



Shelton City Council
Meeting Agenda
March 17, 2020 at 6:00 p.m.
Shelton Civic Center

A. Call to Order

- Pledge of Allegiance
- Roll Call
- Late Changes to the Agenda

B. Council Reports

C. General Public Comment (3-minute time limit)

The City Council invites members of the public to provide comment on any topic at this time. Please sign in on the public comment sheet and keep an instruction card. If you would like to comment on a Business or Action item, please list the agenda item number on the list. City Councilmembers and City Staff will not enter into a dialogue during public comment. If the Council feels an issue requires follow up, Staff will be directed to respond at an appropriate time.

D. Consent Agenda (Action)

1. Vouchers numbered 101611 through 101655 in the amount of \$72,734.26
2. Vouchers numbered 101656 through 101713 in the amount of \$278,346.17
3. Minutes from the business meetings of December 3, 2019 and January 7, 2020

E. Presentations

1. City Code Updates – Presented by Community Development Director Mark Ziegler

F. Business Agenda (Study/No Action/Public Comment Taken)

1. City Policy Updates 100-05 & 100-12 – Presented by City Manager Jeff Niten

G. Action Agenda (Action/Public Comment Taken)

1. Regional SWAT Agreement – Presented by Police Chief Darrin Moody
2. Downtown Connector Final Acceptance – Presented by City Manager Jeff Niten
3. DOC Grant Acceptance for Civic Center Parking Log – Presented by City Manager Jeff Niten
4. EM&R Purchases – Presented by City Manager Jeff Niten
5. Resolution No. 1156-0320 Entering into an ILA with Squaxin Tribe – Presented by City Manager Jeff Niten

H. General Public Comment (3-minute time limit)

I. Administration Reports

- City Manager Report

J. New Items for Discussion

K. Announcement of Next Meeting – April 7, 2020 at 6:00 p.m.

L. Adjourn

The City of Shelton is committed to the non-discriminatory treatment of all persons in employment and the delivery of services and resources. If you require accommodation for your attendance at the City Council meeting, please call (360) 432-5103 at least 48 hours in advance of the meeting.



2020 Looking Ahead

(Items and dates are subject to change)

Tues. 4/7 6:00 p.m.	Regular Meeting	Consent Agenda <ul style="list-style-type: none"> Vouchers/Payroll Warrants/Meeting Minutes Presentations <ul style="list-style-type: none"> Business Agenda <ul style="list-style-type: none"> Public Hearing – Ordinance No. 1949-0220 Single Room Occupancy Action Agenda <ul style="list-style-type: none"> Ordinance No. 1948-0120 Parks, Recreation, Open Space and Trails (PROST) Plan Updated City policies 100-05 & 100-12 Administration Report <ul style="list-style-type: none"> 	Packet Items Due: Fri. 3/27
Wed. 4/15 6:00 p.m.	Special Meeting	Spotlight Shelton Community Meeting	N/A
Mon. 4/20 4:30 p.m.	Special Meeting	Legislative Wrap Up (location TBD)	N/A
Tues. 4/21 5:00 p.m.	Special Meeting Study Session	Road Rating Discussion	Packet Items Due: Fri. 4/10
Tues. 4/21 6:00 p.m.	Regular Meeting	Consent Agenda <ul style="list-style-type: none"> Vouchers/Payroll Warrants/Meeting Minutes Presentations <ul style="list-style-type: none"> 2019 Budget Year End Review Resident Owned Communities ROC) Business Agenda <ul style="list-style-type: none"> Ordinance No. 1950-0320 Budget Amendment for 2020 Action Agenda <ul style="list-style-type: none"> Ordinance No. 1949-0220 Single Room Occupancy Administration Report <ul style="list-style-type: none"> 	Packet Items Due: Fri. 4/10
Tues. 5/5 6:00 p.m.	Regular Meeting	Consent Agenda <ul style="list-style-type: none"> Vouchers/Payroll Warrants/Meeting Minutes Presentations <ul style="list-style-type: none"> Business Agenda <ul style="list-style-type: none"> Action Agenda <ul style="list-style-type: none"> Ordinance No. 1950-0320 Budget Amendment for 2020 Administration Report <ul style="list-style-type: none"> Warrant Amnesty Day (Judge Greer) 	Packet Items Due: Fri. 4/24
Tues. 5/19	Regular	Consent Agenda	Packet Items Due:

