000.00
1503	ALLSTREAM BUSINESS US, INC	20-01437					124.26
	16858291	Fire & Alarm Service - ST 31	Invoice	06/01/2020	Phone Service - ST 31	001-507-522-50-42-00	124.26
1503	ALLSTREAM BUSINESS US, INC	20-01438					109.85
	16866974	Phone Service - ST 32 -	Invoice	06/03/2020	Phone Service - ST 32	001-507-522-50-42-00	109.85
1503	ALLSTREAM BUSINESS US, INC	20-01439					312.82
	1685878	Fire & Alarm Service - 72, 74, 76, 77	Invoice	06/01/2020	Fire & Alarm Service - 72, 74, 76, 77	001-507-522-50-42-00	312.82

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Vendor #	Vendor Name	Docket/Claim #	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
	Payable Number	Payable Description					Distribution Amount
0040	ARAMARK UNIFORM SERVICES	20-01440					368.41
	1991750713	Laundry - ST 31	Invoice	05/14/2020	Floor Mat Service	001-507-522-50-48-00	31.89
	1991750714	Laundry Service	Invoice	05/14/2020	Laundry Service	500-511-522-60-41-04	79.16
	1991759432	Laundry Service	Invoice	05/21/2020	Laundry Service	500-511-522-60-41-04	78.32
	1991768131	Laundry - ST 31	Invoice	05/28/2020	Floor Mat Service	001-507-522-50-48-00	21.86
	1991768132	Laundry Service	Invoice	05/28/2020	Laundry Service	500-511-522-60-41-04	79.45
	1991777063	Laundry Service	Invoice	06/04/2020	Laundry Service	500-511-522-60-41-04	77.73
0044	ASSOCIATED GLASS, INC	20-01441					1,661.36
	I00079010	Parts	Invoice	05/08/2020	Parts	500-511-522-60-34-01	1,661.36
1523	AT&T MOBILITY	20-01442					46.71
	287289300744X05162020	Test Modem	Invoice	05/08/2020	Test Modem	001-502-522-10-42-00	46.71
1524	BADGLEY'S LANDSCAPE	20-01443					8,278.09
	88043	Landscape Services - ST 71, 73, 74, 33	Invoice	06/01/2020	Landscape Services - ST 71, 73, 74, 33	001-507-522-50-48-00	3,590.64
	88045	Landscape Services - ST 76 -	Invoice	06/01/2020	Landscape Services - ST 76	001-507-522-50-48-00	782.70
	88046	Landscaping - Admin, ST 31, ST 32	Invoice	06/01/2020	Landscaping - Admin, ST 31, ST 32	001-507-522-50-48-00	2,007.47
						300-507-522-50-48-00	918.12
	88047	Landscape Services - ST 72	Invoice	06/01/2020	Landscape Services - ST 72	001-507-522-50-48-00	979.16
0049	BEAU WATSON	20-01444					43.11
	INV02464	Skilllets Reimbursed - ST 83	Invoice	05/03/2020	Skilllets Reimbursed - ST 83	001-507-522-50-35-00	43.11
0058	BICKFORD MOTORS INC.	20-01445					1,422.79
	1175265	Parts	Invoice	05/06/2020	Parts	500-511-522-60-34-01	244.46
	1175301	Parts	Invoice	04/28/2020	Parts	500-511-522-60-34-01	684.01
	1175309	Parts	Invoice	04/29/2020	Parts	500-511-522-60-34-01	30.91
	1175373	Parts	Invoice	04/29/2020	Parts	500-511-522-60-34-01	55.54
	1175611	Parts	Invoice	05/07/2020	Parts	500-511-522-60-34-01	38.17
	1175639	Parts	Invoice	05/06/2020	Parts	500-511-522-60-34-01	160.31
	1175640	Parts	Invoice	05/06/2020	Parts	500-511-522-60-34-01	19.68
	1175665	Parts	Invoice	05/07/2020	Parts	500-511-522-60-34-01	11.10
	1175666	Parts	Invoice	05/07/2020	Parts	500-511-522-60-34-01	8.89
	1175705	Parts	Invoice	05/12/2020	Parts	500-511-522-60-34-01	56.77
	1175717	Parts	Invoice	05/07/2020	Parts	500-511-522-60-34-01	82.46
	1175791	Parts	Invoice	05/12/2020	Parts	500-511-522-60-34-01	26.54
	1176297	Parts	Invoice	05/20/2020	Parts	500-511-522-60-34-01	11.10
	CM175705	Parts	Credit Memo	05/12/2020	Parts	500-511-522-60-34-01	-7.15
0062	BLANCHARD ELECTRIC & FLEET S	20-01446					72.25
	301233.TK	Parts	Invoice	05/07/2020	Parts	500-511-522-60-34-01	72.25

Docket of Claims Register

APPKT00441 - 6-11-20 Board Meeting - SY

Vendor #	Vendor Name	Docket/Claim #	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
	Payable Number	Payable Description					Distribution Amount
0065	BOUND TREE MEDICAL, LLC	20-01447					1,973.01
	83594131	Medical Supplies	Invoice	04/17/2020	Medical Supplies	001-509-522-30-31-02	6.87
	83626347	Medical Supplies	Invoice	05/14/2020	Blood Glucose Monitor	001-509-522-20-35-00	222.34
	83631237	Medical Supplies	Invoice	05/19/2020	Medical Supplies	001-509-522-30-31-02	91.07
					Medication	001-509-522-30-31-01	8.12
					Oxygen Tree	001-509-522-20-35-00	0.36
	83631238	Medical Supplies	Invoice	05/19/2020	Medical Supplies	001-509-522-30-31-02	25.72
	83634858	Medication	Invoice	05/21/2020	Medication	001-509-522-30-31-02	231.66
	83641360	Medical Supplies	Invoice	05/28/2020	Medical Supplies	001-509-522-30-31-02	584.43
					Medication	001-509-522-30-31-01	539.60
	83641362	Medical Supplies	Invoice	05/28/2020	Medical Supplies	001-509-522-30-31-02	262.84
0073	BRAUN NORTHWEST INC	20-01448					123.53
	29194	Parts	Invoice	04/10/2020	Parts	500-511-522-60-34-01	123.53
0083	CAMILLE TABOR	20-01449					45.29
	INV02470	Printer Ink - Reimbursement	Invoice	06/04/2020	Printer Ink - Reimbursement	001-502-522-10-31-00	45.29
0091	CASCADE FIRE & SAFETY	20-01450					423.70
	116456	Parts	Invoice	04/17/2020	Parts	500-511-522-60-34-01	423.70
0096	CENTRAL WELDING SUPPLY	20-01451					1,160.59
	RN05202153	Oxygen	Invoice	05/31/2020	Oxygen	001-509-522-20-45-00	268.46
	RN05202154	Oxygen	Invoice	05/31/2020	Oxygen	001-509-522-20-45-00	165.74
	RN05202155	Oxygen	Invoice	05/31/2020	Oxygen	001-509-522-20-45-00	159.27
	RN05203985	Oxygen	Invoice	05/31/2020	Oxygen	001-509-522-20-45-00	391.16
	SP794127	Oxygen	Invoice	05/21/2020	Oxygen	001-509-522-20-45-00	118.94
	SP818782	Oxygen	Invoice	05/27/2020	Oxygen	001-509-522-20-45-00	57.02
0099	CHAMPION BOLT & SUPPLY	20-01452					9.56
	709809	Shop Supply	Invoice	05/11/2020	Shop Supply	500-511-522-60-31-05	9.56
0101	CHINOOK LUMBER	20-01453					231.84
	140641	Return Material for ST 31 Prop	Credit Memo	05/18/2020	Return Material for ST 31 Prop	001-506-522-45-49-41	-649.56
	1635550	ST 31 Training prop Material	Invoice	05/14/2020	ST 31 Training prop Material	001-506-522-45-49-20	881.40
0103	CHMELIK, SITKIN & DAVIS PS	20-01454					137.50
	98843	Attorney Fees	Invoice	04/30/2020	Attorney Fees	001-512-522-10-41-03	137.50
0531	CHRISTENSEN, INC	20-01455					2,420.14
	0050718-IN	Parts	Invoice	05/27/2020	Parts	500-511-522-60-34-01	2,876.51
	0050952-IN	Parts	Invoice	05/28/2020	Parts	500-511-522-60-34-01	160.73
	050718C-CM	Parts	Credit Memo	05/30/2020	Parts	500-511-522-60-34-01	-2,876.51
	050718R-DM	Parts	Invoice	05/30/2020	Parts	500-511-522-60-34-01	2,259.41
1891	CITY OF SNOHOMISH	20-01456					131.06
	ST83MARMAY20	Water - ST 83	Invoice	05/31/2020	Water - ST 83	001-507-522-50-47-02	131.06
0112	CLEARFLY COMMUNICATIONS	20-01457					414.51
	INV287527	Phone Service - North Battalion	Invoice	06/01/2020	Phone Service - North Battalion	001-507-522-50-42-00	414.51

Docket of Claims Register

APPKT00441 - 6-11-20 Board Meeting - SY

Vendor #	Vendor Name Payable Number	Docket/Claim # Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount Distribution Amount
0112	CLEARFLY COMMUNICATIONS INV287039	20-01458 Phone Service - ST 31	Invoice	06/01/2020	Phone Service - ST 31	001-507-522-50-42-00	722.14 722.14
0113	CLEARVIEW HARDWARE MAY2020	20-01459 Zip Ties for Training Prop	Invoice	05/13/2020	Zip Ties for Training Prop	001-506-522-45-49-41	14.54 14.54
0126	COMCAST ST77JUNJUL20	20-01460 Internet Services - ST 77	Invoice	05/26/2020	Internet Services - ST 77	001-507-522-50-42-00	150.28 150.28
0126	COMCAST ST32JUNJUL20	20-01461 Phone Service - ST 32	Invoice	05/25/2020	Internet Services - ST 32	001-507-522-50-42-00	150.08 150.08
0126	COMCAST ST76JUNJUL20	20-01462 Internet Services - ST 76 -	Invoice	05/28/2020	Internet Services - ST 76	001-507-522-50-42-00	150.30 150.30
0126	COMCAST ST72JUNJUL20	20-01463 Phone Service - ST 72	Invoice	05/28/2020	Internet Services - ST 72	001-507-522-50-42-00	150.06 150.06
0127	COMDATA NETWORK, INC 20334553	20-01464 Fuel	Invoice	06/01/2020	Fuel	001-504-522-20-32-00 001-509-522-20-32-00	4,340.40 2,170.20 2,170.20
0132	CONNEY SAFETY 05831337	20-01465 Goggles - COVID	Invoice	03/11/2020	Goggles - COVID	001-509-522-20-35-00	586.64 586.64
0136	COURIERWEST, LLC 5326	20-01466 Mail Courier Service -	Invoice	05/01/2020	Mail Courier Service	001-502-522-10-41-01	1,984.00 1,984.00
0138	CRESSY DOOR COMPANY, INC 149259 149430 149433	20-01467 Repair Medic Service Operator Door - Photo Eye Install - ST 83 Photo Eye Install - ST 76	Invoice Invoice Invoice	05/21/2020 05/29/2020 05/29/2020	Repair Medic Service Operator Door - Photo Eye Install - ST 83 Photo Eye Install - ST 76	001-507-522-50-48-00 001-507-522-50-48-00 001-507-522-50-48-00	7,131.15 4,334.64 1,951.18 845.33
0080	CREWSENSE LLC 0016811	20-01468 Pro Support	Invoice	06/01/2020	Pro Support	001-512-522-10-41-04	99.99 99.99
1608	CUMMINS, INC 15-72363 15-72364 15-72784 15-73203	20-01469 Parts Parts Parts Parts	Credit Memo Credit Memo Invoice Invoice	03/26/2020 03/26/2020 04/24/2020 05/20/2020	Parts Parts Parts Parts	500-511-522-60-34-01 500-511-522-60-34-01 500-511-522-60-34-01 500-511-522-60-34-01	548.01 -95.65 -526.29 196.05 973.90
0148	DAVID SWEARINGEN INV02466	20-01470 Boots Reimbursed	Invoice	05/13/2020	Boots Reimbursed	001-504-522-20-31-07	218.59 218.59
0156	DEPARTMENT GRAPHICS 10552	20-01471 Striping for New Battalion Vehicles	Invoice	06/01/2020	Striping for New Battalion Vehicles	301-504-594-22-64-02	2,130.12 2,130.12
0185	EMS TECHNOLOGY SOLUTIONS, I 31844 31880	20-01472 Operative IQ RFID Labels	Invoice Invoice	06/01/2020 06/02/2020	Operative IQ Sandbox License RFID Labels	001-509-522-20-41-01 001-512-522-10-49-04 001-507-522-50-31-00	1,727.00 1,032.00 440.00 255.00

Docket of Claims Register

APPKT00441 - 6-11-20 Board Meeting - SY

Vendor #	Vendor Name	Docket/Claim #	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
	Payable Number	Payable Description					Distribution Amount
1529	ERIK LIDDIATT	20-01473					152.50
	INV02471	Tech Rescue Truck Inspection Per Diem Reimbursemen	Reimbursemen	06/02/2020	Tech Rescue Truck Inspection Per Diem Reimbursemen	001-504-522-20-43-00	152.50
0193	EVAN ADOLF	20-01474					260.42
	INV02467	Helmet Shields Reimbursed	Invoice	04/28/2020	Helmet Shields Reimbursed	001-504-522-20-31-10	260.42
1642	EVERGREEN POWER SYSTEMS, INC	20-01475					7,077.03
	29236	Low Air Sprinkler Repair - ST 76	Invoice	05/21/2020	Low Air Sprinkler Repair - ST 76	001-507-522-50-48-00	497.25
	29261	Drop Cord Repairs - ST 71	Invoice	05/27/2020	Drop Cord Repairs - ST 71	001-507-522-50-48-00	5,147.95
	29272	Cord Drop Repair - ST 32	Invoice	05/29/2020	Cord Drop Repair - ST 32	001-507-522-50-48-00	1,431.83
2003	EVERGREEN SANITATION	20-01476					9,340.57
	1169682	Septic System Repairs - ST 71	Invoice	05/08/2020	Septic System Repairs - ST 71	001-507-522-50-48-00	1,209.51
	1169835	Septic System Repairs - ST 32	Invoice	05/12/2020	Septic System Repairs - ST 32	001-507-522-50-48-00	606.62
	1169836	Septic Tank Repairs - ST 83	Invoice	05/12/2020	Septic Tank Repairs - ST 83	001-507-522-50-48-00	549.78
	1170102	Septic System Repairs - ST 71	Invoice	05/08/2020	Septic System Repairs - ST 71	001-507-522-50-48-00	6,974.66
0222	FREIGHTLINER NORTHWEST	20-01477					1,555.26
	PC302090321;02	Parts	Invoice	03/20/2020	Parts	500-511-522-60-34-01	57.45
	PC302092016;01	Parts	Invoice	04/16/2020	Parts	500-511-522-60-34-01	419.24
	PC302092256;01	Parts	Invoice	04/21/2020	Parts	500-511-522-60-34-01	370.16
	PC302092296;01	Parts	Invoice	04/22/2020	Parts	500-511-522-60-34-01	44.42
	PC302092335;01	Parts	Credit Memo	04/22/2020	Parts	500-511-522-60-34-01	-22.21
	PC302093275;01	Parts	Invoice	05/11/2020	Parts	500-511-522-60-34-01	6.01
	PC302093325;01	Parts	Invoice	05/11/2020	Parts	500-511-522-60-34-01	79.07
	PC302093407;01	Parts	Invoice	05/12/2020	Parts	500-511-522-60-34-01	39.53
	PC302093408;01	Parts	Invoice	05/12/2020	Parts	500-511-522-60-34-01	72.84
	PC302093444;01	Parts	Invoice	05/13/2020	Parts	500-511-522-60-34-01	132.95
	PC302093768;01	Parts	Invoice	05/19/2020	Parts	500-511-522-60-34-01	118.60
	PC302093868;01	Parts	Invoice	05/20/2020	Parts	500-511-522-60-34-01	237.20

Docket of Claims Register

APPKT00441 - 6-11-20 Board Meeting - SY

Vendor #	Vendor Name	Docket/Claim #	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
	Payable Number	Payable Description					Distribution Amount
0226	GALLS, LLC - DBA BLUMENTHAL I	20-01478					5,340.66
	015595993	Polo - Basta	Invoice	05/04/2020	Polo - Basta	001-504-522-20-31-07	102.66
	015604735	Boot - Adolf	Invoice	05/04/2020	Boot - Adolf	001-504-522-20-31-07	153.83
	015605783	Belt Samples	Invoice	05/05/2020	Belt Inventory	001-504-522-20-31-07	56.90
	015621768	Boot - Olsen	Invoice	05/06/2020	Boot - Olsen	001-504-522-20-31-07	154.19
	015650209	Polo - Rasmussen	Invoice	05/13/2020	Polo - Rasmussen	001-504-522-20-31-07	49.84
	015650211	Polo - Rasmussen	Invoice	05/13/2020	Polo - Rasmussen	001-504-522-20-31-07	54.65
	015660390	Pant - Murdock	Invoice	05/14/2020	Pant - Murdock	001-504-522-20-31-07	255.04
	015660398	Jacket - Hill	Invoice	05/14/2020	Jacket - Hill	001-504-522-20-31-07	186.03
	015685755	Belt, Pant - Swearingen	Invoice	05/19/2020	Belt, Pant - Swearingen	001-504-522-20-31-07	403.95
	015685778	Boots - Shrauner	Invoice	05/19/2020	Boots - Shrauner	001-504-522-20-31-07	178.16
	015685787	Sample T-Shirts	Invoice	05/19/2020	Sample T-Shirts	001-504-522-20-31-07	32.49
	015690548	Pants - Gunterman	Invoice	05/20/2020	Pants- Gunterman	001-504-522-20-31-07	385.39
	015690663	Boots - Brooks	Invoice	05/20/2020	Boots - Brooks	001-504-522-20-31-07	171.38
	015700178	Boot - Brooks	Credit Memo	05/20/2020	Boot - Brooks	001-504-522-20-31-07	-171.44
	015704320	T-Shirts	Invoice	05/21/2020	T-Shirts	001-504-522-20-31-07	2,300.59
	015720790	Pants - Mattern, DJ	Invoice	05/26/2020	Pants - Mattern, DJ	001-504-522-20-31-07	257.93
	015720792	Name Tags	Invoice	05/26/2020	Name Tags	001-504-522-20-31-07	303.24
	015720794	Pants - Welch	Invoice	05/26/2020	Pants - Welch	001-504-522-20-31-07	242.40
	015720830	Boots - Gunterman	Invoice	05/26/2020	Boots - Gunterman	001-504-522-20-31-07	223.43
0230	GARY FATKIN	20-01479					621.00
	INV02477	Tuition Reimbursement - FIR 2301	Invoice	06/05/2020	Tuition Reimbursement - FIR 2301	001-506-522-45-49-10	621.00
1571	GENERAL FIRE APPARATUS	20-01480					1,465.17
	11469	Parts	Invoice	04/08/2020	Parts	500-511-522-60-34-01	1,465.17
0233	GITT'S SPRING CO	20-01481					1,969.14
	036430	Parts	Invoice	05/20/2020	Parts	500-511-522-60-34-01	1,969.14

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	Payable Number	Payable Description					Distribution Amount
0238	GRAINGER	20-01482					3,005.43
	9527939988	Station Supplies	Invoice	05/11/2020	Station Supplies	001-507-522-50-31-00	10.87
	9529359771	Clear Bins	Invoice	05/11/2020	Clear Bins - MSO's	001-509-522-20-35-00	75.80
	9530087775	Station Supplies	Invoice	05/12/2020	Station Supplies	001-507-522-50-31-00	275.24
	9530849471	Exit Signs	Invoice	05/12/2020	Exit Signs - ST 82	001-507-522-50-35-00	72.79
	9531028802	Station Supplies	Invoice	05/13/2020	Station Supplies	001-507-522-50-31-00	5.43
	9531028810	Station Supplies	Invoice	05/13/2020	Station Supplies	001-507-522-50-31-00	54.96
	9531700699	Station Supplies	Invoice	05/13/2020	Station Supplies	001-507-522-50-31-00	29.05
	9531700707	Station Supplies	Invoice	05/13/2020	Station Supplies	001-507-522-50-31-00	528.92
	9531923473	Analog Thermometer	Invoice	05/13/2020	Analog Thermometer	001-507-522-50-35-00	20.28
	9532227429	Station Supplies	Invoice	05/13/2020	Station Supplies	001-507-522-50-31-00	171.75
	9532880318	Station Supplies	Invoice	05/14/2020	Station Supplies	001-507-522-50-31-00	7.64
	9532888105	Station Supplies	Invoice	05/14/2020	Station Supplies	001-507-522-50-31-00	66.74
	9533452737	Station Supplies	Invoice	05/14/2020	Station Supplies	001-507-522-50-31-00	243.59
	9533590197	Station Supplies	Invoice	05/15/2020	Station Supplies	001-507-522-50-31-00	29.97
	9535545363	Bulb Recycling Kit	Credit Memo	05/18/2020	Bulb Recycling Kit	001-507-522-50-35-00	-172.48
	9536105639	Station Supplies	Invoice	05/19/2020	Station Supplies	001-507-522-50-31-00	54.96
	9536438873	Station Supplies	Invoice	05/19/2020	Station Supplies	001-507-522-50-31-00	318.20
	9537591415	Station Supplies	Invoice	05/20/2020	Station Supplies	001-507-522-50-31-00	780.24
	9538127383	Station Supplies	Invoice	05/20/2020	Station Supplies	001-507-522-50-31-00	49.15
	9538127391	Station Supplies	Invoice	05/20/2020	Station Supplies	001-507-522-50-31-00	161.85
	9538658973	Station Supplies	Invoice	05/21/2020	Station Supplies	001-507-522-50-31-00	47.91
	9539625419	Station Supplies	Invoice	05/21/2020	Station Supplies	001-507-522-50-31-00	103.92
	9540413144	Station Supplies	Credit Memo	05/22/2020	Station Supplies	001-507-522-50-31-00	-49.15
	9540705770	Paint Solidifier	Invoice	05/22/2020	Paint Solidifier	001-507-522-50-48-00	117.80
0241	GRAYBAR	20-01483					134.22
	9314910627	Parts	Invoice	03/04/2020	Parts	500-511-522-60-34-01	134.22
2013	HEALTHCARE ACTUARIES LLC	20-01484					4,500.00
	2020034	GASB Valuation Report	Invoice	06/01/2020	GASB Valuation Report	001-503-522-10-41-01	4,500.00
0256	HI-TECH EVS, INC.	20-01485					277.80
	167272	Parts	Invoice	05/06/2020	Parts	500-511-522-60-34-01	195.18
	167286	Parts	Invoice	05/07/2020	Parts	500-511-522-60-34-01	82.62
0260	HUGHES FIRE EQUIPMENT	20-01486					1,245.39
	550085	Parts	Invoice	04/27/2020	Parts	500-511-522-60-34-01	645.93
	550119	Parts	Invoice	04/28/2020	Parts	500-511-522-60-34-01	406.60
	550734	Parts	Invoice	05/15/2020	Parts	500-511-522-60-34-01	192.86
1878	IMS ALLIANCE	20-01487					119.14
	20-2095	Passport Tags	Invoice	05/21/2020	Passport Tags	001-504-522-20-31-06	119.14
1619	INDUSTRIAL COMMUNICATIONS	20-01488					35.52
	181959A	Parts	Invoice	04/15/2020	Parts	500-511-522-60-34-01	35.52

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	Payable Number	Payable Description					Distribution Amount
0277	ISOUTSOURCE	20-01489					10,603.44
	CW239918	IT Services	Invoice	05/31/2020	IT Services	001-512-522-10-41-04	7,426.40
	CW239936	IT Services	Invoice	05/31/2020	IT Services	001-512-522-10-41-04	2,364.94
	CW240455	IT Services	Invoice	06/03/2020	IT Services	001-512-522-10-41-04	812.10
0596	JOHN THOMAS	20-01490					152.50
	INV02472	Tech Rescue Truck Inspection Per Diem Reimbursemen	Reimbursemen	06/02/2020	Tech Rescue Truck Inspection Per Diem	001-504-522-20-43-00	152.50
0312	KENNY'S TRUCK PARTS AND REP.	20-01491					92.15
	51468	Parts	Invoice	05/11/2020	Parts	500-511-522-60-34-01	41.89
	51488	Parts	Invoice	05/11/2020	Parts	500-511-522-60-34-01	50.26
0313	KENT D. BRUCE	20-01492					3,465.13
	6250	Parts	Invoice	03/13/2020	Parts	500-511-522-60-34-01	617.44
	6497	Parts	Invoice	05/01/2020	Parts	500-511-522-60-34-01	21.67
	6534	Parts	Invoice	05/08/2020	Parts	500-511-522-60-34-01	691.87
	6601	Parts for Outfitting New Battalion Rigs	Invoice	05/21/2020	Parts for Outfitting New Battalion Rigs	301-504-594-22-64-02	2,134.15
0330	KROESEN'S UNIFORM COMPANY	20-01493					287.28
	60297	Boots - Mattern, Clay	Invoice	05/26/2020	Boots - Mattern, Clay	001-504-522-20-31-07	287.28
1879	LAKE STEVENS SEWER DISTRICT	20-01494					344.00
	ST81JUNE2020	Sewer - ST 81	Invoice	06/01/2020	Sewer - ST 81	001-507-522-50-47-02	86.00
	ST82JUNE2020	Sewer - ST 82	Invoice	06/01/2020	Sewer - ST 82	001-507-522-50-47-02	172.00
	ST84JUNE2020	ST 84- Sewer	Invoice	06/01/2020	Sewer - ST 84	001-507-522-50-47-02	86.00
1835	LEAH SCHOOF	20-01495					59.60
	INV02469	Negotiations Lunch Reimbursement	Invoice	05/21/2020	Negotiations Lunch Reimbursement	001-502-522-10-49-06	59.60
0343	LIFE ASSIST INC	20-01496					49.56
	958517-1	Medical Supplies	Invoice	11/25/2019	Medical Supplies	001-509-522-30-31-02	4.32
	959949	Medication	Invoice	12/04/2019	Medication	001-509-522-30-31-01	22.62
	959955	Medical Supplies	Invoice	12/04/2019	Medication	001-509-522-30-31-01	22.62

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	Payable Number	Payable Description					Distribution Amount
0352	LOWE'S	20-01497					2,370.51
	MAY2020	LOWES ACCT CHARGES	Invoice	05/25/2020	Air Accessory	001-507-522-50-35-00	41.49
					Air Condition - ST 83, Cell charger, Admin	001-507-522-50-35-00	762.98
					BBQ - ST 32	001-507-522-50-35-00	310.47
					Bin Boxes	001-507-522-50-35-00	118.18
					Bolts and Washers	001-507-522-50-48-00	58.10
					Dremel attachment & # Stickers	001-507-522-50-35-00	40.70
					Hinge - ST 81	001-507-522-50-48-00	16.99
					Hose, Water Filters - ST 31	001-507-522-50-35-00	141.17
					Light Bulbs - ST 73	001-507-522-50-31-00	12.55
					Parts	500-511-522-60-34-01	15.68
					Propane - ST 32	001-507-522-50-47-03	62.20
					Shelving Units	001-507-522-50-35-00	349.48
					Shop Supply	500-511-522-60-31-05	51.87
					Trim - ST 31, Sneeze Guard - Admin	001-507-522-50-48-00	51.46
					Wall Panels & Dividers - ST 31	001-507-522-50-48-00	337.19
1802	MICHAEL FRYMIRE	20-01498					74.28
	INV02478	Work Pants Reimbursed	Invoice	06/03/2020	Work Pants Reimbursed	001-504-522-20-31-07	74.28
0379	MOBILE HEALTH RESOURCES	20-01499					1,001.30
	19874	EMS Survey Team	Invoice	05/31/2020	EMS Survey Team	001-509-522-20-49-02	1,001.30

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	Payable Number	Payable Description					Distribution Amount
0380	MONROE PARTS HOUSE	20-01500					7,785.64
	792363	Parts	Invoice	05/01/2020	Parts	500-511-522-60-34-01	114.37
	792368	Parts	Invoice	05/01/2020	Parts	500-511-522-60-34-01	15.07
	792773	Parts	Invoice	05/05/2020	Parts	500-511-522-60-34-01	569.61
	792785	Parts	Credit Memo	05/05/2020	Parts	500-511-522-60-34-01	-19.67
	792809	Parts	Invoice	05/05/2020	Parts	500-511-522-60-34-01	229.68
	792835	SHop Supply	Invoice	05/05/2020	SHop Supply	500-511-522-60-31-05	39.34
	792836	Parts	Invoice	05/05/2020	Parts	500-511-522-60-34-01	6.55
	792928	Parts	Invoice	05/06/2020	Parts	500-511-522-60-34-01	17.26
	792930	Shop Supply	Invoice	05/06/2020	Shop SUpplY	500-511-522-60-31-05	35.85
	792971	Parts	Invoice	05/06/2020	Parts	500-511-522-60-34-01	59.26
	792995	Parts	Invoice	05/06/2020	Parts	500-511-522-60-34-01	6.55
	792996	Parts	Invoice	05/06/2020	Shop Supply	500-511-522-60-31-05	6.55
	793100	Parts	Invoice	05/07/2020	Parts	500-511-522-60-34-01	172.41
	793112	Parts	Invoice	05/07/2020	Parts	500-511-522-60-34-01	83.48
	793131	Parts	Invoice	05/07/2020	Parts	500-511-522-60-34-01	51.44
	793235	Parts	Invoice	05/08/2020	Parts	500-511-522-60-34-01	11.79
	793238	Parts	Invoice	05/08/2020	Parts	500-511-522-60-34-01	10.58
	793240	Parts	Invoice	05/08/2020	Shop Supply	500-511-522-60-31-05	29.40
	793346	Parts	Invoice	05/08/2020	Parts	500-511-522-60-34-01	96.58
	793482	Parts	Invoice	05/11/2020	Parts	500-511-522-60-34-01	17.74
	793483	Parts	Invoice	05/11/2020	Parts	500-511-522-60-34-01	16.96
	793492	Parts	Invoice	05/11/2020	Parts	500-511-522-60-34-01	19.97
	793589	Parts	Invoice	05/11/2020	Parts	500-511-522-60-34-01	5.78
	793615	Parts	Invoice	05/11/2020	Parts	500-511-522-60-34-01	23.44
	793628	Parts	Invoice	05/12/2020	Parts	500-511-522-60-34-01	201.96
	793634	Parts	Invoice	05/12/2020	Parts	500-511-522-60-34-01	327.57
	793645	Parts	Invoice	05/12/2020	Parts	500-511-522-60-34-01	121.59
	793653	Parts	Credit Memo	05/12/2020	Parts	500-511-522-60-34-01	-59.02
	793739	Parts	Invoice	05/12/2020	Parts	500-511-522-60-34-01	65.92
	793749	Parts	Invoice	05/12/2020	Shop Supply	500-511-522-60-31-05	15.29
	793797	Parts	Invoice	05/13/2020	Parts	500-511-522-60-34-01	29.50
	793816	Parts	Credit Memo	05/13/2020	Parts	500-511-522-60-34-01	-9.84
	793833	Parts	Invoice	05/13/2020	Parts	500-511-522-60-34-01	355.59
	793861	Parts	Invoice	05/13/2020	Parts	500-511-522-60-34-01	340.45
	793868	Parts	Invoice	05/13/2020	Parts	500-511-522-60-34-01	364.84
	793871	Parts	Credit Memo	05/13/2020	Parts	500-511-522-60-34-01	-59.02
	793882	Parts	Invoice	05/13/2020	Parts	500-511-522-60-34-01	49.64
	793901	Parts	Invoice	05/13/2020	Parts	500-511-522-60-34-01	54.64
	793945	Parts	Invoice	05/14/2020	Parts	500-511-522-60-34-01	55.79
	793952	Parts	Invoice	05/14/2020	Parts	500-511-522-60-34-01	94.10
	793992	Parts	Invoice	05/14/2020	Parts	500-511-522-60-34-01	178.32
	794084	Parts	Invoice	05/15/2020	Parts	500-511-522-60-34-01	18.81

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	794089	Parts	Invoice	05/15/2020	Parts	500-511-522-60-34-01	75.58	
	794108	Parts	Invoice	05/15/2020	Parts	500-511-522-60-34-01	19.15	
	794147	Parts	Invoice	05/15/2020	Parts	500-511-522-60-34-01	4.10	
	794311	Parts	Invoice	05/18/2020	Parts	500-511-522-60-34-01	51.37	
	794319	Parts	Invoice	05/18/2020	Parts	500-511-522-60-34-01	19.24	
	794370	Parts	Invoice	05/18/2020	Parts	500-511-522-60-34-01	207.45	
	794450	Parts	Invoice	05/19/2020	Parts	500-511-522-60-34-01	6.54	
	794487	Parts	Invoice	05/19/2020	Parts	500-511-522-60-34-01	174.15	
	794491	Parts	Invoice	05/19/2020	Parts	500-511-522-60-34-01	365.90	
	794517	Parts	Invoice	05/19/2020	Parts	500-511-522-60-34-01	172.73	
	794520	Parts	Credit Memo	05/19/2020	Parts	500-511-522-60-34-01	-19.67	
	794626	Parts	Invoice	05/20/2020	Parts	500-511-522-60-34-01	19.62	
	794633	Parts	Invoice	05/20/2020	Parts	500-511-522-60-34-01	61.12	
	794648	Parts	Invoice	05/20/2020	Parts	500-511-522-60-34-01	532.72	
	794669	Parts	Invoice	05/20/2020	Parts	500-511-522-60-34-01	619.58	
	794826	Parts	Credit Memo	05/21/2020	Parts	500-511-522-60-34-01	-39.35	
	794974	Parts	Invoice	05/22/2020	Parts	500-511-522-60-34-01	238.85	
	795018	Parts	Invoice	05/22/2020	Parts	500-511-522-60-34-01	146.19	
	795311	Parts	Invoice	05/26/2020	Parts	500-511-522-60-34-01	20.76	
	795314	Parts	Invoice	05/26/2020	Parts	500-511-522-60-34-01	29.85	
	795355	Parts	Invoice	05/26/2020	Parts	500-511-522-60-34-01	80.75	
	795361	Parts	Invoice	05/26/2020	Parts	500-511-522-60-34-01	512.79	
	795394	Parts	Invoice	05/27/2020	Parts	500-511-522-60-34-01	32.78	
	795506	Parts	Invoice	05/27/2020	Shop Supply	500-511-522-60-31-05	25.31	
	795522	Parts	Invoice	05/27/2020	Parts	500-511-522-60-34-01	167.48	
	795545	Parts	Invoice	05/28/2020	Parts	500-511-522-60-34-01	92.37	
	795552	Parts	Invoice	05/28/2020	Parts	500-511-522-60-34-01	21.82	
	795556	Parts	Invoice	05/28/2020	Parts	500-511-522-60-34-01	136.29	
	795559	Parts	Invoice	05/28/2020	Parts	500-511-522-60-34-01	6.53	
	795585	Parts	Invoice	05/28/2020	Parts	500-511-522-60-34-01	15.94	
	795728	Parts	Invoice	05/29/2020	Parts	500-511-522-60-34-01	3.92	
	795752	Parts	Invoice	05/29/2020	Parts	500-511-522-60-34-01	118.01	
	795771	Parts	Invoice	05/29/2020	Parts	500-511-522-60-34-01	8.75	
	795830	Parts	Invoice	05/29/2020	Parts	500-511-522-60-34-01	90.90	
0381	MONROE UPHOLSTERY	20-01501					163.95	
	7475	Parts	Invoice	04/24/2020	Parts	500-511-522-60-34-01	163.95	
0382	MOTOR TRUCKS INC	20-01502					62.71	
	ME162398	Parts	Invoice	05/15/2020	Parts	500-511-522-60-34-01	62.71	

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	Payable Number	Payable Description					Distribution Amount
0387	MUNICIPAL EMERGENCY SERVIC	20-01503					35,895.57
	CM117320	Boots	Credit Memo	06/07/2019	Boots	303-504-522-20-35-04	-392.40
	IN1343882	Boots	Invoice	05/23/2019	Boots	303-504-522-20-35-04	820.82
	IN1385486	Hose Nozzle	Invoice	10/09/2019	Hose Nozzle	001-504-522-20-35-00	333.83
	IN1458516	Hose	Invoice	06/13/2020	Hose	303-504-522-20-35-00	8,983.30
	IN1458517	Hose	Invoice	05/14/2020	Hose	303-504-522-20-35-00	24,727.74
	IN1458522	Tool adapters for our RIC packs	Invoice	05/14/2020	Tool adapter, Red Blocks	001-504-522-20-31-03	1,217.72
	IN1462356	Bunker Gear Suspenders	Invoice	05/27/2020	Bunker Gear Suspenders	303-504-522-20-35-04	204.56
0413	NORTH COAST ELECTRIC COMPA	20-01504					248.74
	S010097395.001	Parts	Invoice	05/12/2020	Parts	500-511-522-60-34-01	248.74
1673	NORTH SOUND PRODUCTIONS	20-01505					1,598.51
	SNOCO-FD7-2020-11	Communication Video - COVID	Invoice	05/25/2020	Communication Video - COVID	001-502-522-10-41-01	1,598.51
0424	NORTHWEST SAFETY CLEAN	20-01506					702.64
	20-27224	Turnout Gear Cleaner	Invoice	05/29/2020	Turnout Gear Cleaner	001-504-522-20-31-10	702.64
1549	NRS	20-01507					212.79
	890641	Tactical gloves - WRT	Invoice	05/18/2020	Tactical gloves - WRT	001-504-522-20-31-03	212.79
0434	OFFICE DEPOT	20-01508					425.77
	502181439001	Office Supplies	Invoice	05/29/2020	Ink	001-502-522-10-31-00	425.77
0451	PACIFIC POWER BATTERIES	20-01509					195.22
	17120074	Parts	Invoice	04/15/2020	Parts	500-511-522-60-34-01	195.22
1916	PRAXAIR DISTRIBUTION INC	20-01510					32.16
	96747902	Shop Supply	Invoice	05/21/2020	Shop Supply	500-511-522-60-31-05	32.16
0477	PRO COMM	20-01511					403.88
	MON SVC283326	Fire Alarm Monitoring - Admin	Invoice	05/20/2020	Fire Alarm Monitoring - Admin	001-507-522-50-41-00	25.82
						300-507-522-50-41-00	77.48
	SVC283507	Annual Fire Inspection - ST 32	Invoice	06/01/2020	Annual Fire Inspection - ST 32	001-507-522-50-48-00	300.58
0479	PROFESSIONAL BUILDING SERVIC	20-01512					3,661.38
	10004	Janitorial Services - Admin Building	Invoice	06/01/2020	Janitorial Services - Admin Building	001-507-522-50-41-00	543.38
	10005	Janitorial Service - ST 31	Invoice	06/01/2020	Janitorial Service - ST 31	001-507-522-50-41-00	587.50
	10006	Janitorial Service - DSHS	Invoice	06/01/2020	Janitorial Service - DSHS	300-507-522-50-41-00	2,530.50
0483	PUGET SOUND ENERGY	20-01513					113.27
	ST77APRMAY20	Natural Gas - ST 77	Invoice	05/18/2020	Natural Gas - ST 77	001-507-522-50-47-03	113.27
0483	PUGET SOUND ENERGY	20-01514					145.13
	ST72APRMAY20	Natural Gas - ST 72	Invoice	05/18/2020	Natural Gas - ST 72	001-507-522-50-47-03	145.13
0483	PUGET SOUND ENERGY	20-01515					96.44
	ST76APRMAY20	Natural Gas - ST 76	Invoice	05/18/2020	Natural Gas - ST 76	001-507-522-50-47-03	96.44

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Vendor #	Vendor Name	Docket/Claim #	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
	Payable Number	Payable Description					Distribution Amount
0484	PURCELL TIRE & SERVICE CENTE	20-01516					4,868.73
	24237144	Parts	Invoice	05/07/2020	Parts	500-511-522-60-34-01	1,408.78
	24237250	Parts	Invoice	05/05/2020	Parts	500-511-522-60-34-01	926.33
	24237651	Parts	Invoice	05/18/2020	Parts	500-511-522-60-34-01	424.51
	24237786	Parts	Invoice	05/20/2020	Parts	500-511-522-60-34-01	2,109.11
0494	REPUBLIC SERVICES #197	20-01517					204.00
	0197-002626491	Yard Waste - ST 81	Invoice	05/31/2020	Yard Waste - ST 81	001-507-522-50-47-04	204.00
0494	REPUBLIC SERVICES #197	20-01518					61.61
	0197-002626445	Recycling - ST 32	Invoice	05/31/2020	Recycling - ST 32	001-507-522-50-47-04	61.61
0494	REPUBLIC SERVICES #197	20-01519					291.98
	0197-002625234	Refuse - ST 31	Invoice	05/31/2020	Refuse - ST 31	001-507-522-50-47-04	249.09
						500-511-522-50-47-01	42.89
0494	REPUBLIC SERVICES #197	20-01520					402.75
	0197-002625992	Recycling - ST 31	Invoice	05/31/2020	Recycling - ST 31	001-507-522-50-47-04	343.59
						500-511-522-50-47-01	59.16
0494	REPUBLIC SERVICES #197	20-01521					239.30
	0197-002626018	Refuse - Admin Building	Invoice	05/31/2020	Refuse - Admin Building	001-507-522-50-47-04	59.82
						300-507-522-50-47-00	179.48
0494	REPUBLIC SERVICES #197	20-01522					100.44
	0197-002626088	Refuse - ST 32	Invoice	05/31/2020	Refuse - ST 32	001-507-522-50-47-04	100.44
0501	RICOH USA, INC.	20-01523					52.82
	1085342479	Ink	Invoice	05/19/2020	Ink	001-502-522-10-31-00	52.82
0501	RICOH USA, INC.	20-01524					481.04
	103700871	Copy Machine - Admin	Invoice	05/22/2020	Copy Machine - Admin - Lease	001-512-522-10-45-00	232.88
					Copy Machine - Admin - Usage	001-502-522-10-31-00	248.16
2006	SANISTRIDE LLC	20-01525					10,369.50
	2051A	SaniStride Mat System	Invoice	05/27/2020	SaniStride 1' Mat System w/Insert	001-504-522-20-35-00	10,369.50
1896	SECURE PACIFIC CORPORATION	20-01526					492.00
	259708	Fire Alarm Monitoring - ST 82 & ST 83	Invoice	06/01/2020	Fire Alarm Monitoring - ST 82 & ST 83	001-507-522-50-41-00	492.00
0543	SIKORA ASSOCIATES LLC	20-01527					800.00
	5-26-20	Name Research Survey	Invoice	05/26/2020	Name Research Survey	001-502-522-10-41-01	800.00
1547	SNOHOMISH COUNTY 911	20-01528					100,070.58
	2533	Managed Laptop Lease	Invoice	06/01/2020	Managed Laptop Lease	303-504-522-20-45-03	2,027.00
						303-509-522-20-45-00	3,012.79
	2554	Dispatch Services	Invoice	06/01/2020	Dispatch Services	001-504-528-00-41-00	18,802.75
						001-509-528-00-41-00	75,211.02
	2595	EPCR	Invoice	06/01/2020	EPCR	001-509-522-20-41-03	1,017.02

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	Payable Number	Payable Description					Distribution Amount
1536	SNOHOMISH COUNTY FIRE DIST	20-01529					160,122.02
	5/28/20	Apparatus Maintenance	Invoice	05/28/2020	Apparatus Maintenance - EMS	001-509-522-20-48-02	50,963.03
					Apparatus Maintenance - Suppression	001-504-522-20-48-01	109,158.99
1536	SNOHOMISH COUNTY FIRE DIST	20-01530					491.14
	6248	Driving Record - Harrott	Invoice	05/29/2020	Driving Record - Harrott	001-502-522-10-49-06	13.00
	6249	Transport Refund	Invoice	05/29/2020	Transport Refund	001-509-589-26-49-00	52.96
	6251	EMS Transport Refund	Invoice	05/29/2020	EMS Transport Refund	001-509-589-26-49-00	21.00
	6252	Transport Refund	Invoice	05/29/2020	Transport Refund	001-509-589-26-49-00	57.71
	6253	Transport Refund	Invoice	05/29/2020	Transport Refund	001-509-589-26-49-00	69.19
	6254	EMS Transport Refund	Invoice	06/02/2020	EMS Transport Refund	001-509-589-26-49-00	277.28
1536	SNOHOMISH COUNTY FIRE DIST	20-01531					704.76
	EXCISE TAX MAY 20	Excise Tax - May 2020	Invoice	05/31/2020	Excise Tax - May 2020	001-504-522-20-31-10	6.45
					Excise Tax - May 2020	001-504-522-20-48-02	152.65
					Excise Tax - May 2020	001-504-522-20-48-03	178.78
					Excise Tax - May 2020	001-505-522-30-31-00	5.96
					Excise Tax - May 2020	001-507-522-50-35-00	7.89
					Excise Tax - May 2020	001-509-522-20-35-00	17.86
					Excise Tax - May 2020	001-509-522-30-31-02	234.15
					Excise Tax - May 2020	500-511-522-60-34-01	101.02
1550	SNOHOMISH COUNTY PLANNING	20-01532					669.50
	I000529513	Fire Investigation Service	Invoice	05/11/2020	Fire Investigation Service	001-505-522-30-41-00	334.75
	I000529514	Fire Investigation Service	Invoice	05/11/2020	Fire Investigation Service	001-505-522-30-41-00	334.75
0565	SNOHOMISH COUNTY PUD	20-01533					205.99
	141612824	Power - ST 73 -	Invoice	05/14/2020	Power - ST 73	001-507-522-50-47-01	205.99
0565	SNOHOMISH COUNTY PUD	20-01534					1,038.78
	121880962	Power - ST 71 -	Invoice	05/27/2020	Power - ST 71	001-507-522-50-47-01	1,038.78
0565	SNOHOMISH COUNTY PUD	20-01535					1,778.44
	157985239	Power - ST 31	Invoice	05/18/2020	Power - ST 31	001-507-522-50-47-01	1,517.19
						500-511-522-50-47-01	261.25
0565	SNOHOMISH COUNTY PUD	20-01536					146.60
	148241869	Power - ST 74 -	Invoice	05/20/2020	Power - ST 74	001-507-522-50-47-01	146.60
0565	SNOHOMISH COUNTY PUD	20-01537					1,075.47
	118564191	Power - ST 82	Invoice	05/15/2020	Power - ST 82	001-507-522-50-47-01	1,075.47
0565	SNOHOMISH COUNTY PUD	20-01538					230.66
	121881772	Power - ST 83	Invoice	05/28/2020	Power - ST 83	001-507-522-50-47-01	230.66
0565	SNOHOMISH COUNTY PUD	20-01539					218.29
	128479989	Power - ST 32 -	Invoice	05/21/2020	Power - ST 32	001-507-522-50-47-01	218.29

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0565	SNOHOMISH COUNTY PUD 100430157	20-01540 Power - Admin Building	Invoice	05/18/2020	Power - Admin Building	001-507-522-50-47-01 300-507-522-50-47-00	1,659.55 414.89 1,244.66
0565	SNOHOMISH COUNTY PUD 151541021	20-01541 Power - ST 33 -	Invoice	05/21/2020	Power - ST 33	001-507-522-50-47-01	690.54 690.54
1884	SNOHOMISH FURNACE & AIR LLC ST71FEB20	20-01542 Replace radiant tube heater - ST 71	Invoice	02/28/2020	Replace radiant tube heater - ST 71	001-507-522-50-48-00	3,439.80 3,439.80
0567	SNURE LAW OFFICE MAY2020	20-01543 Attorney Services	Invoice	06/01/2020	Attorney Services Labor Attorney Services	001-512-522-10-41-03 001-512-522-10-41-00	3,725.00 2,987.50 737.50
0572	SPEEDWAY CHEVROLET 122593 122680 122716 122805	20-01544 Parts Parts Parts Parts	Invoice Invoice Invoice Invoice	04/30/2020 05/06/2020 05/08/2020 05/16/2020	Parts Parts Parts Parts	500-511-522-60-34-01 500-511-522-60-34-01 500-511-522-60-34-01 500-511-522-60-34-01	1,412.00 1,161.38 100.05 106.90 43.67
0580	STATE OF WA DEPARTMENT OF 600355392MAY20	20-01545 Excise Tax May 2020 - 600-355-392	Invoice	05/31/2020	Excise Tax May 2020 - 600-355-392	611-512-589-00-00-00	704.76 704.76
1614	STEVE GUPTILL INV02473 INV02474	20-01546 Tech Rescue Truck Inspection Per Dlem Reimbursemen Tech Rescue Truck Inspection Airfare Reimburse Gup	Invoice Invoice Invoice	06/02/2020 06/03/2020	Tech Rescue Truck Inspection Per Dlem Reimbursemen Tech Rescue Truck Inspection Airfare Reimburse Gup	001-507-522-10-43-00 001-507-522-10-43-00 001-507-522-10-43-00	456.70 152.50 304.20
1934	SUBURBAN PROPANE LP ST83MAY20	20-01547 Propane - ST 83	Invoice	05/21/2020	Propane - ST 83	001-507-522-50-47-03	1,203.64 1,203.64
1624	THYSSENKRUPP ELEVATOR CORP 3005264550	20-01548 Elevator Maintenance - Admin Building	Invoice	06/01/2020	Elevator Maintenance - Admin Building	001-507-522-50-48-00 300-507-522-50-48-00	897.70 224.42 673.28
0603	TOWN & COUNTRY TRACTOR INC 157887	20-01549 Parts	Invoice	05/05/2020	Parts	500-511-522-60-34-01	13.12 13.12

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	Payable Number	Payable Description					Distribution Amount
0610	TRUE NORTH EMERGENCY EQUI	20-01550					3,351.25
	04549	Parts	Invoice	04/08/2020	Parts	500-511-522-60-34-01	78.11
	A02937	Parts	Invoice	08/22/2019	Parts	500-511-522-60-34-01	407.55
	A03586	Parts	Invoice	12/02/2019	Parts	500-511-522-60-34-01	38.51
	A03597	Parts	Invoice	12/04/2019	Parts	500-511-522-60-34-01	140.79
	A03682	Parts	Invoice	12/17/2019	Parts	500-511-522-60-34-01	113.54
	A04000	Parts	Invoice	01/29/2020	Parts	500-511-522-60-34-01	180.74
	A04391	Parts	Invoice	03/20/2020	Parts	500-511-522-60-34-01	59.06
	A04565	Parts	Invoice	04/10/2020	Parts	500-511-522-60-34-01	663.89
	A04674	Parts	Invoice	04/23/2020	Parts	500-511-522-60-34-01	483.77
	A04694	Parts	Invoice	04/24/2020	Parts	500-511-522-60-34-01	142.30
	A04718	Parts	Invoice	04/28/2020	Parts	500-511-522-60-34-01	756.87
	A04771	Parts	Invoice	05/05/2020	Parts	500-511-522-60-34-01	44.23
	A04817	Parts	Invoice	05/12/2020	Parts	500-511-522-60-34-01	173.45
	A04833	Parts	Invoice	05/13/2020	Parts	500-511-522-60-34-01	68.44