Updated 3/10/20

6:00 p.m.	Meeting	<ul style="list-style-type: none"> • Vouchers/Payroll Warrants/Meeting Minutes • Presentations • Business Agenda • Action Agenda • Administration Report • 	Fri. 5/8
Tues. 6/2 6:00 p.m.	Regular Meeting	Consent Agenda <ul style="list-style-type: none"> • Vouchers/Payroll Warrants/Meeting Minutes • Presentations • Business Agenda • Action Agenda • Administration Report • 	Packet Items Due: Fri. 5/22
Tues. 6/16 5:50 p.m.	Regular SMPD Meeting	Consent Agenda <ul style="list-style-type: none"> • Vouchers/Meeting Minutes • Business Agenda • Action Agenda • Administration Report • 	Packet Items Due: Fri. 6/5
Tues. 6/16 6:00 p.m.	Regular Meeting	Consent Agenda <ul style="list-style-type: none"> • Vouchers/Payroll Warrants/Meeting Minutes • Presentations • Business Agenda • Action Agenda • Administration Report • 	Packet Items Due: Fri. 6/5
Tues. 7/7 6:00 p.m.	Regular Meeting	Consent Agenda <ul style="list-style-type: none"> • Vouchers/Payroll Warrants/Meeting Minutes • Presentations • Business Agenda • Action Agenda • Administration Report • 	Packet Items Due: Fri. 6/26

Other – TBD

- UGA/Annexation Policy (Water/Sewer Extensions)
- Outside City Water/Sewer Extensions
- More Standing Committees by the Council

Updated 3/10/20

VOUCHER APPROVAL

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein vouchers numbered 101611 through number 101655 in the amount of \$72,734.26 that the claims are just, due and unpaid obligations against the City of Shelton, and that I am authorized to authenticate and certify said claims.

Signed this 24th of February, 2020.

For Deni Schmitz Accounting Manager
Director of Financial Services

We, the undersigned members of the City Council of Shelton, Washington, do hereby certify that the vouchers contained herein are approved for payment.

Signed this _____ of _____, 2020.