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Vendor #	Payable Number	Payable Description					Distribution Amount
0624	US BANK	20-01551					20,289.17
	MAY2020	US BANK Charges - May 2020	Invoice	05/25/2020	Active 911 Subscriptions	001-512-522-10-49-04	124.93
					Active 911 Subscriptions	001-512-522-10-49-04	782.15
					Admin POD Mirror	001-507-522-50-35-00	77.65
					Antennas for New Battalion Rigs	301-504-594-22-64-02	396.56
					Auto Extrication Tools	001-504-522-20-35-00	52.94
					Badge - Dorsey	001-504-522-20-31-07	171.00
					Badges - Nuttbrock, Squire	001-504-522-20-31-07	261.00
					Biohazard Disposal	001-509-522-20-41-06	317.15
					Books - Schoof	001-506-522-45-34-00	41.53
					Books - Schoof	001-506-522-45-34-00	29.72
					Calendar Wiz Subscription	001-512-522-10-41-04	26.00
					Career Firefighter Interview Lunch	001-502-522-10-49-06	68.83
					Career Firefighter Interview Process	001-502-522-10-49-06	47.32
					Cleaning Supplies	001-507-522-50-31-00	72.53
					Coffee Carafe	001-507-522-50-35-00	62.02
					Coveralls - COVID	001-509-522-30-31-02	644.48
					Decal Remover Cleaner	001-504-522-20-48-01	79.76
					Digital Male Connectors	001-512-522-10-35-00	26.56
					Dishes - ST 74	001-507-522-50-35-00	160.03
					Dishes & Pans	001-507-522-50-35-00	607.00
					Dishes Return	001-507-522-50-35-00	-79.32
					Dry Erase Pens	001-502-522-10-31-00	14.24
					ESRI Training - Sexton	001-505-522-45-49-02	1,400.00
					Extension Cord	001-504-522-20-35-00	120.23
					Eye Protection - COVID	001-509-522-30-31-02	36.58
					Fast Field Mobile App	001-505-522-30-49-04	595.00
					Fire Code Books	001-505-522-30-35-00	293.74
					Force Entry, Ladder, Search & Vent Reg	001-506-522-45-49-02	875.00
					Fuel	001-504-522-20-32-00	60.84
					Fuel	001-504-522-20-32-00	57.27
					Fuel	001-504-522-20-32-00	63.43
					Glucometer Batteries	001-509-522-20-48-01	28.40
					Good to Go	001-509-522-20-49-01	2.75
					Good to Go Replenishment	001-509-522-20-49-02	30.00
					Grill Cover - ST 32, Screen	001-507-522-50-35-00	53.49
					Headsets	001-506-522-45-31-03	517.40
					HEPA Filters	001-507-522-50-48-00	179.57
					Hitch Step, Hitch Receiver, Flag	001-507-522-50-35-00	56.15
					ICC Subscription	001-505-522-30-49-02	1.75
					Internet - Paramedic Apartment	001-506-522-45-49-37	69.88
					Keyboards	001-512-522-10-35-00	65.56
					Keycard Lanyards	001-509-522-20-35-00	362.08

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Vendor #	Vendor Name	Docket/Claim #	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
	Payable Number	Payable Description					Distribution Amount
	MAY2020	US BANK Charges - May 2020	Invoice	05/25/2020	Kitchen Supplies - ST 32	001-507-522-50-35-00	255.69
					Ladder Hooks	001-504-522-20-48-08	38.27
					Letter Mailing -	001-505-522-30-42-00	2.40
					Light Return	001-504-522-20-35-00	-11.24
					Long Call Dinner	001-504-522-20-49-04	91.64
					Measuring Wheel	001-506-522-45-35-00	135.06
					Metronome Battery	001-509-522-20-48-01	7.54
					Metronomes	001-509-522-20-48-04	88.20
					MISC IT	001-512-522-10-35-00	7.53
					New Hire Binders	001-502-522-10-31-00	28.02
					Notebooks & Dividers	001-506-522-45-49-41	274.79
					Office Chairs	001-507-522-50-35-00	262.30
					Oxygen Trauma Bag	001-509-522-20-35-00	99.99
					Oxygen Trauma Bag	001-509-522-20-35-00	99.99
					Paramedic School Test - Lunch	001-506-522-45-49-37	150.98
					Parking Lot Clean Up Dump Fee - ST 71	001-506-522-45-49-16	20.00
					Part Time Firefighter First Day Lunch	001-506-522-45-49-41	57.47
					Part Time Firefighter First Day Lunch	001-506-522-45-49-41	370.14
					Parts	500-511-522-60-34-01	164.47
					Parts	500-511-522-60-34-01	163.52
					Parts	500-511-522-60-34-01	14.20
					Parts	500-511-522-60-34-01	82.39
					Parts	500-511-522-60-34-01	144.69
					Parts	500-511-522-60-34-01	151.30
					Parts	500-511-522-60-34-01	31.24
					Parts	500-511-522-60-34-01	60.09
					Parts	500-511-522-60-34-01	13.07
					Parts	500-511-522-60-34-01	500.00
					Pinnacle Registration Reimburse - Clinton	001-506-522-45-49-02	-1,275.00
					Plan Review Software	001-505-522-30-49-04	489.67
					Plan Review Software	001-505-522-30-49-04	489.67
					Pots & Pans - ST 74	001-507-522-50-35-00	437.18
					ProofHub Monthly Subscription	001-505-522-30-49-04	99.00
					Propane - ST 31	001-507-522-50-47-03	65.48
					Propane Gas Hose	001-507-522-50-35-00	81.21
					Refund - WFCA Conference Hotel	001-506-522-45-43-00	-145.46
					Refund - WFCA Conference Hotel	001-506-522-45-43-00	-151.76
					Refund - WFCA Conference Hotel	001-506-522-45-43-00	-59.13
					Refund - WFCA Conference Hotel	001-506-522-45-43-00	-87.19
					Refund - WFCA Conference Hotel	001-506-522-45-43-00	-44.71
					Refund - WSFCR Dues	001-502-522-10-49-01	-599.00
					Reimburse Medicare Fee	001-502-522-10-49-01	-595.00
					Rental Car - Tech Rescue Inspection	001-504-522-20-43-00	70.55

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	MAY2020	US BANK Charges - May 2020	Invoice	05/25/2020	Saw Repair	001-504-522-20-48-02	10.87
					Septic Tank Repair - ST 32	001-507-522-50-48-00	177.59
					Shock for Stair Chair	001-509-522-20-48-01	158.45
					Shop Hydration	500-511-522-60-31-04	23.28
					Sound Bar - ST 81	001-507-522-50-35-00	98.36
					ST 71 Training Prop Materials	001-506-522-45-49-20	81.87
					Station Supplies	001-507-522-50-31-00	284.78
					Stryker - Charged to Wrong District - R	001-509-522-30-31-02	102.08
					Supplies for Part Time Academy	001-506-522-45-49-41	30.74
					Surplus Storage - ST 71	001-507-522-50-45-00	321.96
					Thermometer Filters	001-509-522-30-31-02	32.30
					Thermometer Filters	001-509-522-30-31-02	96.90
					Tub Repair - ST 33	001-507-522-50-48-00	22.41
					Tuition - Schoof	001-506-522-45-49-10	95.26
					Tuition - Schoof	001-506-522-45-49-10	3,969.00
					Urisa Dues - Sexton	001-505-522-30-49-02	195.00
					USFCR Application Fee	001-502-522-10-49-01	599.00
					Vehicle Accident Repair	001-504-522-20-49-04	399.67
					Video Editing Software - MSO	001-509-522-20-41-01	39.95
					Vitamix Blenders	001-507-522-50-35-00	1,639.45
					Wall Panels	001-507-522-50-35-00	470.65
					Wall Panels Returned	001-507-522-50-35-00	-470.65
					Water Filters - ST 71	001-507-522-50-35-00	114.49
					Water Filters - ST 71 Returned	001-507-522-50-35-00	-114.49
					Water Filters ST 71	001-507-522-50-35-00	36.67
					Water on Fire Registration - Edmundson	001-506-522-45-49-02	450.00
					Wax	001-504-522-20-48-01	22.62
					Web Camera's	001-512-522-10-35-00	468.51
1569	US BANK VOYAGER MAY2020	20-01552 Fuel	Invoice	06/01/2020	Fuel - EMS	001-509-522-20-32-00	9,711.71
					Fuel - Shop	500-511-522-60-32-00	4,808.82
					Fuel - Suppression	001-504-522-20-32-00	94.07
2005	VELOCITYEHS 219711	20-01553 MSDSOnline Software	Invoice	05/20/2020	MSDSOnline Software Suite	001-510-522-20-41-07	4,808.82
							5,369.82
0633	VERIZON WIRELESS 9854669079	20-01554 MIFI	Invoice	05/15/2020	MIFI	001-509-522-20-41-04	2,350.66
							2,350.66

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0633	VERIZON WIRELESS 9855427691	20-01555 District Cell Phone -	Invoice	05/25/2020	District Cell Phone - Admin	001-502-522-10-42-00	1,281.61
					District Cell Phone - Commissioners	001-501-522-10-49-04	263.52
					District Cell Phone - EMS	001-509-522-20-42-01	70.03
					District Cell Phone - Facilities	001-507-522-50-42-00	284.60
					District Cell Phone - Prevention	001-505-522-30-42-00	56.92
					District Cell Phone - Shop	001-505-522-30-42-00	156.50
					District Cell Phone - Shop	500-511-522-60-42-00	56.92
					District Cell Phone - Suppression	001-504-522-20-42-00	336.20
					District Cell Phone - Training	001-506-522-45-42-00	56.92
0633	VERIZON WIRELESS 9854669080	20-01556 District Cell Phone -	Invoice	05/15/2020	District Cell Phone - Admin	001-502-522-10-42-00	2,638.08
					District Cell Phone - Commissioners	001-501-522-10-49-04	243.38
					District Cell Phone - EMS	001-509-522-20-42-01	49.39
					District Cell Phone - Facilities	001-507-522-50-42-00	469.92
					District Cell Phone - Finance	001-503-522-10-42-00	181.67
					District Cell Phone - Prevention	001-505-522-30-42-00	94.46
					District Cell Phone - Shop	001-505-522-30-42-00	239.75
					District Cell Phone - Shop	500-511-522-60-42-00	145.26
					District Cell Phone - Suppression	001-504-522-20-42-00	969.84
					District Cell Phone - Training	001-506-522-45-42-00	239.77
					Logisitics Phone	001-507-522-50-35-00	4.64
0633	VERIZON WIRELESS 9855362580	20-01557 Crew Phones	Invoice	05/25/2020	Crew Phones	001-504-522-20-42-00	14.69
0648	WASTE MANAGEMENT NORTHV 0363111-2677-9	20-01558 Refuse - ST 76	Invoice	06/01/2020	Refuse - ST 76	001-507-522-50-47-04	117.37
0648	WASTE MANAGEMENT NORTHV 03651409-2677-6	20-01559 Refuse - ST 33	Invoice	06/01/2020	Refuse - ST 33	001-507-522-50-47-04	206.94
0648	WASTE MANAGEMENT NORTHV 8912266-4968-1	20-01560 Recycle & Refuse - ST 83	Invoice	06/01/2020	Recycle & Refuse - ST 83	001-507-522-50-47-04	157.30
0648	WASTE MANAGEMENT NORTHV 0363572-2677-2	20-01561 Recycle - Admin	Invoice	06/01/2020	Recycle - Admin	001-507-522-50-47-04	276.84
						300-507-522-50-47-00	69.21
							207.63
0648	WASTE MANAGEMENT NORTHV 0363481-2677-6	20-01562 Recycle - ST 71	Invoice	06/01/2020	Recycle - ST 71	001-507-522-50-47-04	271.42
0648	WASTE MANAGEMENT NORTHV 0363034-2677-3	20-01563 Refuse - ST 72	Invoice	06/01/2020	Refuse - ST 72	001-507-522-50-47-04	117.27
0648	WASTE MANAGEMENT NORTHV 0363262-2677-0	20-01564 Recycle & Refuse - ST 77	Invoice	06/01/2020	Recycle & Refuse - ST 77	001-507-522-50-47-04	117.27
0648	WASTE MANAGEMENT NORTHV 0363035-2677-0	20-01565 Refuse - ST 71	Invoice	06/01/2020	Refuse - ST 71	001-507-522-50-47-04	203.69
							203.69
							186.60
							186.60

Docket of Claims Register

APPKT00441 - 6-11-20 Board Meeting - SY

Vendor #	Vendor Name	Docket/Claim #	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
	Payable Number	Payable Description					Distribution Amount
0648	WASTE MANAGEMENT NORTHV	20-01566					379.84
	8912267-4968-9	Refuse & Recycle - ST 82	Invoice	06/01/2020	Refuse & Recycle - ST 82	001-507-522-50-47-04	379.84
0648	WASTE MANAGEMENT NORTHV	20-01567					842.31
	0363177-2677-0	Recycle & Refuse - ST 74	Invoice	06/01/2020	Recycle & Refuse - ST 74	001-507-522-50-47-04	842.31
0648	WASTE MANAGEMENT NORTHV	20-01568					108.80
	0363482-2677-4	Recycle - ST 72	Invoice	06/01/2020	Recycle - ST 72	001-507-522-50-47-04	108.80
0648	WASTE MANAGEMENT NORTHV	20-01569					172.49
	0363948-2677-4	Recycle & Refuse - ST 73	Invoice	06/01/2020	Recycle & Refuse - ST 73	001-507-522-50-47-04	172.49
0648	WASTE MANAGEMENT NORTHV	20-01570					252.05
	0365141-2677-4	Recycle - ST 33	Invoice	06/01/2020	Recycle - ST 33	001-507-522-50-47-04	252.05
0648	WASTE MANAGEMENT NORTHV	20-01571					163.13
	0363483-2677-2	Recycle - ST 76	Invoice	06/01/2020	Recycle - ST 76	001-507-522-50-47-04	163.13
0651	WAVE BUSINESS	20-01572					1,024.60
	103946501-0008171	Internet - North Battalion	Invoice	05/31/2020	Internet - North Battalion	001-507-522-50-42-00	1,024.60
0651	WAVE BUSINESS	20-01573					550.23
	103086701-0008171	Fiber Optic Connection - ST 31	Invoice	05/31/2020	Fiber Optic Connection - ST 31	001-507-522-50-42-00	550.23
1887	WAXIE'S ENTERPRISES, INC	20-01574					78.83
	79202021	Station Supplies	Invoice	05/29/2020	Station Supplies	001-507-522-50-31-00	78.83
0657	WELLSPRING FAMILY SERVICES E	20-01575					470.90
	262675	Employee Assistance Program	Invoice	05/31/2020	Employee Assistance Program	001-510-522-20-20-15	470.90
0665	WHELEN ENGINEERING COMPAN	20-01576					859.76
	709831	Parts	Invoice	04/15/2020	Parts	500-511-522-60-34-01	562.68
	723815	Parts	Invoice	05/15/2020	Parts	500-511-522-60-34-01	297.08
2011	ZIPLY FIBER	20-01577					1,575.96
	NBMAY20	Phones - North Battalion	Invoice	05/16/2020	Phones - North Battalion	001-507-522-50-42-00	1,075.76
	ST33MAY20	Phones - ST 33	Invoice	05/14/2020	Phones - ST 33	001-507-522-50-42-00	214.47
	ST73MAY20	Phone Service - ST 73	Invoice	05/10/2020	Phone Service - ST 73	001-507-522-50-42-00	285.73
Total Claims: 147						Total Payment Amount:	504,848.57

Snohomish County Fire District #7

06/08/2020

Claims Voucher Summary

Page 1 of 5

Fund: General Fund #001

We the undersigned Board of Directors of the above-named governmental unit do hereby certify that the merchandise or services hereinafter specified have been received and that the vouchers identified below are approved for payment.

Date: _____

Signatures:

Voucher	Payee/Claimant	1099 Default	Amount
20-01431	AAA OF EVERETT FIRE EXTINGUISHER CO. INC.		2,501.26
20-01432	ACE HARDWARE		605.53
20-01433	ALDERWOOD WATER DISTRICT		95.72
20-01434	ALDERWOOD WATER DISTRICT		15.20
20-01435	ALL BATTERY SALES AND SERVICE		331.85
20-01436	ALL-AMERICAN LEADERSHIP		2,000.00
20-01437	ALLSTREAM BUSINESS US, INC		124.26
20-01438	ALLSTREAM BUSINESS US, INC		109.85
20-01439	ALLSTREAM BUSINESS US, INC		312.82
20-01440	ARAMARK UNIFORM SERVICES		368.41
20-01441	ASSOCIATED GLASS, INC		1,661.36
20-01442	AT&T MOBILITY		46.71
20-01443	BADGLEY'S LANDSCAPE		8,278.09
20-01444	BEAU WATSON		43.11
20-01445	BICKFORD MOTORS INC.		1,422.79
20-01446	BLANCHARD ELECTRIC & FLEET SUPPLY		72.25
20-01447	BOUND TREE MEDICAL, LLC		1,973.01
20-01448	BRAUN NORTHWEST INC		123.53
20-01449	CAMILLE TABOR		45.29
20-01450	CASCADE FIRE & SAFETY		423.70
20-01451	CENTRAL WELDING SUPPLY		1,160.59
20-01452	CHAMPION BOLT & SUPPLY		9.56
20-01453	CHINOOK LUMBER		231.84
20-01454	CHMELIK, SITKIN & DAVIS PS		137.50
20-01455	CHRISTENSEN, INC		2,420.14
20-01456	CITY OF SNOHOMISH		131.06
20-01457	CLEARFLY COMMUNICATIONS		414.51
20-01458	CLEARFLY COMMUNICATIONS		722.14
20-01459	CLEARVIEW HARDWARE		14.54
20-01460	COMCAST		150.28
20-01461	COMCAST		150.08

Page Total 26,096.98

Cumulative Total 26,096.98

Snohomish County Fire District #7

06/08/2020

Claims Voucher Summary

Page 2 of 5

Fund: General Fund #001

We the undersigned Board of Directors of the above-named governmental unit do hereby certify that the merchandise or services hereinafter specified have been received and that the vouchers identified below are approved for payment.

Date: _____

Signatures:

Voucher	Payee/Claimant	1099 Default	Amount
20-01462	COMCAST		150.30
20-01463	COMCAST		150.06
20-01464	COMDATA NETWORK, INC		4,340.40
20-01465	CONNEY SAFETY		586.64
20-01466	COURIERWEST, LLC		1,984.00
20-01467	CRESSY DOOR COMPANY, INC		7,131.15
20-01468	CREWSENSE LLC		99.99
20-01469	CUMMINS, INC		548.01
20-01470	DAVID SWEARINGEN		218.59
20-01471	DEPARTMENT GRAPHICS		2,130.12
20-01472	EMS TECHNOLOGY SOLUTIONS, LLC		1,727.00
20-01473	ERIK LIDDIATT		152.50
20-01474	EVAN ADOLF		260.42
20-01475	EVERGREEN POWER SYSTEMS, INC		7,077.03
20-01476	EVERGREEN SANITATION		9,340.57
20-01477	FREIGHTLINER NORTHWEST		1,555.26
20-01478	GALLS, LLC - DBA BLUMENTHAL UNIFORM		5,340.66
20-01479	GARY FATKIN		621.00
20-01480	GENERAL FIRE APPARATUS		1,465.17
20-01481	GITT'S SPRING CO		1,969.14
20-01482	GRAINGER		3,005.43
20-01483	GRAYBAR		134.22
20-01484	HEALTHCARE ACTUARIES LLC		4,500.00
20-01485	HI-TECH EVS, INC.		277.80
20-01486	HUGHES FIRE EQUIPMENT		1,245.39
20-01487	IMS ALLIANCE		119.14
20-01488	INDUSTRIAL COMMUNICATIONS LLC		35.52
20-01489	ISOUTSOURCE		10,603.44
20-01490	JOHN THOMAS		152.50
20-01491	KENNY'S TRUCK PARTS AND REPAIR		92.15
20-01492	KENT D. BRUCE		3,465.13
Page Total			70,478.73
Cumulative Total			96,575.71

Snohomish County Fire District #7

06/08/2020

Claims Voucher Summary

Page 3 of 5

Fund: General Fund #001

We the undersigned Board of Directors of the above-named governmental unit do hereby certify that the merchandise or services hereinafter specified have been received and that the vouchers identified below are approved for payment.

Date: _____

Signatures:

Voucher	Payee/Claimant	1099 Default	Amount
20-01493	KROESEN'S UNIFORM COMPANY		287.28
20-01494	LAKE STEVENS SEWER DISTRICT		344.00
20-01495	LEAH SCHOOF		59.60
20-01496	LIFE ASSIST INC		49.56
20-01497	LOWE'S		2,370.51
20-01498	MICHAEL FRYMIRE		74.28
20-01499	MOBILE HEALTH RESOURCES		1,001.30
20-01500	MONROE PARTS HOUSE		7,785.64
20-01501	MONROE UPHOLSTERY		163.95
20-01502	MOTOR TRUCKS INC		62.71
20-01503	MUNICIPAL EMERGENCY SERVICES, INC.		35,895.57
20-01504	NORTH COAST ELECTRIC COMPANY		248.74
20-01505	NORTH SOUND PRODUCTIONS		1,598.51
20-01506	NORTHWEST SAFETY CLEAN		702.64
20-01507	NRS		212.79
20-01508	OFFICE DEPOT		425.77
20-01509	PACIFIC POWER BATTERIES		195.22
20-01510	PRAXAIR DISTRIBUTION INC		32.16
20-01511	PRO COMM		403.88
20-01512	PROFESSIONAL BUILDING SERVICES		3,661.38
20-01513	PUGET SOUND ENERGY		113.27
20-01514	PUGET SOUND ENERGY		145.13
20-01515	PUGET SOUND ENERGY		96.44
20-01516	PURCELL TIRE & SERVICE CENTER		4,868.73
20-01517	REPUBLIC SERVICES #197		204.00
20-01518	REPUBLIC SERVICES #197		61.61
20-01519	REPUBLIC SERVICES #197		291.98
20-01520	REPUBLIC SERVICES #197		402.75
20-01521	REPUBLIC SERVICES #197		239.30
20-01522	REPUBLIC SERVICES #197		100.44
20-01523	RICOH USA, INC.		52.82

Page Total 62,151.96

Cumulative Total 158,727.67

Snohomish County Fire District #7

06/08/2020

Claims Voucher Summary

Page 4 of 5

Fund: General Fund #001

We the undersigned Board of Directors of the above-named governmental unit do hereby certify that the merchandise or services hereinafter specified have been received and that the vouchers identified below are approved for payment.

Date: _____

Signatures:

Voucher	Payee/Claimant	1099 Default	Amount
20-01524	RICOH USA, INC.		481.04
20-01525	SANISTRIDE LLC		10,369.50
20-01526	SECURE PACIFIC CORPORATION		492.00
20-01527	SIKORA ASSOCIATES LLC		800.00
20-01528	SNOHOMISH COUNTY 911		100,070.58
20-01529	SNOHOMISH COUNTY FIRE DISTRICT 7		160,122.02
20-01530	SNOHOMISH COUNTY FIRE DISTRICT 7		491.14
20-01531	SNOHOMISH COUNTY FIRE DISTRICT 7		704.76
20-01532	SNOHOMISH COUNTY PLANNING AND DEVELOPMENT		669.50
20-01533	SNOHOMISH COUNTY PUD		205.99
20-01534	SNOHOMISH COUNTY PUD		1,038.78
20-01535	SNOHOMISH COUNTY PUD		1,778.44
20-01536	SNOHOMISH COUNTY PUD		146.60
20-01537	SNOHOMISH COUNTY PUD		1,075.47
20-01538	SNOHOMISH COUNTY PUD		230.66
20-01539	SNOHOMISH COUNTY PUD		218.29
20-01540	SNOHOMISH COUNTY PUD		1,659.55
20-01541	SNOHOMISH COUNTY PUD		690.54
20-01542	SNOHOMISH FURNACE & AIR LLC		3,439.80
20-01543	SNURE LAW OFFICE		3,725.00
20-01544	SPEEDWAY CHEVROLET		1,412.00
20-01545	STATE OF WA DEPARTMENT OF REVENUE		704.76
20-01546	STEVE GUPTILL		456.70
20-01547	SUBURBAN PROPANE LP		1,203.64
20-01548	THYSSENKRUPP ELEVATOR CORPORATION		897.70
20-01549	TOWN & COUNTRY TRACTOR INC.		13.12
20-01550	TRUE NORTH EMERGENCY EQUIPMENT INC		3,351.25
20-01551	US BANK		20,289.17
20-01552	US BANK VOYAGER		9,711.71
20-01553	VELOCITYEHS		5,369.82
20-01554	VERIZON WIRELESS		2,350.66
Page Total			334,170.19
Cumulative Total			492,897.86

Snohomish County Fire District #7

06/08/2020

Claims Voucher Summary

Page 5 of 5

Fund: General Fund #001

We the undersigned Board of Directors of the above-named governmental unit do hereby certify that the merchandise or services hereinafter specified have been received and that the vouchers identified below are approved for payment.

Date: _____

Signatures:

Voucher	Payee/Claimant	1099 Default	Amount
20-01555	VERIZON WIRELESS		1,281.61
20-01556	VERIZON WIRELESS		2,638.08
20-01557	VERIZON WIRELESS		14.69
20-01558	WASTE MANAGEMENT NORTHWEST		117.37
20-01559	WASTE MANAGEMENT NORTHWEST		206.94
20-01560	WASTE MANAGEMENT NORTHWEST		157.30
20-01561	WASTE MANAGEMENT NORTHWEST		276.84
20-01562	WASTE MANAGEMENT NORTHWEST		271.42
20-01563	WASTE MANAGEMENT NORTHWEST		117.27
20-01564	WASTE MANAGEMENT NORTHWEST		203.69
20-01565	WASTE MANAGEMENT NORTHWEST		186.60
20-01566	WASTE MANAGEMENT NORTHWEST		379.84
20-01567	WASTE MANAGEMENT NORTHWEST		842.31
20-01568	WASTE MANAGEMENT NORTHWEST		108.80
20-01569	WASTE MANAGEMENT NORTHWEST		172.49
20-01570	WASTE MANAGEMENT NORTHWEST		252.05
20-01571	WASTE MANAGEMENT NORTHWEST		163.13
20-01572	WAVE BUSINESS		1,024.60
20-01573	WAVE BUSINESS		550.23
20-01574	WAXIE'S ENTERPRISES, INC		78.83
20-01575	WELLSPRING FAMILY SERVICES EAP		470.90
20-01576	WHELEN ENGINEERING COMPANY		859.76
20-01577	ZIPLY FIBER		1,575.96

Page Total 11,950.71

Cumulative Total 504,848.57

**BOARD OF FIRE COMMISSIONERS
SNOHOMISH COUNTY FIRE DISTRICT 7**
Fire District 7 Station 31 Training Room/ Via Blue Jeans
163 Village Court, Monroe, WA 98272

May 28, 2020

1730 hours

CALL TO ORDER

Chairman Waugh called the meeting to order via Blue Jeans at 1730 hours; he then passed the floor to Vice Chair Elmore who was present. Commissioners Edwards, Fay, Gagnon and Woolery were present. Commissioner Schaub, Snyder, and Steinruck attended via video conference.

AGENDA CHANGES

New Business Discussion: AGATHA Consulting Memorandum of Agreement.

New Business Discussion: Interlocal Joint Purchasing Agreement between Snohomish County Fire District #7 and City of Sedro Woolley.

New Business Discussion: Interlocal Joint Purchasing Agreement with future agencies.

UNION COMMENT

IAFF: None

Teamsters: None

CHIEFS REPORT

As presented.

Assistant Chief Silva gave a briefing on the failure of the antiquated septic system at Station 71. This is a shared mound system with Flower World in use since 1983. AC Silva reported we had a two-mound system and found the active mound has been destroyed and we will be switching to reserve mound. The pumps have been replaced and are in working condition. Contractually Flower World will share in cost of maintenance and repair.

CONSENT AGENDA

Approve Vouchers

Benefit Voucher: #20-01327 - #20-01334 (\$566,085.30)

AP Vouchers: #20-01335 - #20-01411 (\$121,526.88)

Approve Payroll

May 31, 2020: \$1,014,671.26

Approval of Minutes

Approve Regular Board Meeting Minutes – May 14, 2020

Motion to approve the Consent Agenda as submitted.

Motion by Commissioner Woolery and 2nd by Commissioner Gagnon.

On Vote, **Motion Carried 9/0.**

Correspondence

Thank you Acknowledgements
Condolences

OLD BUSINESS

Discussion

COVID-19 Update

Chief O'Brien reported no exposures.

Fire District Name

Chief O'Brien overviewed the releasing of the Name Survey results and the Culture Survey with the recommendation of bringing Dr. Sikora in to lead a workshop for the Board of Commissioners regarding the Name Survey results in deference to the Culture Survey.

Detailed Voucher Report

Chief O'Brien briefed on the addition of the detailed voucher report inclusion to the Commissioner Board Packet. Commissioner Elmore noted this would help Commissioners familiarize with new additional vendors.

Organization Health Assessment

Dr Sikora gave an overview of the Culture Survey via BlueJeans. The Culture Survey was fielded late January early February (pre COVID-19). The goal of the survey was to support the Cultural Integration team; benchmark morale and attitudes; input for early phase decision-making; and to guide Strategic Planning. Dr. Sikora's focus at this meeting was on morale, merger feedback and values.

City of Mill Creek Fire and Emergency EMS Agreement

A date of June 9th 1500 hours at Station 31 meeting room for the City of Mill Creek Joint Board Committee.

Executive Contracts

Moved to Executive Session

Shop Contract

Moved to Executive Session

Action

Resolution 2020-18 Surplus of Apparatus/Equipment

Motion to approve Resolution 2020-18 Surplus of Apparatus/Equipment as submitted.
Motion by Commissioner Woolery and 2nd by Commissioner Fay.
On Vote, **Motion Carried 9/0.**

NEW BUSINESS

Discussion

AGATHA Consulting

Motion to move this discussion to an Action Item to approve AGATHA Consulting memorandum of agreement as submitted.
Motion by Commissioner Woolery and 2nd by Commissioner Fay

On Vote, **Motion Carried 9/0.**

Interlocal Joint Purchasing Agreement with City of Sedro Woolley and future agencies.

Chief O'Brien explained the benefits of having a Joint Purchasing Agreement with other agencies. Chief anticipated the addition of more agencies coming aboard in the future and asked Board Members to allow him to approve and then report to the Board of Commissioners. He also thanked Chief Dorsey for his work on this project.

Motion to move this discussion to an Action Item to approve Interlocal Joint Purchasing with Sedro Woolley agreement as submitted.

Motion by Commissioner Woolery and 2nd by Commissioner Fay.

On Vote, **Motion Carried 9/0.**

Motion to move this discussion to an Action Item to approve Interlocal Joint Purchasing with future agencies agreement as submitted.

Motion by Commissioner Woolery and 2nd by Commissioner Fay.

On Vote, **Motion Carried 9/0.**

Cathcart Facility Contract - Training

Chief O'Brien outlined the renewal of the Cathcart Training Facility with an option to extend at the end of 2020. Chief O'Brien recommends approval.

Contract for ESO Tablets

Chief O'Brien noted our tablets for EMS documenting need to be replaced. Deputy Chief Rasmussen overview the process of the proposed purchase through Dell. Dell has offered lease to own over four years allowing us to replace 30 tablets.

All American Leadership LLC

Chief O'Brien stated we have engaged the services of All American Leadership LLC. This is in partnership with South Snohomish County, Marysville, Arlington, and North County. This leadership training is filling a gap created by the cancellation of leadership conferences due to COVID-19. The cost is within our training budget and has been offered to all personnel. We can opt out of this agreement at any time.

Action

COMMISSIONER COMMITTEE REPORTS

Joint Fire Board with Mill Creek (Elmore / Fay / Waugh):

Finance Committee (Elmore / Snyder / Waugh / Woolery):

Policy Committee (Elmore / Edwards / Schaub / Woolery):

Labor/Management (Waugh / Fay): Commissioner Elmore briefed the Commissioners on the meeting held with Shop personnel, Executive Staff and Chief O'Brien. He stated there was a lot of discussion and there will be action after the Executive Session.

Contract Bargaining (Waugh / Fay): TBD

Shop Committee (Edwards / Gagnon / Snyder / Woolery):

Strategic Plan Committee (Fay / Schaub / Snyder / Steinruck):

Capital Facilities Committee (Gagnon / Schaub / Snyder / Woolery):

Government Liaisons:

Lake Stevens (Gagnon / Steinruck):

Monroe (Edwards / Snyder / Woolery):
 Mill Creek (Elmore / Fay / Waugh):
 Legislative (Elmore / Schaub)

OTHER MEETINGS ATTENDED

Snohomish County 911 (Waugh): Commissioner Waugh has been appointed to the Snohomish County Emergency System and Facility advisory board. Commissioner Waugh noted there has been a change order: Sno 911 are moving forward with Motorola and dropping the original RFP regarding the multi-ban system.
 Regional Coordination
 Leadership Meeting (Fay / Schaub): ~~June 3, 2020~~. Station 71 0900 – 1200. Changed to June 10, 2020.
 Sno-Isle Commissioner Meeting

GOOD OF THE ORDER

Commissioner Elmore recognized the phenomenal job being done by all especially during this time of COVID-19. Continued thanks for all that is being done.

ATTENDANCE CHECK

Regular Commissioner Meeting, Thursday June 11, 2020 at 1730 - Station 31 Training Room/BlueJeans

EXECUTIVE SESSION

At 1934 hours Vice Commissioner Elmore called for an executive session to discuss staff contracts per RCW 42.30.110(1)(g) and IAFF contract RCW 42.30.140(4) for thirty (30) minutes. Chief O'Brien and District Attorney Brian Snure also attended the executive session.

Vice Chairman Elmore reconvened the open public meeting at 20:04 hours.

Motion to approve Shop contract as submitted.
 Motion by Commissioner Woolery and 2nd by Commissioner Fay.
 On Vote, **Motion Carried 9/0**

Motion to amend Deputy Chief Scott Dorsey's Contract as submitted.
 Motion by Commissioner Fay and 2nd by Commissioner Woolery.
 On Vote, **Motion Carried 9/0**

Motion to approve Chief O'Brien's contract as submitted.
 Motion by Commissioner Woolery and 2nd by Commissioner Gagnon.
 On Vote, **Motion Carried 9/0**

Multiple Commissioner participated in a discussion on the necessities of creating a Naming sub-committee. Conclusion was determined to present the vote to the board as is and there will be no sub-committee.

ADJOURNMENT

Vice Chairman Elmore adjourned the meeting at 20:21 hours.

Snohomish County Fire District #7

Commissioner Randy Fay

Commissioner Rick Edwards

Vice Chairman Troy Elmore

Commissioner Paul Gagnon

Commissioner Jeff Schaub

Commissioner William Snyder

Commissioner Jim Steinruck

Chairman Roy Waugh

Commissioner Randal Woolery

Chief Kevin K. O'Brien

CORRESPONDENCE



Fire fighters,

Thank you for coming.
 Thank you for the helmet.
 My favorite part of the
 fire engine was standing
 on the front and the
 red lights. *f L D S O N*

Thank you for making our son's 3rd
 birthday so special!

Love, Brett and Becky Selby



THANK YOU

HELLO MARKE FIRE FIGHTERS,

I WANTED TO TELL YOU I THINK YOU FOR YOUR
 HELP FOR OUR APARTMENT WHEN IT FLOODED ON SATURDAY.
 I WAS SO GRATEFUL FOR YOU ALL COMING SO QUICKLY, AND
 NOT ONLY THAT, ONE OF THE FIRE FIGHTERS GET MY DAUGHTER
 AND A HOTEL ROOM FOR THE NIGHT, AND IT WAS A
 NICE HOTEL, SO THINK YOU SO VERY MUCH!

Sincerely,
 Victoria J. HVA

44
TO All of SCFD 7,

my heart breaks for all of you
and Fireman Marcus Carroll's
family.

Today and always,
may loving memories
bring you strength,
comfort, and peace.

All of you shall be in my
thoughts and prayers during this
difficult time.

wishing everyone moments of
peace in the coming days.

Stay strong friends.

my deepest
condolences,
Lindsay Inman

In Deepest
Sympathy



In Deepest
Sympathy

Deepest Condolences



Dear District 7,

Sending you all our
heartfelt condolences for
the tragic loss of
FF Carroll. We are
thinking of you and his
family during this
difficult time.

Sincerely,

Jenn & the Systems Design
West team

OLD BUSINESS - DISCUSSION

PERSONAL SERVICES AGREEMENT

This **PERSONAL SERVICES AGREEMENT**, with all the General Conditions and Exhibits attached hereto, which are incorporated herein by this reference (the "Agreement"), is made and entered into by and between **SNOHOMISH COUNTY FIRE DISTRICT #7** (the "District") and **FITCH & ASSOCIATES, LLC** ("Consultant") on the date of the last signature below. For and in consideration of the Compensation noted below, subject to the terms and conditions contained herein, Consultant agrees to perform the following work (the "Work") pursuant to the terms and conditions of this Agreement.

1. Work. Consultant agrees to perform the following Work in accordance with all applicable laws, codes, and industry standards as described in **Exhibit A**, which is incorporated herein. In the event of a conflict between any provision of the General Conditions and Exhibit A, the General Conditions prevail.

2. Compensation. The District shall pay Consultant the lump sum of **forty-nine thousand nine hundred fifty-five dollars (\$49,955)** for all Work completed in conformance with this Agreement. The District shall make four (4) equal payments of twelve-thousand four hundred ninety-eight dollars and seventy-five cents (\$12,498.75) for each of the following milestones completed to the District's satisfaction:

- Effective Date of this Agreement.
- Delivery of acceptable Data Report.
- Delivery of acceptable GIS Report.
- Delivery of acceptable SOC Report.

The acceptability of the reports shall be within the sole discretion of the District.

3. Term. The term of this Agreement shall commence with the execution of this document and will terminate when all tasks associated with the scope of services herein and as modified by written Amendment have been completed by Consultant. This Agreement may be extended for multiple terms at the sole discretion of the District. If so extended, all of the terms and conditions herein shall apply to such extension.

4. Representations. The District and Consultant represent and warrant that the following statements are true and accurate:

***THIS AGREEMENT IS SUBJECT TO THE GENERAL CONDITIONS
ATTACHED HERETO AND INCORPORATED HEREIN.***

***THIS AGREEMENT CONTAINS AN INDEMNIFICATION OF CERTAIN
LIABILITIES AND A WAIVER OF CONSULTANT'S TITLE 51 RCW IMMUNITY.***

IN WITNESS WHEREOF, The District and Consultant have executed this Agreement, effective the date of the last authorized signature below.

FITCH & ASSOCIATES, LLC:

SNOHOMISH COUNTY FIRE DISTRICT #7:

Signature: _____

Signature: _____

Name: _____

Kevin O'Brien, its Fire Chief

Title: _____

Date: _____

Date: _____

GENERAL CONDITIONS

1. Accounting Records. Consultant will maintain accounting records, including, but not limited to original receipts, invoices, and related verification, in accordance with generally accepted accounting principles and practices to substantiate all invoiced amounts. To the extent required to verify the direct costs specific to the Work, these records will be available to the District during Consultant's normal business hours for a period of three (3) year after the expiration and/or termination of this Agreement, whichever is later.

2. Status as Independent Contractor.

Consultant will perform the Work as an independent contractor and not as an employee, agent, joint-venturer, fiduciary, or partner of the District. Consultant is responsible for the means and methods it uses in performing the Work. Consultant and its employees will not qualify for workers' compensation or other fringe benefits of any kind through the District. Neither Party has the right, power, or authority to bind the other.

3. Termination for Cause. This Agreement may be terminated by either party upon seven (7) days' written notice should one party fail to perform in accordance with its terms through no fault of the other. In the event that the party that fails to perform is the Consultant, the determination of "fail to perform in accordance with its terms" shall be in the sole judgment of the District. In the event of termination, Consultant shall be compensated for satisfactory services performed after the last milestone and prior to the termination date at an hourly rate of \$300 per hour. In no case, however, shall such compensation exceed the original amount of the Agreement as approved or as amended by the District. Any work product generated by Consultant prior to such termination shall be the sole property of the District, and Consultant agrees to provide the District with all such materials as a condition of receiving final payment.

4. Termination Without Cause. Further, this Agreement may be terminated by The District at any time for any reason whatsoever, at the sole discretion of the District, with seven (7) days' written notice. In the event of such termination, compensation shall be paid as provided in Paragraph 3 above.

5. Consultant Services. Consultant's services shall meet or exceed the standard for similar services performed by professionals in the Puget Sound region.

6. Charges for Additional Services.

Consultant shall obtain the written approval of the District for any charges for additional services performed by Consultant, the additional services of others retained by Consultant, or the furnishing of additional supplies, materials or equipment. Consultant shall not be entitled to compensation for any such additional charges incurred in violation of this paragraph without prior written Amendment to the Agreement.

7. Payment. Consultant shall submit statements of services rendered to the District in a form acceptable to the District. Payment is due within thirty (30) days of receiving an acceptable statement. In no event shall the District be charged interest on payments due or expenses incurred by Consultant under this Agreement.

8. Applicable Law. All federal, state and local laws applicable in the rendering of the services by Consultant shall be complied with in all respects by Consultant as shall all rules and regulations of the District and any other applicable governmental agency.

9. Deviations from Scope of Work. The District may at any time issue written directions within the general scope of this Agreement. If any such direction causes an increase or decrease in the cost of this Agreement or otherwise affects any other provision of this Agreement, Consultant shall immediately notify the District. The District may modify the amount spent for identified tasks within the scope of work providing that the total amount of the Agreement, or as modified by written Amendment, is not exceeded. Any work done in violation of this paragraph shall be at the sole expense of Consultant.

10. Review of Title Documents and Permit Documents.

Prior to the submission of any documents related to any permits or the execution or recordation of any documents effecting title to any property, the said document shall be reviewed by the District. The District shall be responsible for all costs associated with such review.

11 Conflict of Interest. Consultant covenants that it presently has no interest and shall not acquire an interest, directly or indirectly, which would conflict in any manner or degree with its performance under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by it or any of its sub-consultants.

12. Insurance. Consultant, concurrently with the execution of this Agreement, shall provide the District with evidence that Consultant has obtained and is maintaining the insurance listed as follows:

(a) Workers' Compensation Insurance as required by law.

(b) Comprehensive General Liability Insurance with a One Million Dollar (\$1,000,000) combined single limit for bodily injury and/or property damage per occurrence and an annual aggregate limit of Two Million Dollar (\$2,000,000).

(c) Automobile Liability Insurance covering all owned, hired, and non-owned automobiles or vehicles used by or on behalf of Consultant with a One Million Dollar (\$1,000,000) combined single limit for bodily injury and/or property damage per occurrence.

(d) Except with regard to Workers' Compensation Insurance, each of the policies required herein **shall name the District as an additional insured.** Furthermore, each policy of insurance required herein shall (i) be written as a primary policy; (ii) expressly provide that such insurance may not be materially changed, amended or canceled with respect to the District except upon thirty (30) days' prior written notice from the insurance company to the District; (iii) contain an express waiver of any right of subrogation by the insurance company against the District and its elected officials, employees, or agent; (iv) expressly provide that the insurance proceeds of any loss will be payable notwithstanding any act or negligence of Consultant which might otherwise result in a forfeiture of said insurance; and (v) in regard to physical property damage coverage, expressly provide that all proceeds shall be paid jointly to Consultant and the District.

(e) Consultant shall furnish the District with a copy of Certificates of Insurance, including Endorsements, evidencing policies of insurance required herein. Such Certificates shall specifically state that the insurance company or companies issuing such insurance policies shall give the District at least thirty (30) days' written notice in the event of insurance company's or companies' cancellation or material changes in any of the policies.

13. Indemnification. Consultant shall defend (with legal counsel satisfactory to the District), indemnify and hold the District, its elected officials, agents and employees harmless from and against all liabilities, obligations, fines, claims, damages, penalties, lawsuits, governmental proceedings, judgments, costs and expenses (including, without limitation, all attorneys' fees, costs and expenses of litigation):

- Arising out of any negligent act or omission of Consultant, its directors, officers, consultants, agents and/or employees in connection with the services provided pursuant to this Agreement; and/or
- Arising from a breach of this Agreement by Consultant; and/or
- Arising out of or due to any failure on the part of Consultant to perform or comply with any rule, ordinance or law to be kept and performed.

The District will inform Consultant of any such claim or demand that alleges liability based in whole or in part on any act or omission of Consultant, its directors, officers, agents, or employees. Thereafter Consultant shall (i) reasonably cooperate in the defense of such claim, and (ii) pay the District's defense of such claim as incurred, whether or not such claim is ultimately successful. In this regard, the District will reasonably cooperate with Consultant in allowing Consultant to jointly select, with the District, attorneys to defend the District and Consultant, provided that Consultant confirms its obligation to pay the District's defense costs.

FOR PURPOSES OF THE FOREGOING INDEMNIFICATION PROVISION ONLY, AND ONLY TO THE EXTENT OF CLAIMS AGAINST CONSULTANT BY THE DISTRICT UNDER SUCH INDEMNIFICATION PROVISION, CONSULTANT SPECIFICALLY WAIVES ANY IMMUNITY IT MAY BE GRANTED UNDER THE WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW OR ANY OTHER APPLICABLE FEDERAL OR STATE WORKERS' COMPENSATION ACTS. THE INDEMNIFICATION OBLIGATION UNDER THIS AGREEMENT SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE TO OR FOR ANY THIRD PARTY UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS.

14. Confidentiality. Any reports, documents, questionnaires, records, information or data given to or prepared or assembled under this Agreement shall be kept confidential unless a specific written waiver is obtained from the District and shall not be made available by Consultant to any individual or organization without prior written approval of the District except as may be ordered by a court of competent jurisdiction. The provisions of this section shall survive the expiration or earlier termination of this Agreement. The Parties shall execute a Business Associate Agreement as required under federal guidelines in accordance with Health Insurance Portability and Accountability Act ("HIPAA").

15. Plans, etc. Property of the District. All reports, original plans, drawings and specifications prepared by Consultant and any and all sub-consultants for the District and funded by the District are and shall remain the property of the District whether or not the project for which they are made is executed. This shall not apply to proprietary software or documentation that may be provided to the District and that was developed independent of funding by the District. Consultant assumes no liability for any use of the Drawings and Specifications other than that originally intended for this project. Originals, including electronic forms of the data prepared by Consultant and funded by the District shall become the property of the District.

No reports, records, questionnaires, or software programs provided by the District, or other documents produced in whole or in part by Consultant under this Agreement, shall be the subject of an application for copyright by or on behalf of Consultant.

16. Public Records Request. Correspondence, reports and other written work that is generated during the course of the relationship created by this Agreement, may be requested by third parties pursuant to the Washington State Public Records Act (RCW 42.56 *et. seq.*). The parties agree that in the event that such a request is filed, the party with whom the request is filed will promptly notify all other parties to this Agreement. The parties further agree that they will not disclose any such requested material until at least ten (10) business days after providing notification to all other parties to this Agreement. The intent of this clause is to provide all parties the opportunity to seek injunctive relief pursuant to RCW 42.56 so as to protect the vital functions of those entities. This clause shall survive the termination or expiration of this Agreement.

17. Electronic File Compatibility. All electronically-transmitted output must be compatible with the existing District software. Consultants shall check with the District for software application and system compatibility.

18. Jurisdiction. This Agreement is made and delivered in the State of Washington and shall be construed and enforced in accordance with the laws thereof. All claims concerning or arising out of this Agreement shall be resolved in the Superior Court for Snohomish County, Washington. Consultant expressly waives the right of removal to federal court. Both parties hereby waive the right to a jury trial in any such dispute.

19. Disputes. At the District's sole option, all claims, disputes, and other matters in question between the District and Consultant arising out of or relating to this Agreement, the breach thereof, or Work thereunder, shall be decided by arbitration conducted before the Judicial Arbitration and Mediation Service ("JAMS") located in Seattle, Washington in accordance with JAMS Comprehensive Arbitration Rules & Procedures in effect at the time of the dispute, unless the Parties agree in writing to an alternative dispute resolution process. If the District elects to arbitrate any such dispute, the District and Consultant shall be bound by any findings and award of such arbitration finally and without recourse to any court of law other than for the enforcement of the arbitrator's decision. As between the parties to this Agreement, the substantially prevailing party in any arbitration shall be entitled to an award of its attorneys' fees, costs and expert fees incurred. The District and Consultant expressly grant the arbitrator the authority to award attorneys' fees and costs.

If the District does not select Arbitration as the means of dispute resolution, all other claims, disputes and other matters in question between the District and Consultant arising out of or relating to this Agreement, the breach thereof, or work there under, shall be decided by an action filed exclusively in the Superior Court of Snohomish County, Washington. The parties irrevocably waive their right to federal court jurisdiction and their right to a trial by jury. The substantially prevailing party in any such litigation shall be entitled to an award of its attorneys' fees and costs.

No claim, dispute, or controversy shall interfere with the progress and performance of the Work and, unless otherwise agreed in writing, Consultant shall carry on the Work and maintain construction schedule as directed by the District pending resolution of any dispute, including arbitration or litigation, and, if so, the District shall continue to make payment of undisputed amounts due to Consultant in accordance with this Agreement.

20. Non-Discrimination. In connection with the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, sexual orientation, national origin, age, marital status, genetic information, honorably discharged veteran or military status, presence of a sensory, mental or physical disability, or use of a trained dog guide or service animal. Consultant shall take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their race, color, creed, religion, sex, sexual orientation, national origin, age, marital status, genetic information, honorably discharged veteran or military status, presence of a sensory, mental or physical disability, use of a trained dog guide or service animal or any other protected class.

21. Entire Agreement. This is the entire agreement between the parties. It may not be altered or modified except by a written amendment to this Agreement that references the intent of the parties to amend this Agreement. There is no other oral or written understanding between the parties concerning this matter. Consultant specifically understands that no District employees other than the designated District representative or their supervisors are authorized to direct the work of Consultant. This agreement may be executed in counterparts, which may be transmitted via email or other electronic transmittal, each of which shall constitute an original, and all of which will be deemed a single document. Signature of an email or other electronic transmittal copy of this agreement, and transmission of a signature page by email or other electronic transmittal, shall bind the signing party to the same degree as delivery of a signed original.

22. Signing Authority. Anyone signing this Agreement on behalf of Consultant personally certifies that they have the authority to execute said document on behalf of Consultant and that their signature is binding upon Consultant.