Mayor Kevin Dorcy

Deputy Mayor Deidre Peterson

Councilmember James Boad

Councilmember Megan Fiess

Councilmember Kathy McDowell

Councilmember Eric Onisko

Councilmember Joe Schmit



Shelton, WA

Check Register

Packet: APPKT01546 - February 21, 2020 - FEB/2020 Invoices

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-Main-APBNK-Main						
000401	A T & T	02/21/2020	Regular	0.00	52.13	101611
000675	ACCOUNTEMPS	02/21/2020	Regular	0.00	2,086.28	101612
001008	ADVANCE GLASS	02/21/2020	Regular	0.00	255.68	101613
VEN01945	AMANDA MARIAH MORGAN	02/21/2020	Regular	0.00	40.00	101614
002982	APP	02/21/2020	Regular	0.00	4,033.69	101615
002520	AUS WEST LOCKBOX	02/21/2020	Regular	0.00	130.66	101616
005900	CAPITAL BUSINESS MACHINES	02/21/2020	Regular	0.00	568.86	101617
008520	COMPLETE INDUSTRIAL SUPPLY	02/21/2020	Regular	0.00	187.36	101618
VEN01966	CRISTINA JERONIMO AHILON	02/21/2020	Regular	0.00	90.00	101619
009351	DELAGE LANDEN FINANCIAL SVCS	02/21/2020	Regular	0.00	373.08	101620
009422	DELL MARKETING L.P.	02/21/2020	Regular	0.00	1,113.85	101621
009573	DEPT OF ECOLOGY	02/21/2020	Regular	0.00	59.00	101622
010006	DRAGON ANALYTICAL	02/21/2020	Regular	0.00	250.00	101623
010100	DYNA SYSTEMS INC	02/21/2020	Regular	0.00	414.50	101624
VEN01964	EILEEN FARLEY	02/21/2020	Regular	0.00	17,000.00	101625
023078	FASTENAL COMPANY	02/21/2020	Regular	0.00	378.94	101626
080980	GILLIARDI LOGGING & CONSTRUCTI	02/21/2020	Regular	0.00	427.11	101627
038820	GILLIS AUTO CENTER, INC.	02/21/2020	Regular	0.00	231.61	101628
045150	HACH COMPANY	02/21/2020	Regular	0.00	819.48	101629
VEN01343	HB JAEGER	02/21/2020	Regular	0.00	401.41	101630
VEN01799	JULIAN CARRILLO MENDOZA	02/21/2020	Regular	0.00	1,000.00	101631
082975	L. G. ISAACSON CO. INC.	02/21/2020	Regular	0.00	522.24	101632
085995	LANGUAGE LINE SERVICES	02/21/2020	Regular	0.00	44.75	101633
087799	LE MAY MOBILE SHREDDING	02/21/2020	Regular	0.00	52.52	101634
VEN01967	LESERINE MURITOK	02/21/2020	Regular	0.00	473.75	101635
VEN01755	MASON COUNTY GARBAGE	02/21/2020	Regular	0.00	5,173.47	101636
187000	MASON COUNTY JOURNAL	02/21/2020	Regular	0.00	432.00	101637
117284	MCCARTHY & CAUSSEAU	02/21/2020	Regular	0.00	1,776.80	101638
142910	NORSTAR INDUSTRIES INC.	02/21/2020	Regular	0.00	2,214.69	101639
VEN01702	NORTHWEST TRUCK & INDUSTRIAL	02/21/2020	Regular	0.00	22.79	101640
146933	OFFICE DEPOT	02/21/2020	Regular	0.00	158.47	101641
VEN01875	OPENGOV, INC.	02/21/2020	Regular	0.00	10,000.00	101642
155543	PARATEX PEST CONTROL	02/21/2020	Regular	0.00	108.80	101643
VEN01513	PHILLIPS BURGESS GOVERNMENT R	02/21/2020	Regular	0.00	2,000.00	101644
172969	RWC GROUP	02/21/2020	Regular	0.00	427.34	101645
175940	SCOTT E ALEXANDER, ATTY	02/21/2020	Regular	0.00	420.00	101646
186242	SHELTON HIGH SCHOOL ASB	02/21/2020	Regular	0.00	2,080.00	101647
VEN01861	SIERRA SANTA FE	02/21/2020	Regular	0.00	14,369.73	101648
VEN01334	SUEZ TREATMENT SOLUTIONS INC.	02/21/2020	Regular	0.00	1,276.48	101649
189670	THE SHOPPER	02/21/2020	Regular	0.00	11.71	101650
201300	TOZIER BROS INC.	02/21/2020	Regular	0.00	67.97	101651
202195	U.S. BANK N.A.-CUSTODY	02/21/2020	Regular	0.00	72.00	101652
VEN01426	WALMART STORE	02/21/2020	Regular	0.00	30.00	101653
203900	WESMAR COMPANY, INC	02/21/2020	Regular	0.00	603.19	101654

Check Register

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
053987	WESTBAY NAPA AUTO PARTS	02/21/2020	Regular	0.00	481.92	101655

Bank Code APBNK-Main Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	66	45	0.00	72,734.26
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	66	45	0.00	72,734.26

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	2/2020	72,734.26
			<u>72,734.26</u>