EXHIBIT A



April 8, 2019

Via email: gmeek@snofire7.org

Fire Chief Gary Meek
Snohomish Fire District #7
163 Village Court
Monroe, WA 98272

Dear Chief Meek:

Thank you for your inquiry and considering Fitch & Associates (*FITCH*) to continue our relationship with the Snohomish Fire District #7. We are pleased to be able to provide information for your consideration.

Per my Discussion with Chief Clinton and Battalion Chief Lundquist, we offer the following scope of work for your project:

Update the current Standards of Cover document with the most recent calendar year of data (2018) or the most recent 12-month period. This will include a full comprehensive data report and GIS report based on the newly formed entity.

The full standards of cover report will be wholly integrated with the changing organization. Therefore, the following deliverables will be provided:

- Quantitative Data Analysis Report
- GIS Report
- Standards of Cover Report

Price: As proposed, a fixed price of \$49,995 is offered that is inclusive of all reasonable and customary travel and expenses.

Please contact me if we can answer any questions or offer additional information about scheduling next steps. Thank you again for allowing us to present this proposal for your consideration.

Sincerely,

A handwritten signature in blue ink that reads "Steven Knight".

Steven Knight, PhD
Partner

OLD BUSINESS - ACTION

**LICENSE AGREEMENT
SNOHOMISH COUNTY FIRE DISTRICT 7 – FIREFIGHTING TRAINING
SNOHOMISH COUNTY**

This License Agreement (the "Agreement") is between **Snohomish County, a political subdivision of the State of Washington**, (herein referred to as the "**County**" or "**Licensor**") and **Snohomish County Fire District 7, a Washington special purpose district organized under Title 52 RCW**, (herein referred to as the "**Licensee**").

WITNESSETH

1. PREMISES. Snohomish County real property located approximately at 8915 Cathcart Way, Snohomish, WA 98296, identified as a portion of tax parcel number 28053600200700 and described as follows: A portion of the West half of the Northwest quarter of Section 36, Township 28 North, Range 5 East, W.M., and as outlined on the attached Exhibit A (the "Premises").

The parties may mutually agree to relocate the Premises. If the County desires to reasonably relocate the Premises, the County will present a letter to Licensee and Licensee will review and provide written acceptance or denial. If the Licensee desires to reasonably relocate the Premises, Licensee will present a letter to the County and the County will review and provide a written acceptance or denial.

It is agreed by the approval of this Agreement that the Snohomish County Property Officer of the Department of Facilities Management has the authority to accept, deny, and sign on behalf of the County any relocation of the Premises presented in writing and as approved between both parties.

2. CONSIDERATION. Licensee provides training exercises to its members to enhance their firefighting skills. This specialized training is of great benefit to the citizens of Snohomish County. Licensee shall pay a daily use fee of \$25.00 payable to Snohomish County within thirty (30) business days after use of the Premises. The daily use fee shall be paid to:

**Snohomish County Public Works
Solid Waste Division
3000 Rockefeller Avenue M/S 607
Everett, WA 98201
Attention: Jennifer Klein**

3. TERM. The term of this Agreement shall be for a period of two years, beginning January 1, 2019, and ending December 31, 2020 unless earlier terminated as provided in paragraph 14. In addition, and provided that this Agreement is in good standing and not in default, the Licensee may extend the term of this Agreement for two (2) additional one-year terms. The Licensee shall notify the County of the Licensee's intention to extend the term no later than three (3) months before the expiration of the current term.

4. SCOPE OF LICENSE. The Premises shall be used solely for the purposes of the firefighting training. Training exercises will include but not be limited to simulated trench rescue, confined space rescue, operations of victims resulting from vehicular accidents, assessment of vehicular accident scenes, and testing of skills and knowledge of firefighting practices using ropes, knots, anchors, firefighting equipment, and hauling systems. The Licensee may use vehicles in simulated rescue operations. All vehicles used for simulated rescue operations must

be void of any engine fluids/fuels or oil. No illegal use shall be made thereof, nor shall any property that creates any nuisance or fire, explosive, or other hazard be stored therein. Licensee's authority to use the Premises shall not be considered exclusive possession or control. The County may enter the Premises at any time to determine whether improper or hazardous use is being made of the premises.

Licensee specifically acknowledges and agrees that the scope of its license to use the Premises is limited exclusively to Snohomish County Fire District 7 employees and their training partners.

5. ACCESS. The Licensee shall provide the County with thirty (30) days' notice of its intent to use the Premises under this Agreement. The Licensee must provide its notice by calling David Schonhard at 425-238-6852 and providing the specified dates of requested use. Licensee's use of the Premises is conditioned upon acceptance of the County of the specified dates provided in the notice. Licensee's use shall occur between 8:00 a.m. and 4:00 p.m.

The Licensee will be required to keep all motor vehicles on the existing roads and avoid any driving and/or parking on the landfill cover site, except vehicles used for simulated rescue operations as provided in Section 4 of this Agreement. The landfill cover site is identified on the attached Exhibit A.

6. CARE AND CONDITION. The Licensee shall be responsible for the Premises herein described and return the same in a neat and clean condition upon termination of this Agreement. If any property of Licensee or its invitees is not removed by the date of termination, the County shall have the right to take possession of and store, use and/or sell the property in such a manner as it deems appropriate, and collect all unpaid fees, storage fees, costs of sale, reasonable attorney's fees, and other expenses from the proceeds of such sale. Licensee expressly agrees that any sale, public or private may occur not less than thirty (30) days after the date of termination, and may occur with or without notice from the County.

The County shall not be liable to the Licensee for any loss or damage to the Licensee's property or any other property from theft, fire, or any other cause either before or after termination. The County is under no obligation to maintain, replace or repair any of its facilities or any other obligation not stated in this Agreement.

Licensee has examined the Premises, and accepts the same in its present condition. It is agreed that the County shall not be bound by any warranty or representation as to the condition of the Premises, or in any other manner except as stated herein.

This Agreement shall not limit any legal remedies of the County not stated herein. If the County is required to expend any money to enforce any of its rights, or to clean or renovate the premises, such sum, including reasonable attorney's fees, shall be immediately due and payable to the County.

7. EQUIPMENT. The Licensee will be responsible for providing all equipment required for the uses specified under this Agreement.

8. MAINTENANCE. The County shall not be called upon to make any repairs occasioned by the negligence of the Licensee, its agents or employees.

9. HOLD HARMLESS. The Licensee agrees, to the maximum extent permitted by law, to indemnify and hold harmless the County, its officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or natures arising out of, in connection with, or incidental to its use of the Premises. In addition, the Licensee shall assume the defense of the County and its officers and employees in

all legal or claim proceedings arising out of, in connection with, or incidental to its use of the Premises: shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by the County on account of such litigation or claims.

This indemnification obligation shall include, but is not limited to, all claims against the County by an employee or former employee of the Licensee or its Subcontractors, and the Licensee, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act, including Title 51 RCW, other Workers' Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

In the event of litigation between the parties to enforce the rights under this subsection, reasonable attorney fees shall be allowed to the substantially prevailing party. In the event the County incurs attorney fees and/or costs in the defense of claims under this provision such attorney fees and costs shall be recoverable from the Licensee.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

Nothing contained within this provision shall affect and/or alter the application of any other provision contained within Agreement.

10. INSURANCE. Upon execution of this License, the Licensee, at its' own cost, shall have procured and will maintain for the duration of this Agreement, insurance as specified in C, Minimum Scope and Limits of Insurance. The Licensee shall furnish the County with a Certificate of Liability Insurance and endorsements required by this Agreement.

- A. General. Each insurance policy shall be written on an "occurrence" form. By requiring the minimum insurance coverage set forth, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Licensee under this Agreement. The Licensee shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.
- B. No Limitation on Liability. The Licensee's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Licensee to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.
- C. Minimum Scope and Limits of Insurance: The Licensee shall maintain limits as broad as, and with no less than,
 - 1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit.
 - 2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1.
 - 3. Workers' Compensation: To meet statutory requirements for workers' compensation coverage of the state or states of the workers providing service under this Agreement.
 - 4. Employers' Liability or "Stop Gap" coverage: \$1,000,000

D. Other Insurance Provisions and Requirements. The insurance coverage(s) required in this Agreement for all liability policies except workers' compensation, if applicable, must contain, or must be endorsed to contain the following provisions:

1. The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Licensee in connection with this License. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the Certificate of Liability Insurance, "CG 2026 07/04" or its equivalent is required.
2. The Licensee's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
3. Any deductibles or self-insured retentions must be declared to the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Licensee's liability to the County and shall be the sole responsibility of the Licensee.
4. Insurance coverage is to be placed with insurers with a Best's rating of no less than A: VIII, or, if not rated with Best's, with minimum surpluses the equivalent of Best's surplus size VIII. Any exception must be approved by the County.
5. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after forty-five (45) calendar days' prior written notice has been given to the County,

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

6. The County agrees, acknowledges and accepts that if the Licensee is self-insured or a member of an insurance pool for its liabilities from damage to property and /or injuries to persons arising out of its activities associated with this Agreement, as it deems reasonably appropriate and prudent, is acceptable in meeting the insurance requirements above. The maintenance of, or lack thereof of insurance and/or self-insurance shall not limit the liability of the Licensee to the County. The Licensee shall provide the County with a certificate of insurance or letter of self-insurance annually as the case may be.

11. ASSIGNMENT OR SUBLETING. This Agreement may not be assigned, sublet, or possession thereof transferred voluntarily or involuntarily by the Licensee.

12. NOTICES. With the exception of providing notice as stated under Section 5 of this Agreement, all other notices as required by any term of this Agreement, or by law shall be given by registered or certified mail. Such communication or notice shall be deemed to have been given and received when deposited in the United States Mail, properly addressed, with postage prepaid. Such notice or communication shall be given as follows:

If to the County:	Snohomish County Property Management Attention: Cherie Hutchins 3000 Rockefeller Avenue M/S 404 Everett, WA. 98201
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Telephone: 425-388-3400
 Email: cherie.hutchins@snoco.org

Copies To: **Snohomish County Public Works Solid Waste Division**
Attention: Dave Schonhard, Operations Manager
8915 Cathcart Way, Bldg. A
Snohomish, WA 98296
Telephone: 425-238-6852
Email: David.Schonhard@snoco.org

If to the Licensee: **Snohomish County Fire District 7**
c/o Business Administrator
163 Village Court
Monroe, WA 98272
Direct Phone: 360-794-7666
Email: lschoof@lsfire.org

13. MODIFICATION. This Agreement may only be modified in writing and such modification shall take effect only after such modification is duly executed by both parties.

14. TERMINATION.

- A. If Licensee breaches any term of this Agreement and fails to cure the same within five (5) days of written notice to do so by the County, the County may terminate this Agreement by providing written notice to Licensee.
- B. Either party may terminate this Agreement by providing thirty (30) days' written notice to the other party.
- C. Termination shall not affect the rights of the County under any other paragraph in this Agreement.

15. POSSESSORY LIEN. In the event of default in payment, or breach of any other condition of this Agreement, or for any and all damages caused to the property of the County by Licensee, its agents, employees or invitees, the County shall have a possessory lien upon any and all property stored, used or located on any property of the County and upon any sums of money advanced to or otherwise in the possession of the County.

16. CONFLICTS BETWEEN ATTACHMENTS AND TEXT. Should any conflict exist between any attached exhibit or schedule and the text of this Agreement, the text shall prevail.

17. GOVERNING LAW, STIPULATION OF VENUE, AND ATTORNEY FEES. This Agreement shall be governed by the laws of the State of Washington and the parties stipulate that any lawsuit regarding this Agreement must be brought in Snohomish County, Washington. The prevailing party in any lawsuit brought to enforce the terms of this Agreement shall be entitled to reasonable attorney fees and costs.

18. NON-DISCRIMINATION. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance,

Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

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

19. SEVERABILITY. Should any clause, phrase, sentence or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

20. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein.

COUNTY:

Snohomish County

LICENSEE:

Snohomish County Fire District 7

Snohomish County Executive Date

By: Date

Approved As To Form:

Insurance Approval:

Deputy Prosecuting Attorney

Risk Management Designee

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

On this ____ day of _____, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the individual described in and who acknowledged to me the said instrument to be for the uses and purposes therein mentioned, and signed said instrument on behalf of _____, as its free and voluntary act and deed.

WITNESS my hand and official seal hereto affixed the day and year first above written.

NOTARY PUBLIC in and for the State of
Washington residing at _____
My commission expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

On this ____ day of _____, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the _____ of Snohomish County and acknowledged to me the said instrument to be for the uses and purposes therein mentioned, and signed said instrument on behalf of Snohomish County as its free and voluntary act and deed.

WITNESS my hand and official seal hereto affixed the day and year first above written.

NOTARY PUBLIC in and for the State of
Washington residing at _____
My commission expires _____

NEW BUSINESS - DISCUSSION

**Washington State Military Department
PUBLIC ASSISTANCE GRANT AGREEMENT FACE SHEET**

1. SUBRECIPIENT Name and Address: Snohomish County Fire District 7 163 Village Ct Monroe, WA 98272		2. Grant Agreement Amount: To be determined, based upon approved project worksheets		3. Grant Number: D20-285	
4. SUBRECIPIENT, phone/email: 360-794-7666/lschoof@lsfire.org		5. Grant Agreement Start Date: January 20, 2020		6. Grant Agreement End Date: March 22, 2024	
7. DEPARTMENT Program Manager, phone/email: Gerard Urbas, (253) 512-7402 Gary.urbas@mil.wa.gov		8. Data Universal Numbering System (DUNS): 781834478		9. UBI # (state revenue): (UBI): 600-355-392	
10. Funding Authority: Washington State Military Department (the "DEPARTMENT"), and Federal Emergency Management Agency (FEMA)					
11. Funding Source Agreement #: FEMA-4481-DR-WA		12. Program Index # 704UC (Federal) / 702UE (State) / 704UD (Admin)		13. Catalog of Federal Domestic Asst. (CFDA) # & Title: 97.036, Public Assistance	
14. Federal EIN #:					
15. Total Federal Award Amount: N/A		16. Federal Award Date: N/A			
17. Service Districts: (BY LEGISLATIVE DISTRICT): 39th, 44th and 1st (BY CONGRESSIONAL DISTRICT): 1st		18. Service Area by County(ies): Snohomish County		19. Women/Minority-Owned, State Certified?: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____	
20. Contract Classification: <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Research/Development <input type="checkbox"/> A/E <input type="checkbox"/> Other _____			21. Contract Type (check all that apply): <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency		
22. Contractor Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO _____			23. Contractor Type (check all that apply) <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> VENDOR <input type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> OTHER		
24. BRIEF DESCRIPTION: Presidential Disaster Declaration # FEMA-4481-DR-WA COVID-19. To provide funds to the SUBRECIPIENT for the emergency protective measures taken in response to the COVID-19 pandemic outbreak as approved by FEMA in project worksheets describing eligible scopes of work and associated funding. The DEPARTMENT is the Recipient and Pass-through Entity of the Presidential Disaster Declaration # FEMA-4481-DR-WA COVID-19, and FEMA State Agreement, which are incorporated by reference, and makes a subaward of Federal award funds to the SUBRECIPIENT pursuant to this Agreement. The SUBRECIPIENT is accountable to the DEPARTMENT for use of Federal award funds provided under this Agreement and the associated matching funds.					
IN WITNESS WHEREOF, the DEPARTMENT and SUBRECIPIENT acknowledge and accept the terms of this Agreement, references and attachments hereto and have executed this Agreement as of the date and year written below. This Agreement Face Sheet, Special Terms and Conditions (Attachment 1), General Terms and Conditions (Attachment 2), Project Worksheet Sample (Attachment 3), Washington State Public Assistance Applicant Manual dated March 22, 2020 (Attachment 4), and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.					
In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:					
1. Applicable Federal and State Statutes and Regulations		5. Special Terms and Conditions			
2. DHS Standard Terms and Conditions		6. General Terms and Conditions, and,			
3. Presidential Declaration, FEMA State Agreement, and other Documents		7. Other provisions of the contract incorporated by reference.			
4. Statement of Work and/or Project Description as outlined in FEMA approved Project Worksheet(s)					
WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below.					
FOR THE DEPARTMENT:			FOR THE SUBRECIPIENT:		
Signature _____ Date _____		Signature _____ Date _____		print or type name: _____	
Stacey McClain, Governor's Authorized Representative Washington State Military Department					

Washington State Military Department SPECIAL TERMS AND CONDITIONS

ARTICLE I – KEY PERSONNEL

The individuals listed below shall be considered key personnel and point of contact. Any substitution by either party must be submitted in writing.

SUBRECIPIENT		MILITARY DEPARTMENT	
Name	Leah Schoof	Name	Gerard Urbas
Title	Business Administrator	Title	Deputy State Coordinating Officer Public Assistance
E-Mail	lschoof@lsfire.org	E-Mail	gary.urbas@mil.wa.gov
Phone	360-794-7666	Phone	(253) 512-7402

ARTICLE II - ADMINISTRATIVE REQUIREMENTS

The SUBRECIPIENT shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by FEMA applicable to the Presidential Declaration including, but not limited to, all criteria, restrictions, and requirements of the “FEMA State Agreement” published by FEMA and the federal regulations commonly applicable to FEMA grants, all of which are incorporated herein by reference. The Presidential Declaration and the FEMA State Agreement are incorporated in this Agreement by reference.

The SUBRECIPIENT shall comply with the Washington State Public Assistance Applicant Manual dated March 22, 2020 incorporated in this Agreement as **Attachment 4**. The DHS Standard Terms and Conditions are incorporated by reference in this Agreement in Appendix F of the Washington State Public Assistance Applicant Manual dated March 22, 2020.

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

Federal funding is provided by FEMA and is administered by the DEPARTMENT. Under the authority of Presidential Disaster Declaration number FEMA-4481-DR-WA, the DEPARTMENT is reimbursing the SUBRECIPIENT for those approved eligible costs and activities necessary under the Public Assistance Grant Program during the incident period beginning January 20, 2020 and continuing. Eligible costs and activities will be identified in Project Worksheets approved by FEMA and a Project Worksheet Sample is incorporated as **Attachment 3**. The DEPARTMENT is also providing Advance Payments to the SUBRECIPIENT where provided by FEMA and required and allowed by law. Any interest earned on advance payments (except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. 6501 et seq.) and the Indian Self-Determination Act (23 U.S.C. 450)) shall be promptly, but at least quarterly, remitted to the DEPARTMENT to be paid to FEMA. The SUBRECIPIENT may keep interest amounts up to \$100 per year for administrative expenses.

A. STATE AND FEDERAL REQUIREMENTS FOR PUBLIC ASSISTANCE GRANTS:

The following requirements apply to all DHS/FEMA Presidential Disasters administered by the DEPARTMENT.

1. FUNDING

The DEPARTMENT will administer the Public Assistance (PA) Grant Program, provide Advance payments, and reimburse approved eligible Public Assistance costs to the SUBRECIPIENT that are identified under the auspices of Presidential Disaster Declaration Number FEMA-4481-DR-WA and authorized by and consistent with the Stafford Act (P.L. 93-288, as amended) and applicable regulations.

It is understood that no final dollar figure is committed to at the time that this Agreement is executed, but that financial commitments will be made by amendments to the project application as Project Worksheets are completed in the field and projects are authorized by state and federal officials.

Pursuant to the FEMA-STATE AGREEMENT, FEMA will contribute not less than **75** percent of the eligible costs for any eligible project and 100 percent of the federal PA Management Costs, up to 5 percent of the total award amount for each Subrecipient, as provided for in subsection 3.E. of Article II of this Public Assistance Agreement. The SUBRECIPIENT commits to providing the remaining **25** percent non-federal match to any eligible project that has been identified under the Presidential Disaster Declaration number FEMA-4481-DR-WA, subject to the following exceptions:

DEPARTMENT Match: The Washington State Legislature may authorize the DEPARTMENT to provide a match to the SUBRECIPIENT's non-federal share of eligible projects. Provision of a match by the DEPARTMENT, if authorized by the Washington State Legislature, shall not require amendment of this Agreement. If DEPARTMENT match funds are committed to the non-federal share by the DEPARTMENT pursuant to legislative authorization, the DEPARTMENT will formally notify the SUBRECIPIENT of the match in writing which will include information identifying any related reduction in the SUBRECIPIENT's percentage commitment.

Donated Resources: FEMA will credit the SUBRECIPIENT for the value of donated resources (non-cash contributions of property or services) related to eligible Emergency Work to offset the non-Federal cost share of its eligible Emergency Work project worksheets – categories A and B, and for the value of donated resources related to eligible work on a Permanent Work project to offset the non-Federal cost share of that specific Permanent Work project worksheet for which the resources were donated – categories C through G. The Donated Resources are recognized by FEMA in a Project Worksheet. Donated Resources offset the non-federal share of the eligible emergency work approved in Project Worksheets or specific permanent work approved in Project Worksheets. For non-state agency SUBRECIPIENTS, the donated resource value will first be applied to the SUBRECIPIENT's non-federal share, and, if a DEPARTMENT match is authorized, any remaining donated resource value will be applied to the DEPARTMENT's share. The value of the Donated Resources is calculated as described in FP 104-009-2 Public Assistance Program and Policy Guide (PAPPG) and the Public Assistance Donated Resources Recovery Policy, and is capped at the non-Federal share of approved eligible emergency work costs or capped at the non-Federal share of the specific approved eligible permanent work costs, as applicable. The Federal share of the Donated Resources will not exceed the non-federal share of eligible emergency work costs or of specific permanent work costs approved in Project Worksheets. Any excess credit for eligible emergency work costs can be credited only to other eligible emergency work costs, for the same SUBRECIPIENT in the same disaster. The value of excess donated resources cannot be credited toward or transferred to another eligible SUBRECIPIENT, or toward other State obligations. The DEPARTMENT does not match a FEMA donated resource credit.

The Project Worksheet, sample provided in Attachment 3, is required to be completed by FEMA or State Project Specialists.

2. GRANT AGREEMENT PERIOD

- a. Activities payable under this Agreement and to be performed by the SUBRECIPIENT under this Agreement shall be those activities which occurred during or subsequent to the incident period defined in the FEMA State Agreement, and shall terminate upon completion of the project(s) approved by federal and state officials, including completion of close-out and audit. This period shall be referred to as the "Grant Agreement Period."
- b. The Grant Agreement Period shall only be extended by (1) written notification of FEMA approval of the Grant Agreement Period followed up with a mutually agreed written amendment, or (2) written notification from the DEPARTMENT to the SUBRECIPIENT issued by the DEPARTMENT to address extensions of its underlying federal grant performance period or to provide additional time for completion of the SUBRECIPIENT's project(s).

3. PAYMENTS

The DEPARTMENT, using funds granted for the purposes of the Presidential Disaster Declaration from FEMA, shall issue payments to the SUBRECIPIENT in compliance with the Washington State Public Assistance Applicant Manual dated March 22, 2020 (**Attachment 4**) procedures as follows:

- a. **Small Project Payments:** Payments are made for all small projects to the SUBRECIPIENT upon submission and approval of an A19-1A State of Washington Invoice Voucher to the DEPARTMENT, after FEMA has approved funding through approval of Project Worksheets.
- b. **Progress Payments:** Progress payment of funds for costs already incurred on large projects minus 10 percent retainage may be made to the SUBRECIPIENT upon submission by the SUBRECIPIENT of an A19-1A State of Washington Invoice Voucher, a letter of request, and a spreadsheet identifying the claimed costs supporting the payment request and approval by the DEPARTMENT.
- c. **Improved Projects:** Payments on improved projects (capped project) will be pro-rated based upon the percentage of the project that is funded under this disaster grant to the overall project cost. This percentage will be identified when the first payment on the improved project is made. Progress payments will be made as outlined above in Section B.
- d. **Final Payment:** Final Payment on a large project will be made following submission by the SUBRECIPIENT of a certification of completion on the STATEMENT OF DOCUMENTATION / FINAL INSPECTION REPORT form upon completion of project(s), completion of all final inspections by the DEPARTMENT, and final approval by FEMA. Final payment on a large project will include any retainage withheld during progress payments. Final payments may also be conditional upon financial review, if determined necessary by the DEPARTMENT or FEMA. Adjustments to the final payment may be made following any audits conducted by the Washington State Auditor's Office, the United States Inspector General or other federal or state agency.
- e. The SUBRECIPIENT is eligible to receive federal PA Management Costs up to 5 percent of the total award amount for each Subrecipient at the time of its request. PA Management Costs includes any of the following when associated with the PA portion of a major disaster or emergency: Indirect costs, direct administrative costs, and other administrative expenses associated with a specific project. Documentation is required to substantiate the eligibility of management activities and associated costs in accordance with PA Management Costs Interim Policy – Standard Operating Procedures.
- f. All payment requests shall be made on an A19-1A form, State of Washington, Invoice Voucher. Payments will be made by electronic fund transfer to the SUBRECIPIENT's account.
- g. Federal funding shall not exceed the total federal contribution eligible for Public Assistance costs under Presidential Disaster Declaration number FEMA-4481-DR-WA.
- h. For state agencies, the DEPARTMENT will, through interagency reimbursement procedures, transfer payment to the SUBRECIPIENT. Payment will be transferred by journal voucher to Agency No. n/a , Accounting Fund No. n/a .
- i. Within the total Grant Agreement Amount, travel, sub-contracts, salaries, benefits, printing, equipment, and other goods and services will be reimbursed on an actual cost basis unless otherwise provided in this Agreement.
- j. For travel costs, SUBRECIPIENTS shall comply with 2 CFR 200.474 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at <http://www.gsa.gov>, and follow the most restrictive.
- k. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without written approval by DEPARTMENT Key Personnel.
- l. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the SUBRECIPIENT consistent with record retention requirements of this Agreement, and be made available upon request by the DEPARTMENT, and local, state, or federal auditors.
- m. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the DEPARTMENT within 45 days after the Grant Agreement End Date, except as otherwise authorized by written amendment of this Agreement and issued by the DEPARTMENT.

- n. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the SUBRECIPIENT, its subrecipient or contractor, or any non-federal entity to which the SUBRECIPIENT makes a subaward, and is invoiced by the vendor.
- o. SUBRECIPIENTS shall only use federal award funds under this Agreement to supplement existing funds, and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The SUBRECIPIENT may be required to demonstrate and document that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

The DEPARTMENT shall provide Advance Payments as provided by FEMA and as required and authorized by law.

4. CLOSEOUT

To initiate close-out, the SUBRECIPIENT is required to certify in writing, by Project Worksheet Number, date completed and total amount expended on the project, completion of the small projects. To initiate close-out of the large projects, the SUBRECIPIENT shall submit certification of completion on a STATEMENT OF DOCUMENTATION/FINAL INSPECTION REPORT form to the DEPARTMENT.

The DEPARTMENT will then complete a site inspection and a financial review of documentation to support the claimed costs. Certifications on small and large projects are due within sixty days following the completion of the project or receipt of the approved Project Worksheet, whichever date is later.

If SUBRECIPIENT is claiming federal PA Management Costs: Indirect costs, direct administrative costs, and other administrative expenses associated with a specific project must be supported by documentation to substantiate the eligibility of management activities and associated costs that has been prepared and assembled in accordance with PA Management Costs Interim Policy – Standard Operating Procedures prior to close-out.

After all of the projects have been certified as complete and approved for closure by FEMA, the DEPARTMENT will forward a final A19-1A State of Washington Invoice Voucher to the SUBRECIPIENT for release of the remaining funds due to the subrecipient for eligible costs, including any retainage previously withheld, and the allowance for federal indirect costs.

5. DOCUMENTATION / REPORTING REQUIREMENTS

For all Advance Payment, the SUBRECIPIENT shall provide documentation and receipts for all costs related to the Advance Payment and provide such to the DEPARTMENT quarterly.

The SUBRECIPIENT is required to retain all documentation which adequately identifies the source and application of Public Assistance funds, including the federal indirect cost reimbursement, for six years following the closure of this disaster grant. For all funds received, source documentation includes adequate accounting of actual costs and recoveries incurred.

The SUBRECIPIENT shall also comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete the FFATA Form located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms> and return to the DEPARTMENT; which is incorporated by reference and made a part of this Agreement.

Quarterly Reports: The SUBRECIPIENT is required to submit to the DEPARTMENT a quarterly report indicating the status of all their large projects. The status shall identify the costs incurred to date, the percentage of work completed, the anticipated completion date of the project and whether cost under runs or over runs are expected. In addition, the SUBRECIPIENT should note in the comment field any challenges or issues associated with the project. Failure to submit a complete quarterly report within 15 days following the end of the quarter will result in suspension of all payments to the SUBRECIPIENT until a complete quarterly report is received by the DEPARTMENT. The quarterly report will serve as the basis for any FEMA Office of Chief Financial Officer (OCFO) funds reduction.

6. TIME EXTENSIONS

A time extension request is required to be forwarded to the DEPARTMENT by the SUBRECIPIENT for a project prior to the expiration of the approved completion date. If the project is approved and funded after the statutory approval time period for completion, then a time extension request must be submitted to the DEPARTMENT within fifteen days of receipt of the funding package.

In accordance with 44CFR206.204, the DEPARTMENT reserves the right, in its sole discretion, to consider and approve a time extension request after expiration of the approved completion date and within the DEPARTMENT's statutory extension authority. Requests for time extensions beyond the DEPARTMENT's authority will be considered and approved by FEMA, at their sole discretion.

All determinations made regarding time extension requests will be based on a case by case evaluation of specific factual circumstances.

A time extension request must be in writing and identify the Project Worksheet number, the reason the project has not been completed within the prior approved completion period, the reason the time extension request was not submitted prior to the statutory approval time period (if applicable), a current status of the completion of the work, a detailed timeline for completion of the remaining elements, and an anticipated completion date for the completion of the remaining work. Failure to submit a time extension request in a timely manner may result in denial of the time extension request, and loss of funding for the related project.

7. PROCUREMENT

The SUBRECIPIENT shall comply with all procurement requirements of 2 CFR Part 200.318 through 200.326 and as specified in the General Terms and Conditions, Exhibit A.11.

8. SUBRECIPIENT MONITORING:

- a. The DEPARTMENT will monitor the activities of the SUBRECIPIENT from award to closeout. The goal of the DEPARTMENT's monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.
- b. To document compliance with 2 CFR Part 200 Subpart F requirements, the SUBRECIPIENT shall complete and return to the DEPARTMENT 2 CFR Part 200 Subpart F Audit Certification Form" located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms> with the signed Agreement and each fiscal year thereafter until the Agreement is closed, which is incorporated by reference and made a part of this Agreement.
- c. Monitoring activities may include, but are not limited to:
 - i. review of financial and performance reports;
 - ii. monitoring and documenting the completion of Agreement deliverables;
 - iii. documentation of phone calls, meetings, e-mails, and correspondence;
 - iv. review of reimbursement requests and supporting documentation to ensure eligibility and consistency with Agreement work plan, budget, and federal requirements;
 - v. observation and documentation of Agreement related activities;
 - vi. on-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.
- d. The SUBRECIPIENT is required to meet or exceed the monitoring activities, as outlined above and in 2 CFR Part 200 Subpart F, for any non-federal entity to which the SUBRECIPIENT makes a subaward as a pass-through entity under this Agreement.
- e. Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a Corrective Action Plan. If the SUBRECIPIENT fails to comply with federal or state statutes or regulations, or the terms and conditions of this Agreement, the DEPARTMENT may impose any additional subaward conditions as described in 2 CFR 200.207. If the DEPARTMENT determines that noncompliance cannot be remedied by imposing additional conditions, it may take one or more of the following actions:

- i. Temporarily withhold cash payments pending correction of the deficiency by the SUBRECIPIENT.
- ii. Wholly or partially suspend or terminate the subaward to the SUBRECIPIENT.
- iii. Initiate suspension or debarment proceedings under 2 CFR 180 or recommend such a proceeding be initiated by the federal awarding agency.
- iv. Withhold further federal awards for the project or program.
- v. Take any other remedies that may be legally available.

f. The DEPARTMENT agrees to:

- i. Provide technical assistance during all monitoring or evaluation activities. The DEPARTMENT will coordinate and schedule the meetings necessary to conduct and complete all monitoring and evaluation activities.
- ii. Develop the SUBRECIPIENT's project worksheet(s) (PW) and supporting attachments with FEMA and the SUBRECIPIENT's assistance based upon the costs determined to be eligible.
- iii. Submit the SUBRECIPIENT's funding package to FEMA.
- iv. Notify the SUBRECIPIENT when funding approval is received, issue payment per the process described above see Article II, A.4 – Payments, and provide the SUBRECIPIENT with a copy of the approved project worksheet.
- v. Work with the SUBRECIPIENT to resolve any issues identified during the monitoring process.
- vi. Review and respond appropriately to the SUBRECIPIENT's requests for time extensions and changes.

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

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

B. FEMA STATE AGREEMENT TERMS AND CONDITIONS

As a subrecipient of FEMA funding, the SUBRECIPIENT shall comply with all applicable DHS/FEMA terms and conditions of the Presidential Declaration and the FEMA State Agreement, which are incorporated in and made a part of this Agreement in Appendix F of the Washington State Public Assistance Applicant Manual dated March 22, 2020 (**Attachment 4**).

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

A.1 DEFINITIONS

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

- a. **"DEPARTMENT"** means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the DEPARTMENT, or any of the officers or other officials lawfully representing that DEPARTMENT. The DEPARTMENT is a recipient of a federal award directly from a federal awarding agency and is pass-through entity making a subaward to a subrecipient under this Agreement.
- b. **"SUBRECIPIENT"** when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the DEPARTMENT. However, the definition of "subrecipient" is the same as in 2 CFR 200.93 for all other purposes. **"Monitoring Activities"** means all administrative, construction, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities and policies.
- c. **"Project"** means those actions funded through the Public Assistance Program and described in approved Project Worksheets. Projects may include one or more of the following: reimbursement of costs for emergency response, debris removal and/or repair or restoration of damaged public facilities. A project may be a small, large, improved, or alternate project.
- d. **"Investment Justification"** means grant application investment justification submitted by the SUBRECIPIENT describing the project for which federal funding is sought and provided under this Agreement. Such grant application investment justification is hereby incorporated into this Agreement by reference.

A.2 ADVANCE PAYMENTS

The DEPARTMENT shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement, except as required under 2 CFR 200.305 for federal grants. SUBRECIPIENT shall not invoice the DEPARTMENT in advance of delivery and invoicing of such goods or services, except as authorized under 2 CFR 200.305.

Pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C §5121-5207), Advance Payment process, FEMA will process a SUBRECIPIENT project worksheet which is provided to the state of Washington for direct disbursement to SUBRECIPIENT.

Pursuant to these provisions and RCW 43.88.160(5), these grant funds are not subject to the advance payments prohibition and will be disbursed immediately to SUBRECIPIENT as grants authorized by law with subsequent authentication and certification of expenditures.

A.3 AMENDMENTS AND MODIFICATIONS

The SUBRECIPIENT or the DEPARTMENT may request, in writing, an amendment or modification of this Agreement. Modifications may be requested for Grant Agreement end date, budget or scope change. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the DEPARTMENT and the SUBRECIPIENT. No other understandings or agreements, written or oral, shall be binding on the parties.

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

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

A.5 APPLICATION REPRESENTATION-MISREPRESENTATION, INACCURACY AND BREACH

The DEPARTMENT relies upon the SUBRECIPIENT's application in making its determinations as to eligibility for, selection for, and scope of funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

A.6 ASSURANCES

DEPARTMENT and SUBRECIPIENT agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations. In addition, as a SUBRECIPIENT of FEMA funding, the SUBRECIPIENT shall comply with all applicable DHS terms and conditions as specified in Appendix F of the Washington State Public Assistance Applicant Manual dated March 22, 2020 incorporated in this Agreement as **Attachment 4**.

A.7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

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

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

Further, the SUBRECIPIENT agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The SUBRECIPIENT certifies that it will ensure that potential sub-contractors or sub-recipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed \$25,000, and sub-awards to sub-recipients for any amount. With respect to covered transactions, the SUBRECIPIENT may comply with this provision by obtaining a certification statement from the potential sub-contractor or sub-recipient or by checking the System for Award Management (<http://www.sam.gov>) maintained by the federal government. The SUBRECIPIENT also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" (<http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/>).

A.8 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the SUBRECIPIENT hereby certifies that to the best of their knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the SUBRECIPIENT to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the SUBRECIPIENT will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the SUBRECIPIENT will require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

A.9 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The SUBRECIPIENT and all its contractors shall comply with, and the DEPARTMENT is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, as supplemented by Department of Labor regulations (41 CFR chapter 60); Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3); Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5); Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR part 15); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5); Energy Policy and Conservation Act (PL 94-163, 89 Stat. 871, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Title 44 of the Federal Regulations, 2 CFR Part 3002, Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

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

In the event of the SUBRECIPIENT's or its contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, the DEPARTMENT may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion.

The SUBRECIPIENT is responsible for all costs or liability arising from its failure to comply with applicable laws, regulations, executive orders, OMB Circulars or policies.

A.10 CONFLICT OF INTEREST

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

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

A.11 CONTRACTING & PROCUREMENT

a. The SUBRECIPIENT shall use a competitive procurement process in the procurement and award of any contracts with contractors or sub-contractors that are entered into under the original contract award. The procurement process followed shall be in accordance with 2 CFR Part 200.318 General procurement standards through 200.326 Contract Provisions.

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

- 1) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

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

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

The procurement process followed shall be in accordance with 2 CFR Parts 200 and 3002, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations, as applicable to the SUB-GRANTEE. All subcontracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

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

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

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

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

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

10) Procurement of recovered materials -- As required by 2 CFR 200.322, a non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

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

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

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

16) Pursuant to Executive Order 13858 “Strengthening Buy-American Preferences for Infrastructure Projects,” the DEPARTMENT encourages SUBRECIPIENTS to use, to the greatest extent practicable and consistent with the law, iron and aluminum as well as steel, cement and other manufactured products produced in the United States, in Public Assistance and Hazard Mitigation Grant Program eligible public infrastructure repair and construction projects affecting surface transportation, ports, water resources including sewer and drinking water and power. Such preference must be consistent with the law, including cost and contracting requirements of 2 CFR Part 200.

b. The DEPARTMENT reserves the right to review the SUBRECIPIENT procurement plans and documents, and require the SUBRECIPIENT to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.318 through 2 CFR 200.326. The SUBRECIPIENT must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the SUBRECIPIENT and DEPARTMENT to make a determination on eligibility of project costs.

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

A.12 DISCLOSURE

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

A.13 DISPUTES

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

A.14 DUPLICATION OF BENEFITS

The SUBRECIPIENT agrees that the funds for which federal or state assistance is requested does not, or will not, duplicate benefits or funds received for the same loss from any other source. The SUBRECIPIENT will pursue, and require sub-recipients to pursue, full payment of eligible insurance benefits for properties or any other losses covered in a project under this Agreement. The SUBRECIPIENT will repay the DEPARTMENT any funds provided under this grant agreement that are duplicated by other benefits, funds, or insurance proceeds. The SUBRECIPIENT will also seek recovery against any party or parties whose negligence or other intentional or tortious conduct may have caused or contributed to the expenditures for which these grants funds are provided. The SUBRECIPIENT will repay the DEPARTMENT any funds recovered by settlement, judgment or other court order in an action to recover funds provided by this grant. The SUBRECIPIENT shall notify the DEPARTMENT as early as possible and work in conjunction with the DEPARTMENT and FEMA to ensure appropriate apportionment of any duplicated or recovered payment.

A.15 HAZARDOUS SUBSTANCES

The SUBRECIPIENT shall inspect and investigate the proposed development/construction site for the presence of hazardous substances. The SUBRECIPIENT shall fully disclose to the DEPARTMENT the results of its inspection and investigation and all other knowledge the SUBRECIPIENT has as to the presence of any hazardous substances at the proposed development/construction project site. The SUBRECIPIENT will be responsible for any associated clean-up costs. "Hazardous Substance" is defined in RCW 70.105D.020 (10).

A.16 LEGAL RELATIONS

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

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

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

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

Insofar as the funding source, the DEPARTMENT of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA), is an agency of the federal government, the following shall apply:

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

A.17 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the DEPARTMENT's Authorized Signature and the Authorized Signature of the assigned SUBRECIPIENT Agent or Alternate for the SUBRECIPIENT Agent, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by both parties Authorized Signature representatives. Further, only the Authorized Signature representative or Alternate for the SUBRECIPIENT shall have authority to sign reimbursement requests, certification of project completion, time extension requests, amendment and modification requests, requests for changes to project status, and other requests, certifications and documents authorized by or required under this Agreement.

A.18 LOSS OR REDUCTION OF FUNDING

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

A.19 NONASSIGNABILITY

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

A.20 NONDISCRIMINATION

The SUBRECIPIENT shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental, or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement.

A.21 NOTICES

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

A.22 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA)

The SUBRECIPIENT represents and warrants that its work place does now or will meet all applicable federal and state safety and health regulations that are in effect during the SUBRECIPIENT's performance under this Agreement. To the extent allowed by law, the SUBRECIPIENT further agrees to indemnify and hold harmless the DEPARTMENT and its employees and agents from all liability,

damages and costs of any nature, including but not limited to, costs of suits and attorneys' fees assessed against the DEPARTMENT, as a result of the failure of the SUBRECIPIENT to so comply.

A.23 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The DEPARTMENT makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this grant of funds does not and will not acquire any ownership interest or title to such property of the SUBRECIPIENT.

The SUBRECIPIENT shall assume all liabilities arising from the ownership and operation of the project and agrees to hold the DEPARTMENT and the State of Washington and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.24 POLITICAL ACTIVITY

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

A.25 PRIVACY

Personal information collected, used or acquired in connection with this agreement shall be used solely for the purposes of this agreement. SUBRECIPIENT and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the DEPARTMENT or as provided by law or court order. SUBRECIPIENT agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

The DEPARTMENT reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the SUBRECIPIENT through this contract. The monitoring, auditing or investigating may include but is not limited to "salting" by the DEPARTMENT. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The SUBRECIPIENT agrees to indemnify and hold harmless the DEPARTMENT for any damages related to the SUBRECIPIENT's unauthorized use, loss or disclosure of personal information.

For purposes of this provision, personal information includes, but is not limited to, information identifiable to an individual that relates to a natural person's health, finances, education, business, use or receipt of governmental services, or other activities, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and other identifying numbers.

A.26 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

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

A.27 PUBLICITY

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

The SUBRECIPIENT shall include language which acknowledges the funding contribution of the DEPARTMENT and FEMA to this project in any release or other publication developed or modified for, or referring to, the project.

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

A.28 RECAPTURE PROVISION

In the event the SUBRECIPIENT fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations, and/or the provisions of the Agreement, the DEPARTMENT reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Agreement termination. Repayment by the SUBRECIPIENT of funds under this recapture provision shall occur within 30 days of demand. In the event the DEPARTMENT is required to institute legal proceedings to enforce the recapture provision, the DEPARTMENT shall be entitled to its costs and expenses thereof, including attorney fees.

A.29 RECORDS AND REPORTS

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

A.30 RECOVERY OF FUNDS

Any person who intentionally causes a condition for which funds are provided under this Agreement shall be liable for the costs incurred by the state and federal governments in responding to such disaster. In addition to its own duty to recover duplicated funds or funds expended due to the intentional or negligent actions of others. SUBRECIPIENT will cooperate in a reasonable manner with the DEPARTMENT and the United States in efforts to recover expenditures under this Grant Agreement.

A.31 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

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

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

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

The SUBRECIPIENT shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the SUBRECIPIENT in connection with the project. The SUBRECIPIENT shall not look to the DEPARTMENT, or to any state or federal agency, or to any of their employees or

agents, for any performance, assistance, or any payment or indemnity, including but not limited to cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

A.32 SEVERABILITY

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

A.33 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

Non-federal entities as subrecipients that expend **\$750,000** or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than **\$750,000** a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity" means a State, local government, Indian Tribe, institution of higher education, or non-profit organization that carries out a federal award as a recipient or subrecipient.

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

The SUBRECIPIENT shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any subrecipients or contractors also maintain auditable records.

The SUBRECIPIENT is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report.

The SUBRECIPIENT must respond to DEPARTMENT requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The DEPARTMENT reserves the right to recover from the SUBRECIPIENT all disallowed costs resulting from the audit.

Once the single audit has been completed and includes any audit findings, the SUBRECIPIENT must send a full copy of the audit to the DEPARTMENT and its corrective action plan no later than nine (9) months after the end of the SUBRECIPIENT's fiscal year(s) to:

Contracts Office

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

If Contractor claims it is exempt from the audit requirements of 2 CFR Part 200 Subpart F, the SUBRECIPIENT must send a letter identifying this Agreement and explaining the criteria for exemption no later than nine (9) months after the end of the SUBRECIPIENT's fiscal year(s) to the address listed above.

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

The SUBRECIPIENT shall include the above audit requirements in any subawards.

Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, the SUBRECIPIENT's failure to comply with said audit requirements may result in one or more of the following actions in the DEPARTMENT's sole discretion:

a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

A.34 SUBRECIPIENT NOT EMPLOYEE

The parties intend that an independent contractor relationship will be created by this Agreement. The SUBRECIPIENT, and/or employees or agents performing under this Agreement are not employees or agents of the DEPARTMENT in any manner whatsoever. The SUBRECIPIENT will not be presented as nor claim to be an officer or employee of the DEPARTMENT or of the State of Washington by reason of this Agreement, nor will the SUBRECIPIENT make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the DEPARTMENT or of the State of Washington by reason of this Agreement, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

It is understood that if the SUBRECIPIENT is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the State of Washington in their own right and not by reason of this Agreement.

A.35 TAXES, FEES AND LICENSES

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

A.36 TERMINATION FOR CONVENIENCE

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

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

A.37 TERMINATION OR SUSPENSION FOR CAUSE

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

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

The DEPARTMENT reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the SUBRECIPIENT from incurring additional obligations of funds during

investigation of the alleged compliance breach, pending corrective action by the SUBRECIPIENT, if allowed, or pending a decision by the DEPARTMENT to terminate the Agreement in whole or in part.

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

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

A.38 TERMINATION PROCEDURES

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

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

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

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

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

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

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

A.39 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

The SUBRECIPIENT shall comply with 2 CFR §200.321 and will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible and will take all necessary affirmative steps to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Agreement. The following steps are required by the subrecipient if any contracts with contractors or sub-contractors are entered into under the original contract award:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The SUBRECIPIENT may also set utilization standards, based upon local conditions or may utilize the State of Washington MWBE goals, as identified in. WAC 326-30-041.

A.40 VENUE

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

A.41 WAIVERS

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

PROJECT WORKSHEET SAMPLE

U.S. DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY PROJECT WORKSHEET				O.M.B. No. 1660-0017	
PAPERWORK BURDEN DISCLOSURE NOTICE Public reporting burden for this form is estimated to average 90 minutes per response. Burden means the time, effort and financial resources expended by persons to generate, maintain, disclose, or to provide information to us. You may send comments regarding the accuracy of the burden estimate and or any aspect of the collection, including suggestions for reducing the burden to: Information Collections Management, U. S. Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (OMB Control Number 1660-0017). You are not required to respond to this collection of information unless a valid OMB number appears in the upper right corner of this form. NOTE: Do not send your completed form to this address.					
DISASTER		PROJECT NO.	PA ID NO.	DATE	CATEGORY
F _____ - R _____					
DAMAGED FACILITY				WORK COMPLETE AS OF:	
				_____ : _____ %	
SUBRECIPIENT			COUNTY		
LOCATION				LATITUDE	LONGITUDE
DAMAGE DESCRIPTION AND DIMENSIONS					
SCOPE OF WORK					
Does the Scope of Work change the pre-disaster conditions at the site? <input type="checkbox"/> Yes <input type="checkbox"/> No Special Considerations issues included? <input type="checkbox"/> Yes <input type="checkbox"/> No Hazard Mitigation proposal included? <input type="checkbox"/> Yes <input type="checkbox"/> No Is there insurance coverage on this facility? <input type="checkbox"/> Yes <input type="checkbox"/> No					
PROJECT COST					
I T	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
			/		
			/		
			/		
			/		
			/		
			/		
			/		
			/		
			/		
				TOTAL COST	
PREPARED BY		TITLE	SIGNATURE		
SUBRECIPIENT REP.		TITLE	SIGNATURE		

HOW TO COMPLETE THE SUPPLEMENTAL CONTRACTING DOCUMENTS

Event Information:

Disaster Number:	
Event Name:	
Declaration Date:	
Contract #:	
FIPS #:	

Step 1: Complete the following information to populate the forms.

1. Enter the date the forms will be submitted to EMD.

Date forms will be submitted:	
-------------------------------	--

2. Enter jurisdiction/organization/subgrantee name and address.

Applicant Name:					
Doing Business As:					
County:					
Street Address:					
Mailing Address:					
City:		State:		Zip:	

3. Enter tax identification number (TIN or EIN), state revenue # (UBI) and DUNS #. The TIN and DUNS are required.

Tax Identification Number:	
State Business # (UBI):	
DUNS #:	

If you do not know your organization's DUNS #, please contact your comptroller, accountant, or finance department. They should be able to give it to you. Smaller jurisdictions (such as irrigation districts) may not already have one, but you can call Dun & Bradstreet at **1-866-705- 5711** and indicate that you are a Federal grant applicant. You can also call this number to see if you have a DUNS number. The number is assigned immediately. The following information is requested:

- Legal Name
- Headquarters name and address
- Doing business as (DBA) or other name by which organization is commonly known or recognized
- Physical Address, City, State and Zip Code
- Mailing Address(if separate from Headquarters and/or physical address)
- Telephone Number
- Contact Name and Title
- Number of Employees at physical location

Please note: The DUNS number has to match the name on the Federal grant application (Request for Public Assistance)

4. Do you have an account already established with the State of Washington?

Do you have an account already established with the State and have you received funds from the state within the past 2 years?

Yes and the account information is current – skip sections 5 and 6, continue to section 7.

Yes but I need to make changes to the account information – continue to section 5.

No – skip section 5, continue to section 6.

State Vendor #:

5. What information needs to be changed?

Name Address Contact Information Email Account Info Additional Info

6. Complete this section if you do not have an open account with the State of Washington or any changes need to be made. You may also need to complete this section if you have not received funds from the State for 2 years. If all information is current, skip this section.

Contact Person:			
Phone:			
Fax:			
Email:			
Financial Institution:			
Phone:			
Routing Number:			
Account Number:			
Account Type:	<i>Checking</i>	<i>Savings</i>	
Authorized Representative:			
Authorized Representative Title:			

7. Type of Applicant.

Enter the letter corresponding to the type of applicant:	
A - State B – County C - City D – School District E – Special Purpose District (includes Diking Districts, Fire Districts, Water Districts, etc.)	F – Higher Educational Institution G – Indian Tribe H – Private NonProfit I – Other (Specify)
If I: Other, specify type of organization (this is rare)	

8. Enter congressional district numbers and legislative district numbers located within in your jurisdiction. If you don't know them, check out <http://app.leg.wa.gov/districtfinder/>

Congressional District Number(s):	
Legislative District Number(s):	

9. Enter information regarding the primary contact. This is the person who will be our main day-to-day contact and will be signing most documents. This person must be named in the designation letter **or** resolution as the applicant agent. It is recommended that this person not be the authorizing authority such as the mayor or superintendent.

Name:	
Title:	
Phone:	
Fax:	
Email:	

10. Enter information regarding the alternate agent. This person can also sign documents and must be named in the designation letter or resolution as the alternate.

Name:	
Title:	
Phone:	
Fax:	
Email:	

11. If the highest elected official or head authorizing authority is to be the applicant agent or alternate, then a resolution format must be used to designate the applicant agent and alternate. This section can be skipped if the highest elected official or head authorizing authority is not to be the applicant agent or alternate. This section can also be skipped if the jurisdiction has its own resolution format. Examples of governing body are the County Board of Commissioners, City Council, and School Board.

Date of resolution:	Day:	Month:	Year:
Governing Body:			
Individual certifying that the resolution is true and correct copy (usually clerk)			
Name:		Title:	
Date certifying resolution:			

12. Enter the name, title, and term of office for the highest elected official or highest authorizing authority. This needs to be the person signing the designation letter or the person(s) signing the resolution. At least one is required. This person cannot be the applicant agent or alternate in sections 9 and 10.

Name:		Title:	
Name:		Title:	
Name:		Title:	
Name:		Title:	
Name:		Title:	
Name:		Title:	

13. Enter the name and title of anyone authorized to sign contracts. Unless your jurisdiction has rules stipulating otherwise, the applicant agent and alternate should be listed again in this section.

Name:		Title:	
Name:		Title:	
Name:		Title:	

14. Enter name, email, and phone of *Chief Financial Officer*.

Name:	
Email:	
Phone:	

15. The authorized Chief Financial Officer completes and signs page 15: FFATA / Audit Certification Form.

- STEP 2:** The forms are now populated with the information entered in Step 1. Review the forms for accuracy. Complete the information on page 15.
- STEP 3:** Print page 6 if applicant agent or alternate is not highest authority.
- STEP 4:** Print page 7 if applicant agent or alternate is highest authority (or use your own resolution format).
- STEP 5:** Print pages 8 – 15 and **TWO copies of the contract/grant agreement**. The grant agreement will be a separate attachment.
- STEP 6:** Either highest official signs page 6: **Designation Letter** (if not applicant agent or alternate) or governing body passes and signs **Resolution**. If resolution format is used, clerk of governing body signs a copy of the **Resolution**.
- STEP 7:** Highest official and/or governing body signs in block 1 of page 9: **Signature Authorization Form**
- STEP 8:** Applicant agent signs block 2 of page 9: **Signature Authorization Form**, page 8: **Disaster Assistance Application**, page 10: **Debarment form**, page 11: **W-9**, and page 14: **FFATA Form**
- STEP 9:** Alternate applicant agent signs block 2 of page 9: **Signature Authorization form**, and page 8: **Disaster Assistance Application**
- STEP 10:** Someone who signed in block 2 of **Signature Authorization form** signs two copies of contract/grant agreement.
- STEP 11:** If account has not already been established with State and no changes need to be made, someone authorized to access account signs Pages 12 and 13: **Direct Deposit**
- STEP 12:** The authorized *Chief Financial Officer* completes and signs page 15: **FFATA / Audit Certification Form**.
- STEP 13:** After ***all signatures are obtained on all forms***, mail the following to:

Mr. Gerard Urbas
Washington Military Department
Emergency Management Division
Public Assistance Program
MS: TA-20, Building 20-B
Camp Murray, WA 98430-5122

2 originals of contract/grant agreement
1 original of designation letter or 1 certified copy of resolution
1 original signature authorization form
1 original disaster assistance application
1 original debarment form
1 W-9
1 direct deposit form
1 FFATA / Audit Certification form

Keep pages 1 through 5 and copies of pages 6 (or 7) and 8 through 15 for your file.

- STEP 14:** After the contract/grant agreement is executed by WA Military Department, one original contract agreement and a copy of the disaster assistance application will be mailed to the applicant agent. These should be kept for your file.

If you have questions, please contact your Program Delivery Manager or Program Assistant.

Mr. Gerard Urbas
Washington Military Department
Public Assistance Program
MS: TA-20 Building 20-B
Camp Murray, WA 98430-5122

Re: Designated Applicant Agent

Dear Mr. Urbas:

The purpose of this letter is to designate the Applicant Agent and Alternate authorized representatives for

Disaster:
Applicant:
Applicant Agent:
Alternate Applicant:

The purpose of this designation as the authorized representatives is to obtain federal and/or State Emergency or Major Disaster Assistance funds.

These representatives are authorized to execute all contracts, certify completion of projects, request payments, and prepare all required documentation for funding requirements.

Sincerely,

Designation of Applicant's Agent Resolution

Be it resolved by _____ of _____
(Governing Body) (Public Agency)

_____, _____ is hereby designated the authorized
(Name of New Agent) (Title)

representative and _____, _____ is designated
(Name of Alternate) (Title)

the alternate for and in behalf of _____, a public
(Public Agency Name)

agency established under the laws of the state of Washington.

The purpose of this designation as the authorized representative is to obtain federal and/or state emergency or disaster assistance funds. These representatives are authorized on behalf of the _____ to execute all contracts, certify completion of projects, request payments, and prepare all required documentation for funding requirements.

Passed and approved this _____ day of _____, 20_____.

_____, _____, _____, _____
(Signature) (Title) (Signature) (Title)

_____, _____, _____, _____
(Signature) (Title) (Signature) (Title)

_____, _____, _____, _____
(Signature) (Title) (Signature) (Title)

Certification

I, _____, duly appointed and _____ of _____,
(Name) (Title) (Public Agency)

do hereby certify that the above is a true and correct copy of a resolution passed and approved by
the _____ of _____ on the _____ day of _____, 20____.

(Governing Body) (Public Agency)

Date:

(Official Position)

(Signature)

DISASTER ASSISTANCE APPLICATION

DEM - 131

Application Identifier: State Number: _____
Federal Disaster Number: _____

Federal Catalog Number: 97.036

Title: Public Assistance Grants

Declaration Date: _____

Applicant's FEMA Project Application Number: _____

Legal Applicant Recipient:

Applicant's Name: _____

Street Address: _____

Mailing Address: _____

County: _____

City: _____

State: _____

Zip Code: _____

Applicant Agent:

Name: _____

Title: _____

Signature: _____

Contact Information:

Phone: _____

Fax: _____

E-mail: _____

Date: _____

Alternate Applicant Agent:

Name: _____

Title: _____

Signature: _____

Phone: _____

Fax: _____

E-mail: _____

Date: _____

Type of Applicant:

A - State

B - County

C - City

D - School District

E - Special Purpose District

F - Higher Educational Institution

G - Indian Tribe

H - Private NonProfit

I - Other (Specify) _____

Enter Appropriate Letter _____

Congressional District Number: _____

State Legislative District Number: _____

Governor's Authorized Representative:

Signature _____

Date: _____

NOTE: Shaded blocks for WA EMD use.

SIGNATURE AUTHORIZATION FORM

WASHINGTON STATE MILITARY DEPARTMENT
Camp Murray, Washington 98430-5122

Please read instructions on reverse side before completing this form.

NAME OF ORGANIZATION	DATE SUBMITTED
PROJECT DESCRIPTION Public Assistance Program, Disaster -DR-WA	CONTRACT NUMBER

1. AUTHORIZING AUTHORITY		
SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE

2. OTHER INDIVIDUALS AUTHORIZED TO SIGN CONTRACTS/CONTRACT AMENDMENTS		
SIGNATURE	PRINT OR TYPE NAME	TITLE

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

**Give form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	<input type="checkbox"/> Exempt from backup withholding
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

NAME		Doing business as (DBA)	
ADDRESS	Applicable Procurement or Solicitation #, if any:	WA Uniform Business Identifier (UBI)	Federal Employer Tax Identification #:
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: _____

PLEASE
DO NOT
STAPLE



Office of Financial Management

Better information. Better decisions. Better government. Better Washington.

PRINT FORM

Statewide Payee Registration Washington State

Page 1 of 2

PLEASE READ BEFORE PROCEEDING

- The legal name on both forms must match each other and the legal name on file with the IRS.
- Please use **dark blue or black ink** when signing, or if filling out the forms by hand.
- Please fill out this form (**both pages**) in its entirety, even if some information has not changed.
- A 9-digit US taxpayer identification number (either SSN or EIN) is required on **both** forms.

If you know your **Statewide Vendor Number**, enter it here: _____

STEP 1: Enter information about the payee and contact person

Legal Name of Payee as it appears on federal tax forms (see W-9)

SSN OR EIN

Business Name, if different from Legal Name above – e.g. Doing Business As (DBA) Name

Contact Person

() - Ext.

Mailing Address

Contact Telephone Number

() -

City, State and Zip Code

Contact Fax Number

Email to receive Statewide Vendor Number and payment notifications

STATE USE ONLY Agy#/Owner-Int./System/Identifier

Type of Business (If Non Profit or Tax Exempt, please submit your determination letter)

STEP 2: Select Payment Option:

- ☐ Direct Deposit to bank (recommended) or ☐ Check in US mail (terminates any previous banking information on file)

STEP 2a: For Direct Deposit, complete all fields below and sign

In addition to providing your banking information on this form, you may also attach a voided check.

Financial Institution Name – must be a US institution

Financial Institution Phone Number

This account is:

☐ Checking ☐ Savings

Routing Number – see example at right

Account Number – see example at right

Will default to Checking if no option is checked

Account Type: ☐ PPD (Personal)

☐ CCD (Corporate/Business)

Will default to CCD if no option is checked

Authorization for Direct Deposit:

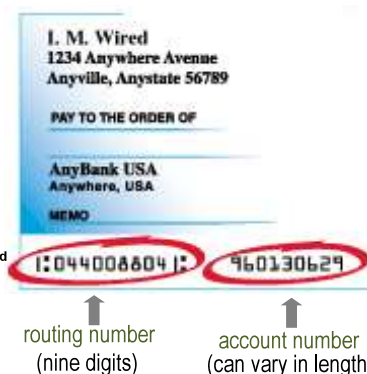
I hereby authorize and request the Office of Financial Management (OFM) and the Office of the State Treasurer (OST) to initiate credit entries for payee payments to the account indicated above, and the financial institution named above is authorized to credit such account. I agree to abide by the National Automated Clearing House Association (NACHA) rules with regard to these entries. Pursuant to the NACHA rules, OFM and OST may initiate a reversing entry to recall a duplicate or erroneous entry that they previously initiated. I understand that, if a reversal action is required, OFM will notify this office of the error and the reason for the reversal. This authority will continue until such time OFM and OST have had a reasonable opportunity to act upon written request to terminate or change the direct deposit service initiated herein.

Authorized Representative (Please Print)
(Not to be signed by your financial institution)

Title

SIGNATURE of Authorized Representative
(No stamped or electronic signatures please)

Date



Forms will not be accepted if they have whiteout,
have been crossed off or have been written over.

Revised 11/15/18
Page 2 of 2

STEP 3: Complete and sign the Request for Taxpayer Identification Number (W-9)

Substitute Form W-9	Request for Taxpayer Identification Number and Certification	
1. Legal Name (as shown on your income tax return)		
2. Business Name , if different from Legal Name above – e.g. Doing Business As (DBA) Name		
3. Check ONLY ONE box below (see W-9 instructions for additional information)		
<input type="checkbox"/> Individual/Sole Proprietor <small>(Including LLC-Sole Proprietor)</small> <input type="checkbox"/> Volunteer <input type="checkbox"/> Board/Committee Member	<input type="checkbox"/> Corporation <small>(Including LLC-Corporation, S-Corp and LLC S-Corp)</small> <input type="checkbox"/> Partnership <small>(Including LLC-Partnership)</small>	<input type="checkbox"/> Non Profit Organization <input type="checkbox"/> Tax Exempt Organization <input type="checkbox"/> Trust/Estate <input type="checkbox"/> Local Government <input type="checkbox"/> State Government <input type="checkbox"/> Federal Government <small>(Including Tribal)</small>
4. For Corporation or Partnership ONLY, check one box below if applicable: <input type="checkbox"/> Medical <input type="checkbox"/> Attorney/Legal		
5. Legal Address (number, street, and apt. or suite no.)		For office use The Legal Name, Address and TIN must be filled in completely and the document signed for the forms to be accepted.
6. City, State, and ZIP code		
7. Taxpayer Identification Number (TIN)		<div style="border: 1px solid black; padding: 5px; margin: 5px auto; width: 150px;">Social Security Number</div> <div style="border: 1px solid black; height: 20px; margin: 5px auto; width: 150px;"></div> <div style="font-size: 24pt; font-weight: bold; margin: 10px auto;">OR</div> <div style="border: 1px solid black; padding: 5px; margin: 5px auto; width: 150px;">Employer Identification Number</div> <div style="border: 1px solid black; height: 20px; margin: 5px auto; width: 150px;"></div>
Enter your EIN OR SSN in the appropriate box to the right (do NOT enter both) For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN). <i>NOTE: The EIN or SSN must match the Legal Name as reported to the IRS to avoid backup withholding. For a resident alien, sole proprietor, or disregarded entity, or to find out how to get a Taxpayer Identification Number, see the W9 Instructions.</i> <i>NOTE: If the account is in more than one name, see the W9 Instructions for guidelines on whose number to enter.</i>		
8. Certification		
Under penalty of perjury, I certify that:		
<ul style="list-style-type: none"> The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and I am a U.S. person (including a U.S. resident alien). 		
SIGNATURE of U.S. PERSON		Date

No Stamped or Electronic Signatures will be accepted

STEP 4: Submit

Please allow up to 7 business days for processing of this paperwork from the day we receive it.

If adding or changing direct deposit information, up to 10 additional business days may be needed for your financial institution to verify your information.

For fastest service, PRINT, SIGN, FAX to: 360-664-3363

or mail to: Statewide Payee Registration, PO Box 41450, Olympia WA 98504-1450

If you have questions regarding these forms, please contact the agency you are working with.

CONTACT INFORMATION	
Subrecipient Name (Agency, Local Government, or Organization):	
Subrecipient Data Universal Numbering System (DUNS) / Unique Entity Identifier (UEI) Number:	
Authorized Financial Representative (Name and Title):	
Address:	
Email:	Phone Number:

Directions: As required by 2 CFR Part 200 Subpart F, non-federal entities that expend \$750,000 in federal awards in a fiscal year shall have a single or program-specific audit conducted for that year. If your entity ***is not*** subject to these requirements, you must complete Section A of this Form. If your entity ***is*** subject to these requirements, you must complete Section B of this form. All subrecipients must complete the Federal Funding Accountability and Transparency Act (FFATA) related questions in Section C of this Form. Failure to return this completed Form to contracts.office@mil.wa.gov may result in delay of grant agreement processing, withholding of federal awards or disallowance of costs, and suspension or termination of federal awards.

SECTION A: Entities NOT subject to the audit requirements of 2 CFR Part 200 Subpart F (check all that apply)
<input type="checkbox"/> We did not expend \$750,000 or more of total federal awards during the preceding fiscal year.
<input type="checkbox"/> We are a for-profit organization.
<input type="checkbox"/> We are exempt for other reasons (describe):
However, by signing below, I agree that we are still subject to the audit requirements, laws, and regulations governing the program(s) in which we participate; that we are required to maintain records of federal funding and to provide access to such records by federal and state agencies and their designees; and that WMD may request and be provided access to additional information and/or documentation to ensure proper stewardship of federal funds.

SECTION B: Entities that ARE subject to the audit requirements of 2 CFR Part 200 Subpart F (Complete the information below and check the appropriate box)
<input type="checkbox"/> We completed our last 2 CFR Part 200 Subpart F Audit on [enter date] for fiscal year [enter date]. There were no findings related to federal awards or internal controls.
<input type="checkbox"/> We completed our last 2 CFR Part 200 Subpart F Audit on [enter date] for fiscal year [enter date] and there were findings related to federal awards and/or internal controls.
<input type="checkbox"/> Our completed 2 CFR Part 200 Subpart F Audit will be available on [enter date] for fiscal year [enter date].
Provide a complete copy of the audit report electronically to contracts.office@mil.wa.gov or provide the state audit number [enter number].

SECTION C: Federal Funding Accountability and Transparency Act (check the corresponding answer)

In your preceding fiscal year, did your organization receive 80% or more of its gross revenues from federal funding? ☐ Yes ☐ No

In your preceding fiscal year, did your organization receive \$25,000,000 or more in federal funding? ☐ Yes ☐ No

If you answered *yes* to the previous questions, WMD Contracts staff will request additional information to comply with FFATA reporting.

I hereby certify that I am an individual authorized by the above identified entity (subrecipient) to complete this form. Further, I certify that the above information is true and correct, and all material findings contained in the audit report/statement have been disclosed. Additionally, I understand this form is to be submitted every fiscal year for which this entity is a subrecipient of federal award funds from the Department until the grant agreement is closed.

Signature of Authorized Financial Representative:

Date: 2/10/2020

NEW BUSINESS - ACTION

COMMITTEE REPORTS

OTHER MEETINGS ATTENDED

EXECUTIVE SESSION

**FIRE AND EMERGENCY MEDICAL SERVICES AGREEMENT
BETWEEN THE CITY OF MILL CREEK
AND SNOHOMISH COUNTY FIRE DISTRICT NO. 7**

1.0 Parties

This Fire and Emergency Medical Services Agreement ("Fire Services Agreement" or "FSA") is entered into and effective on the date set forth below between Snohomish County Fire District No. 7, a Washington special purpose district ("District" or "FPD") and the City Of Mill Creek, a Washington municipal corporation ("City" or "Mill Creek"). The District and City are each a Party to this Agreement and collectively the Parties referenced herein.

2.0 Definitions

2.1 The following terms have the indicated meanings. Additional terms are defined in the Agreement.

"City" or "Mill Creek" means the City of Mill Creek.

"City Manager" means the Mill Creek City Manager or her/his designee.

"District" or "FPD" means Snohomish County Fire Protection District No. 7 (or its successor).

"Fire Chief" means the Fire Chief for Snohomish County Fire Protection District No. 7 or his/her designee.

"Fire Services Agreement" or "FSA" means this Fire and Emergency Medical Services Agreement.

"Fire Station" or "Station 76" means the fire station and structure (with fixtures) on land located at 1020 153rd Street S.E., Mill Creek, Washington, and bearing Snohomish County Tax Parcel No. 27050600202500 (as of January 1, 2017).

"Police Chief" means the Chief of Police for the City of Mill Creek.

"International Fire Code" or "IFC" (as adopted by the City).

3.0 Recitals

3.1 This Agreement is entered into by the District pursuant to the authority granted in RCW Title 52, RCW 52.12.031, and RCW Chapter 39.34. The City enters into this Agreement pursuant to the authority granted by Title 35A, RCW 35A.11.040, and RCW Chapter 39.34.

3.2 The District and City have determined that all fire suppression and emergency medical services required by law and as described in this Agreement (collectively, "Fire Services")

may be provided more effectively, efficiently and economically through a single fire agency. The District has served as the fire agency for the City since 1983 and possesses the necessary resources, expertise, personnel and other attributes needed to properly provide comprehensive Fire Services to the City. The District agrees to continue to provide and maintain comprehensive Fire Services under this Agreement at the level of service and performance defined in Section 6 (Performance Standards and Level of Service).

3.3 The District and City have further determined that this Agreement is in the best interests of both Parties because it will enhance the certainty of receiving comprehensive Fire Services for the City, enable the long term cost and efficiency of supplying such services by the District, and will carry out the growing demand for effective, regionalized government, all for the benefit of the City's and District's residents.

3.4 In addition, this Agreement will enable the City to participate in decisions concerning the Fire Services provided by the District, enabling the City to fulfill responsibilities to ensure that adequate fire services are provided to the City and its residents.

3.5 The purpose of this Agreement is to designate the District as the fire agency responsible for providing comprehensive Fire Services for the City on a "partnership" basis and to set forth the terms, conditions, and scope of the Fire Services to be provided.

THEREFORE, TO CARRY OUT the purposes of this Agreement and in consideration of the mutual benefits to be received by each Party, the receipt and sufficiency of which is acknowledged, the Parties agree as follow:

4.0 Information and Coordination

4.1 In the performance of this Agreement the District and the City shall communicate regularly through the Fire Chief and City Manager, respectively, who may assign designees as appropriate.

4.2 The District understands that in the conduct of its ordinary business (strategic planning, comprehensive planning, long term capital planning, budget preparation, and the like), it produces information that the City has a need for. Thus, the District will fully cooperate and provide timely responses to City requests for such information.

5.0 Fire Services

5.1 Description of Fire Services. The District shall continue to provide the following comprehensive Fire Services within the boundaries of the City at the same level as currently provided, including any areas that may be annexed to the City during the term of this Agreement, all of which services shall collectively be designated as Fire Services:

- 5.1.1 Fire Suppression Services
- 5.1.2 Emergency Medical Services (EMS)
- 5.1.3 Fire and Injury Prevention Education Services
- 5.1.4 Inspection Services

5.1.5 Application Review Services

5.1.6 Fire Investigation Services

5.1.7 Staff Support Services

The District shall fully cooperate and provide these Fire Services as a condition of this Agreement except that the City shall bear all legal costs associated with the enforcement of the IFC and/or criminal prosecution within the City limits and the District participates therein without cost to the City.

5.2 Fire Suppression and EMS Services. Fire suppression and emergency medical services shall be provided in the City as set forth in this Agreement. In the event of simultaneous fire or medical aid calls within the City and the District whereby the resources of the District are taxed beyond its ability to render equal protection, the District shall determine how to allocate the resources of the District to best meet the needs of the combined area served. The District assumes no liability for failure to provide such services by reason of any circumstances beyond its control.

5.3 Fire and Injury Prevention Education Services. Fire and injury prevention education services shall be provided on the same basis and at the same level in both jurisdictions. These services shall include but not be limited to programs in schools, public or private groups, and public CPR programs.

5.4 Inspection Services. The District shall appoint a qualified representative to conduct fire prevention and inspection programs for the purpose of mitigating hazards or other concerns, and as required by and relating to the application of and compliance with the City's adopted codes. This representative will work collaboratively with the City to ensure proper and timely evaluation and application of such codes.

5.5 Permit and Development Application Review Services. The District shall appoint a qualified representative to attend meetings and/or review pre-application, permitting and development documents where fire protection and life safety issues are pertinent and where related improvements may be required as a condition of development approval or use permits issued by the City. The representative will work collaboratively with the City and shall respond in a timely manner to development/permit application requests.

5.6 Fire Investigation Services. The District shall appoint a qualified representative to provide for fire investigation services to the City for all fires within the City. Such services shall be coordinated with the Police Chief as necessary or requested. All investigation and related information and reports shall be forwarded to the City's Police Chief and Building Official. Criminal investigations shall be coordinated with the Police Chief.

5.7 Staff Support Services. The District and the City shall cooperate to provide consolidated staff support in the application of this Agreement. The Fire Chief will attend City staff and Council meetings as requested. The City Manager will attend Board of Fire Commissioner meetings as requested.

6.0 Performance Standards and Level of Service

6.1 Fire Station Staffing and Calls. Under the compensation set forth in this Agreement, staffing for the Mill Creek Fire station shall consist of 5 personnel, 1 of whom shall be a paramedic. 3 staff shall be assigned to the Fire Apparatus, and 2 staff shall be assigned to the EMS Unit.

6.2 Response Time. The District shall maintain an average response time of less than seven and one half minutes for all emergency and EMS calls within the City of Mill Creek for the duration of this Agreement. Average response time shall be calculated by summing the time between when the alarm is dispatched to the arrival of the first responding unit(s) on the scene for all of the fire and EMS calls for a given period of time, and dividing that sum by the total number of calls in the defined period. The City and the District shall use a variety of defined time periods to ensure accurate calculations. In addition, the District shall prepare quarterly and twelve month reports of the District's annual and average response times for all fire and EMS calls within the City. The District will identify all calls that do not meet the performance standards set forth herein.

7.0 Fire Services Compensation; Allocation of Funding

7.1 Fire Services Funding. Each Party shall pay its respective share of the District's total actual annual expenditures necessary to provide Fire Services for the term of this Agreement. The City's share of such expenditures has been calculated and is due in the fixed annual amounts and allocations set forth in Section 7.2 below. The District is responsible for all other expenditures (if any) needed to provide Fire Services and/or fulfill the terms of this Agreement except as may otherwise be provided herein.

7.2 City's Annual Payment for Fire Services. The City shall pay the following annual amounts ("Annual Payment") to the District as total compensation for the District's annual provision of Fire Services and performance of this Agreement:

Assessment Year	Total Annual Payment
2017	\$3,630,156
2018	\$3,720,909
2019	\$3,930,745
2020	\$4,029,014
2021	\$4,129,740
2022	\$4,336,227

The City shall pay its Annual Payment to the District in equal quarterly installments due on March 31, June 30, September 30, and December 31 of each year.

7.3 Allocation of Other Funding and Expenditures; Boundary Changes.

7.3.1 Transport Fees. The District shall retain all transport fees it collects in connection with this Agreement commencing January 1, 2017. For purposes of this section, transport fees mean funds paid to the District as a consequence of or as reimbursement for transportation of individuals to other care facilities.

7.3.2 Dispatch Costs and Transition. The District shall pay or be responsible for all dispatching fees and costs incurred in connection with this Agreement commencing January 1, 2018. Any change in the dispatch provider shall require advance written approval of the City, which will not be unreasonably withheld, and which must be coordinated with the City's police dispatching services. Dispatch costs contemplated under this Section 7.3.2 exclude costs associated with the purchase, acquisition and installation of a new Snohomish County Emergency Radio System. To the extent any new emergency radio system is not funded by an equitable countywide funding source, the Parties agree to reopen this FSA pursuant to Section 13.3.

7.3.3 Annexation. In the event the City increases its area by way of annexation, the Annual Payment due from the City for each post-annexation year shall be increased to account for any annexed properties located within any fire district's taxing jurisdiction. The Annual Payment increase shall be the amount necessary to match the levy amount the District would collect from the annexed properties as if such properties were within the taxing jurisdiction of the District.

8.0 Financial Matters

8.1 Accounting Standards. The Parties shall follow statutory requirements relating to municipal and fire protection district accounting standards, including the BARS Manual as established by the Washington State Auditor's Office.

8.2 Audit. The City may, at its expense and upon not less than 30 days advance written notice, audit the District's books and records related to this Agreement.

9.0 Control of Personnel and Equipment

9.1 Authority of the Fire Chief. The Fire Chief shall have full and complete authority and responsibility to control the personnel and equipment falling within the scope of this Agreement, including but not limited to the assignment of personnel and the location and use of all equipment owned by the District and the City. Each Party agrees that its equipment may be used in aid of the other. The Fire Chief shall have full authority and responsibility to determine how any conflicting demands for equipment and personnel shall be met.

9.2 Status of the Fire Chief. The Fire Chief shall be employed by the District and shall answer directly to the Board of Fire Commissioners. Upon appointment of the Fire Chief as designated Fire Chief for the City, he may act under the Mill Creek Municipal Code with full authority for enforcement of the International Fire Code and emergency fire operations within the City.

10.0 Ownership of Property and Equipment

10.1 General Ownership. Except as otherwise set forth in this Section 10, all property, facilities, vehicles and equipment of either Party that is independently owned on the effective date of this Agreement, or independently acquired during the term of this Agreement, shall remain the property of that Party.

10.2 Capital Expenditure Information. The District shall annually provide the City with a beginning-year estimate of the District's capital expenditures for the Fire Station for such year and an end-of-year reconciliation with actual capital expenditures. Capital expenditures in this context includes all (i) transfers to the equipment replacement fund, (ii) items having a useful life of at least 5 years and a minimum cost of \$5,000 dollars, (iii) outlays financed by long term debt, and (iv) expenditures on other capital assets such as land, buildings, and major improvements or renovation thereof.

10.3 Review of Capital Facility Needs. Not later than the commencement of the 5th year of the Agreement term (i.e., on or before January 1, 2021), the Parties shall meet to discuss capital facility needs arising under this Agreement. Such discussions and any decisions thereon will be handled outside this Agreement.

10.4 Mill Creek Fire Station

10.4.1 Identification and Use of Fire Station. The Parties have previously established, equipped, maintained and operated a fully equipped fire station on property within the corporate boundaries of Mill Creek, located at 1020 153rd Street S.E., Mill Creek, Washington, and bearing Snohomish County Tax Parcel No. 27050600202500 ("Fire Station"). Unless agreed otherwise by the Parties, during the term of this Agreement, the Fire Station shall be used exclusively by the District for the purposes of this Agreement.

10.4.2 Ownership of Fire Station During Agreement. As a convenience to the Parties, the District and City shall retain joint ownership of the Fire Station until this Agreement terminates or expires or until the requirements of Section 10.4.6 are triggered, whichever occurs first.

10.4.3 Maintenance and Operational Upgrades to Fire Station. The District shall be responsible for routine maintenance of and operational upgrades to the Fire Station. In the event operational upgrades or changes to the Fire Station are desired or deemed necessary by the District, the District shall provide advance written notice to the City for review thereof and the Parties shall consult as appropriate. The City will not unreasonably withhold approval of such operational upgrades. Unless agreed otherwise, the District shall be responsible for funding and performing all operational upgrades, including the District's planned changes to separate the sleeping quarters into individual rooms. Expenses under this Section 10.4.3 will not change the Parties' respective ownership interest in the Fire Station.

10.4.4 Capital Upgrades to Fire Station. In the event the District wishes to expand the footprint/size of the Fire Station, the District shall provide advance written notice to the

City for review and the Parties shall confer and agree in advance as to the scope of work and effect of such work on the Parties' then-current equity and ownership interests in the Fire Station, and shall make any adjustments needed in accordance with Sections 7 and 10. In general, the Parties' respective ownership and/or equity interest in the Fire Station will be modified to account for the cost of the expansion such that the value of the Fire Station shall be increased in an amount equal to the actual cost incurred by the District to expand/increase the footprint of the Fire Station, and the District shall be credited with additional ownership interest in the Fire Station. Example 1: If the expansion cost to the District is \$500,000, then the District's equity interest in the Fire Station will be increased by that amount, and the City's equity interest will not change. Example 2: If the City and District share equally the cost of a \$500,000 upgrade, each Party's equity interest in the Fire Station will be increased in the amount of \$250,000.

10.4.5 City's Right to Ownership of the Fire Station. The Parties agree and acknowledge that all prerequisites necessary for the City to initiate and obtain sole ownership of the Fire Station have been met and that transfer to the City of sole title to the Fire Station is a contractual obligation of the District at the time and on the terms set forth in Section 10. At such time as the District no longer provides Fire Services to the City, or as mutually agreed, the City shall have the right to purchase the Fire Station from the Fire District for the applicable purchase price determined under Section 10 ("Purchase Price"). Payment of the Purchase Price may be made at the City's option in a lump sum or in equal payments over 20 years.

10.4.6 When Title Transfer is Required. The District shall convey to the City fee simple title for the Fire Station upon any of the following: (i) termination or expiration of this Agreement for any reason; or (ii) if the District ceases providing Fire Services to the City, whether or not within the term of this Agreement. The Parties shall cooperate to perform the necessary steps to complete the transfer of ownership from the District to the City.

10.4.7 Stated Purchase Price. The Parties have previously agreed to "freeze" the purchase price and equity as set forth in the 2012 amendment to the original 1996 Fire Service Contract. If the Purchase Price is not otherwise adjusted as provided under Section 10, the original purchase price for the Fire Station would be the difference between \$1,838,543 and the City's equity in the Fire Station of \$678,148, or \$1,160,395.

10.4.8 Adjusted Purchase Price. If the equity of either Party in the Fire Station changes due to Capital Upgrades to the Fire Station described in Section 10.4.4, or for other reasons as mutually agreed by the Parties, then the Purchase Price shall be adjusted to reflect those then-current amounts. See examples in Section 10.4.4.

10.4.9 Closing and Title Transfer. Contemporaneously with execution of this Agreement, the Parties shall execute the closing memorandum attached at **Exhibit 1** ("Closing Memorandum") describing the closing procedure, closing deliveries of the Parties (e.g., warranty deed, bill of sale, Purchase Price, etc.), and closing date. The closing date shall be the first date an event listed in Section 10.4.6 occurs. On the closing date, the City shall pay to the District the Purchase Price in accordance with Section 10 and the District shall execute and deliver to the City

for recording a warranty deed conveying fee simple title for the Fire Station to the City. The Parties may amend or alter the Closing Memorandum as they mutually agree.

10.4.10 Transfer of Fire Station Personnel. In the event the District no longer operates the Fire Station, the City shall give consideration to hiring District personnel for that purpose, but shall not be obligated to do so except as provided by applicable law.

10.4.11 Transfer of Fire Station Equipment. At such time as the City exercises its right to purchase the Fire Station from the Fire District under the terms of this Agreement, the City shall have the first right of refusal to purchase fire and EMS apparatus needed to continue the full operation of the Fire Station. The purchase price of said apparatus shall be the fair market value. In the event of any remaining lease cost on such apparatus, the purchase price shall be the lease cost.

10.4.12 Transition. At such time as the District no longer provides emergency services to the City, or as mutually agreed, the Fire District agrees it will fully cooperate in the transition of the Fire Services to minimize disruption and ensure the public safety.

11.0 Allocation of Liability; Indemnification

11.1 The City and the District, for themselves, their officers, elected and appointed officials, employees and agents (collectively, for purposes of this Section 11, the City and District, respectively), shall each at all times be solely responsible for all acts, omissions and all failures to act of their own personnel when such acts, omissions or failures occur or arise from the performance of said personnel's duties and responsibilities, including duties and responsibilities taken pursuant to or under this Agreement.

11.2 The City and the District agree to save, hold harmless and indemnify the other from all cost, expense, loss, liability and/or damage, including without limitation bodily injury or damage to property or the cost of defense or reasonable attorneys fees, which may be incurred in connection with or as a result of any act, omission or failure to act specified in Section 9.1.

12.0 Insurance

12.1 General. The District shall procure and maintain for the duration of this Agreement property and liability insurance coverage for all District and jointly-owned facilities (including the Mill Creek Fire Station), apparatus and equipment with the limits and coverages stated in its Portfolio of Coverages ("Portfolio") existing as of October 10, 2017. The District shall provide certificates of insurance, with copies of pertinent endorsements thereof attached to the certificates, naming the City an additional insured and loss payee on the Portfolio coverages to the full extent of the City's interests. The Portfolio shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. The Portfolio shall be primary insurance with respect to the City and the City's coverage shall be noncontributory. The City shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage. In

the event of a default by the District in providing the insurance set forth above, the City may procure any such insurance and deduct the cost thereof from its next quarterly Annual Payment installment.

12.2 Mutual Waiver of Claims. The District and City each release and relieve the other, and waive their right of recovery against the other, for loss or damage to the Mill Creek Fire Station or other jointly owned equipment which arises out of the occurrence of any peril normally insured against in a standard "all risk" physical damage insurance policy and/or automobile physical damage insurance policy with comprehensive coverage. Each Party shall have its respective insurer endorse the applicable insurance policies to reflect the foregoing waiver, provided that such endorsement shall not be required if the applicable insurance policy permits the named insured to waive rights of subrogation on a blanket basis and the Parties disclose such waiver in writing, in which case such blanket waiver shall be acceptable.

13.0 Effective Date, Duration and Reopener

13.1 Effective Date and Original Term. This Agreement shall be effective on January 1, 2017, and shall continue through December 31, 2022. The Anniversary Date of the Original Term or any Renewal Term under this Agreement shall be December 31st of each year.

13.2 Renewal Terms. Unless this Agreement is terminated as provided herein, upon expiration of the Original Term and each year thereafter, this Agreement shall automatically renew for successive one (1) year Renewal Terms on the same terms and conditions set forth herein, except the Annual Payment shall be increased by the lesser of CPI-W as published in June of the previous year or the District's actual labor cost increase for the Renewal Term.

13.3 Reopener. This Agreement may be reopened if an event occurs that increases the District's responsibilities or obligations under this Agreement as it relates to performance, in which case the impact of those events as they affect the District's ability to meet the existing performance standards shall be negotiated by the Parties.

14.0 Termination and Winding Up

14.1 General. This Agreement may terminate or be terminated as set forth in this Section. Under any termination, the provisions of Sections 10, 14.8, 14.9 and 14.10 shall be triggered.

14.2 During Original Term. This Agreement may be terminated upon the end of the Original Term if either the City or District provide the other Party written notice on or before January 2, 2021 of its intent not to renew the Agreement.

14.3 During Renewal Term. This Agreement may be terminated during any Renewal Term only by written notice from the Party desiring to terminate the Agreement. Such notice shall be given not later than January 2nd preceding the Anniversary Date, established as December 31st of each year, which Anniversary Date shall also be the termination date.

14.4 Termination by Annexation. If the City annexes into the District during the term of this Agreement, then this Agreement shall be terminated at such time the annexation is certified by the Snohomish County Auditor.

14.5 Termination by Joinder in Regional Fire Authority.

14.5.1 In the event the City and District both join the same Regional Fire Authority ("RFA") at the same time, this Agreement shall automatically terminate upon the effective date of such occurrence; provided that if there is any gap in providing Fire Services by the RFA to the City, the District will continue to provide Fire Services until the RFA assumes such responsibility.

14.5.2 If the District joins an RFA and the City does not, this Agreement shall remain in full force and effect and shall be binding on any successor of the District, including the RFA.

14.5.3 If the City joins an RFA and the District does not, this Agreement shall terminate on the date stated in the City's notice to the District unless the Parties mutually agree to another date.

14.5.4 If the City and District join different RFAs, this Agreement shall terminate on the date stated in the City's notice to the District unless the Parties mutually agree to another date.

14.6 Continuation of Services Following District Merger. In the event the District merges with another fire district, this Agreement shall remain in full force and effect and shall be binding on any successor of the District.

14.7 Termination by Dissolution. In the event the District dissolves, such dissolution shall not cancel any outstanding obligations of the District under this Agreement, and the City shall also be entitled to recover for any expectation damages incurred as a result of the dissolution through levies that are collected by Snohomish County pursuant to RCW 52.10.010.

14.8 Notice. A Party planning or expecting a termination to occur under Section 14.4 through 14.7 shall give the other Party not less than 120 days prior written notice thereof, and may give more notice if feasible.

14.9 Disposition of Equipment and Property. In the event of any termination of this Agreement, the equipment and property ownership and allocation provisions of Section 10 shall apply.

14.10 Resolution of Monetary Obligations; Revenue Allocation. The Parties intend that the City's payment to the District for Fire Services will end on the applicable termination date as provided for herein. To the extent tax revenues are altered or changed as a consequence of any termination, the Parties shall cooperate to allocate such revenues to the Party entitled thereto, with the intent that such allocation be fair to each Party in the winding up of this Agreement and establishment of such changed revenue stream. In the event the Parties are unable to agree

regarding the allocation of such revenues, the dispute resolution provisions of Section 15.6 shall apply.

15.0 General Terms and Conditions

15.1 Severability. If any provision of this Agreement or its application is held invalid, the remainder of this Agreement and its application shall not be affected.

15.2 Integration; Modification. This Agreement represents the entire agreement between the Parties and supersedes all other agreements whether oral or written. No change, termination or attempted waiver of any of the provisions of this Agreement shall be binding on a Party unless executed in writing by authorized representatives of the Party against whom the change, termination or waiver is claimed. This Agreement shall not be modified, supplemented or otherwise affected by course of dealings between the Parties.

15.3 Notices. All notices, requests, demands and other communications required by this Agreement shall be in writing and, except as expressly provided elsewhere in this Agreement, shall be deemed to have been given at the time of delivery if personally delivered, on the day of receipt if sent by overnight delivery carrier (e.g., UPS or FedEx), or on the day of mailing if sent certified mail, return receipt requested and addressed to the Party at its address as stated below or at such address as a Party may thereafter designate at any time in writing pursuant to this Section 15.3.

City Address: City of Mill Creek
Attn: City Manager
15728 Main Street
Mill Creek, Washington 98012

District Address: Fire District No. 7
Attn: Fire Chief
163 Village Court
Monroe, Washington 98272

15.4 Authority. By and through their signatures below, each Party warrants to the other that it is fully authorized to enter into this Agreement and has performed all of the actions required for such authorization, provided that any defect in such performance or authorization shall not release that Party from its obligations under this Agreement.

15.5 No Third Party Beneficiaries. This Agreement is entered into solely for the benefit of the District and the City. This Agreement shall confer no benefits, direct, indirect or implied, on or to any third persons, and no third persons shall claim any such benefits.

15.6 Dispute Resolution. In the event of a dispute relating to the interpretation or application or performance of this Agreement, the Parties agree to meet within twenty (20) days of written notice of the dispute to negotiate a resolution in good faith. In the event the dispute

remains unresolved twenty (20) days after such meeting, the Parties may jointly seek to initiate mediation or may individually apply to the Superior Court for Snohomish County for such relief as may be deemed appropriate. If the Parties agree to mediation, they shall select a professional mediator located in Everett or Seattle agreeable to both Parties and endeavor to complete the mediation within twenty (20) days of such selection. Each Party shall pay one-half the mediation fee and bear their own costs and attorneys fees. If the mediation is not successful, either Party may apply to the Superior Court for Snohomish County for such relief as may be deemed appropriate.

15.7 Venue; Attorneys Fees. The venue for any legal action arising under or in connection with this Agreement shall be in the Superior Court for Snohomish County. The prevailing party in any judicial dispute arising under or in connection with this Agreement shall be entitled to an award of its reasonable attorney fees against the nonprevailing party.

15.8 Effective Date. This Agreement is effective as of January 1, 2017

WHEREFORE, the Parties enter into this Agreement and agree to be bound by its terms and conditions and to faithfully adhere to same.

FIRE PROTECTION DISTRICT NO. 7

Roy Waugh 2/27/18
 Roy Waugh Date
 FPD No. 7 Board Member

Randy Fay 2-27-18
 Randy Fay Date
 FPD No. 7 Board Member

Bill Snyder 2-27-18
 Bill Snyder Date
 FPD No. 7 Board Member

Leslie Jo Wells Date
 Leslie Jo Wells
 FPD No. 7 Board Member

Jeff Schaub 2/27/18
 Jeff Schaub Date
 FPD No. 7 Board Member

Randy Woolery 2-27-18
 Randy Woolery Date
 FPD No. 7 Board Member

APPROVED AS TO FORM:

Cogdill Nichols Rein Wartelle Andrews

Mitch Cogdill
 Mitch Cogdill, District Attorney

CITY OF MILL CREEK

Rebecca C. Polizzotto 2-28-2018
 Rebecca C. Polizzotto Date
 City Manager

ATTEST

Gina Pfister 2-28-18
 Gina Pfister Date
 Acting City Clerk

APPROVED AS TO FORM

Office of the City Attorney

Scott M. Missall
 Scott M. Missall, City Attorney

Exhibit 1
to
2017-2022 Mill Creek – FPD7
Fire Services Agreement

Closing Memorandum

[see attached]

**CLOSING MEMORANDUM FOR
PURCHASE AND SALE OF MILL CREEK FIRE STATION
PURSUANT TO 2017 FIRE SERVICES AGREEMENT**

1. Parties

This Closing Memorandum and Agreement (**Closing Memorandum**) is entered into as of this _____ day of _____, ____ (**Execution Date**) by and between the City of Mill Creek, a Washington municipal corporation (**City**), and Snohomish County Fire Protection District No. 7, a Washington special purpose district (**District**). The City and District are each a Party, and collectively the Parties, to this Closing Memorandum.

2. Background

2.1 The City and District entered into and are the parties to the Joint Long Term Fire Services and Emergency Medical Agreement, dated October 1996, as amended by a letter of understanding dated as of August 17, 1999; by a Memorandum of Understanding dated December 19, 2006; by an Adjustment to the City of Mill Creek Annual Assessment and Amendment to the Joint Long Term Fire Services and Emergency Medical Agreement dated December 19, 2006; by an Amendment to the Joint Long Term Fire Services and Emergency Medical Agreement dated October 12, 2011; and by a Third Amendment to the Joint Long Term Fire Services and Emergency Medical Agreement dated July 12, 2012 (collectively the **1996 Fire Services Agreement**). The 1996 Fire Services Agreement authorizes the transfer of ownership of the Mill Creek Fire Station, including certain equipment, rolling stock, and related real and personal property (collectively the **Mill Creek Fire Station** or **Station**) from the District to the City upon timely notices and for subsequent payment of consideration.

2.2 On December 22, 2016, the City gave timely notice to the District of the City's exercise of its right to acquire ownership of the Mill Creek Fire Station pursuant to Section 8.3.3 of the 1996 Fire Services Agreement. On June 13, 2017, the District gave timely notice to the City of the District's termination of the 1996 Fire Services Agreement effective as of January 1, 2018.

2.3 Effective January 1, 2017, the City and District entered into a new 6-year fire services agreement (**2017 Fire Services Agreement** or **2017 FSA**), to which this Closing Memorandum comprises **Exhibit 1**. Under Section 10.4 of the 2017 FSA, the Parties acknowledge the foregoing recitals and have established the timing and steps that will complete the transfer of ownership of the Mill Creek Fire Station from the District to the City (collectively the **Transaction**). The Transaction includes *inter alia* the execution of this Closing Memorandum at the time described in Section 10.4 of the 2017 FSA and completion of the other steps comprising the Transaction.

2.4 The property, vehicles, facilities and equipment presently used by the District to maintain and operate the Mill Creek Fire Station and to be included in the Transaction are as specified in Section 10.4 of the 2017 Fire Services Agreement.

2.5 An event having occurred under the 2017 Fire Services Agreement triggering the execution of this Closing Memorandum, the Parties now wish to complete the Transaction pursuant to the terms set forth herein (**Closing**).

2.6 The capitalized terms used in this Closing Memorandum, unless defined herein, shall have the meaning ascribed to such to such terms in the 2017 Fire Services Agreement.

3. Terms and Conditions

NOW, THEREFORE, in consideration of the foregoing and the mutual benefits set forth herein, the receipt and sufficiency of which are acknowledged, the Parties memorialize the final actions necessary to consummate the Transaction and enter into the following agreements as part and parcel thereof:

3.1 Predicate Closing Conditions Completed. The Parties acknowledge that all of the predicate conditions for Transfer of ownership of the Mill Creek Fire Station from the District to the City have been satisfied or waived. The following closing conditions comprise the agreed final steps for completion of title transfer and the Transaction.

3.2 Title Report and Policy. The District shall provide to the City an owner's extended coverage title policy for the Mill Creek Fire Station, with coverage in the amount of the purchase price set forth below and containing conditions and encumbrances acceptable to the City. The District shall deliver a preliminary title commitment not less than 30 days following the execution date of this Closing Memorandum, and a title policy pro forma not less than 30 days before Closing. The Parties shall share equally the cost of the title documents required under this section.

3.3 Environmental Report and Remediation. The City shall promptly perform an environmental investigation of the Mill Creek Fire Station and advise the District of any conditions, deficiencies, and/or required remediation related thereto. Each Party shall be responsible for its own acts or omissions with regard to environmental issues, and any liability therefor shall be apportioned in accordance with applicable state and federal law. Notwithstanding the foregoing, the Parties may agree to defer such action and/or enter into any contractual or indemnification arrangements they deem suitable to resolve such issues.

3.4 Payment for Mill Creek Fire Station. The Parties acknowledge and agree that the purchase price for the Mill Creek Fire Station, and credits for City equity in the Station, is set forth in Section 10.4 of the 2017 Fire Services Agreement, as they may be modified by and in conformance with the terms of Section 10.4 over the term of the 2017 FSA. The final purchase price balance shall be paid by the City to the District in equal annual payments over twenty (20) years, without interest. Each annual payment will be due on or before each anniversary of the Closing Date. The City may prepay all or any portion of the balance of the purchase price at any time without penalty.

3.5 Payment for Rolling Stock (if any). The Parties acknowledge and agree that rolling stock, such as fire trucks, pumper trucks, and EMS vehicles, may be acquired by the City contemporaneously with acquisition of the Mill Creek Fire Station pursuant to and in conformance with the terms of Section 10.4.

3.6 Closing Deliveries of the Parties. As of the Closing Date, the Parties agree and warrant that they shall have made deliveries to each other of the fully executed documents required by the Transaction, specified in the 2017 Fire Services Agreement, and as otherwise necessary to complete Closing. The documents and requirements minimally necessary to complete Closing include the following in the form reflected at the indicated Attachment:

- 3.6.1 Payment of the Purchase Price for the Station.
- 3.6.2 Statutory Warranty Deed to the Station (**Attachment 1**).
- 3.6.3 Excise Tax Affidavit (**Attachment 2**).
- 3.6.4 Bill of Sale for Station Equipment (**Attachment 3**).
- 3.6.5 Title Policy as described in Section 3.2 (not attached).
- 3.6.6 Notice of Environmental Status of Station as described in Section 3.3 (not attached).
- 3.6.7 Bill of Sale and transfer of Washington title registration to any rolling stock included in the Transaction (not attached).
- 3.6.8 Closing Statement (**Attachment 4**).

4. Closing Date. The Closing Date shall be the date sixty days after the event triggering the execution of this Closing Memorandum under the 2017 FSA. The Parties acknowledge and agree that the Closing deliveries and payments will have been duly made as of, and that Closing has occurred on, the Closing Date.

5. Miscellaneous. This Closing Memorandum is the entire agreement between the Parties governing the Transaction. This Closing Memorandum shall be treated as evidence of Closing pursuant to and in conformity with the 2017 Fire Services Agreement. This Closing Memorandum may be executed in counterparts, each of which shall be deemed to be an original hereof, and all of which shall constitute one and the same document. Each Party warrants that it has taken all necessary steps to approve the Transaction and Closing Memorandum, and authorize the signatories below to execute and implement the Closing Memorandum on behalf of said Party.

IN WITNESS WHEREOF, the Parties have executed this Closing Memorandum as of the Closing Date.

<p>THE CITY OF MILL CREEK</p> <p>By: _____ _____, City Manager</p> <p>ATTEST:</p> <p>By: _____ _____, City Clerk</p> <p>APPROVED AS TO FORM:</p> <p>By: _____ _____, City Attorney</p>	<p>SNOHOMISH COUNTY FIRE DISTRICT NO. 7</p> <p>By: _____ Roy Waugh, Chairman</p> <p>By: _____ Bill Snyder, Vice-Chair</p> <p>By: _____ Randy Fay, Commissioner</p> <p>By: _____ Leslie Jo Wells, Commissioner</p> <p>By: _____ Jeff Schaub, Commissioner</p> <p>By: _____ Randy Woolery, Commissioner</p> <p>ATTEST:</p> <p>By: _____ Jamie Silva, Secretary to the Board</p> <p>APPROVED AS TO FORM:</p> <p>By: _____ Mitch Cogdill, Counsel to District</p>

Attachment 1

Statutory Warranty Deed

Attachment 2

Excise Tax Affidavit

Attachment 3

Bill of Sale

Attachment 4

Closing Statement