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Bank Code: APBNK-Main-APBNK-Main						
000401	A T & T	02/21/2020	Regular	0.00	52.13	101611
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>FEB/2020</u>	Invoice	02/03/2020	ACCT #030 265 9923 001 - FEB/2020		52.13	
001-000-000-51423-4900		Miscellaneous		ACCT #030 265 9923 001 -	0.16	
001-000-000-51890-4215		Communication-Civic Cen		ACCT #030 265 9923 001 -	33.73	
402-400-000-53580-4200		Communication		ACCT #030 265 9923 001 -	18.24	
000675	ACCOUNTemps	02/21/2020	Regular	0.00	2,086.28	101612
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>54735710</u>	Invoice	11/19/2019	CUST #04440-100752000-WEEK-ENDED 1		1,253.44	
001-000-000-51423-4100		Professional Services/Adv		CUST #04440-100752000-	1,253.44	
<u>55206068</u>	Invoice	01/28/2020	CUST #04440-100752000-WEEK-ENDED 0		832.84	
001-000-000-51423-4100		Professional Services/Adv		CUST #04440-100752000-	832.84	
001008	ADVANCE GLASS	02/21/2020	Regular	0.00	255.68	101613
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>2-20542</u>	Invoice	01/29/2020	WINDSHIELD GREEN TINT #62973D		255.68	
503-000-000-54865-3500		Small Tools/Equipment		WINDSHIELD GREEN TINT	255.68	
VEN01945	AMANDA MARIAH MORGAN	02/21/2020	Regular	0.00	40.00	101614
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>REFUND-1</u>	Invoice	02/10/2020	REFUND RESTITUTION-CASE #48900C W.		40.00	
657-000-000-58600-0010		Municipal Court Trust		REFUND RESTITUTION-CAS	40.00	
002982	APP	02/21/2020	Regular	0.00	4,033.69	101615
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>0164144-IN</u>	Invoice	01/31/2020	CUST #01-7500158 - UNL-87 REG & ULSD		4,033.69	
503-250-000-58900-0001		Inventory-Gas		CUST #01-7500158 - UNL-	4,033.69	
002520	AUS WEST LOCKBOX	02/21/2020	Regular	0.00	130.66	101616
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>001991519328</u>	Invoice	11/27/2019	ACCT #792105973 - LAUNDRY SERVICES		42.92	
402-400-000-53580-4900		Miscellaneous		ACCT #792105973 - LAUN	42.92	
<u>001991607521</u>	Invoice	01/29/2020	ACCT #792105972 - LAUNDRY SERVICES		87.74	
401-000-000-53480-4901		Miscellaneous - Shop		ACCT #792105972 - LAUN	87.74	
005900	CAPITAL BUSINESS MACHINES	02/21/2020	Regular	0.00	568.86	101617

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Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
INV3250	Invoice	02/12/2020	CONTRACT #12512-01 SHARP #MX-5070V	0.00	478.09	
001-000-000-51160-3100	Office and Operating		CONTRACT #12512-01 SHA		118.09	
001-000-000-51310-3100	Office and Operating		CONTRACT #12512-01 SHA		5.40	
001-000-000-51421-3100	Office and Operating		CONTRACT #12512-01 SHA		4.49	
001-000-000-51423-3100	Office and Operating		CONTRACT #12512-01 SHA		16.73	
001-000-000-51430-3100	Office and Operating		CONTRACT #12512-01 SHA		1.34	
001-000-000-51810-3100	Office and Operating		CONTRACT #12512-01 SHA		0.43	
001-000-000-51830-3100	Office and Operating		CONTRACT #12512-01 SHA		15.59	
001-000-000-51888-3100	Office and Operating		CONTRACT #12512-01 SHA		19.12	
001-000-000-51896-3100	Office and Operating		CONTRACT #12512-01 SHA		159.92	
001-000-000-55860-3100	Office and Operating		CONTRACT #12512-01 SHA		123.12	
001-000-000-57320-3100	Office and Operating		CONTRACT #12512-01 SHA		0.57	
001-000-000-57680-3100	Office and Operating		CONTRACT #12512-01 SHA		13.29	
INV3251	Invoice	02/12/2020	CONTRACT #12533-01 SHARP #MX-3070V	0.00	90.77	
401-000-000-53480-4501	Operating Rentals - Shop		CONTRACT #12533-01 SHA		90.77	
008520	COMPLETE INDUSTRIAL SUPPLY	02/21/2020	Regular	0.00	187.36	101618
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
12346	Invoice	02/03/2020	CUST #413 - 1"X15' RATCHETING CARGO S	0.00	187.36	
503-000-000-54865-3104	Oper Supp-Parts-EM&R V		CUST #413 - 1"X15' RATCH		187.36	
VEN01966	CRISTINA JERONIMO AHILON	02/21/2020	Regular	0.00	90.00	101619
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
FEB/2020	Invoice	02/04/2020	FEB 04-FEB 11, 2020 INTERPRETER SERVIC	0.00	90.00	
001-000-000-51250-4106	Interpreter Expenses		FEB 04-FEB 11, 2020 INTER		90.00	
009351	DELAGE LANDEN FINANCIAL SVCS	02/21/2020	Regular	0.00	373.08	101620
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
66921838	Invoice	02/08/2020	CONTRACT #25532691 SHARP #MX5070V	0.00	270.91	
001-000-000-51530-4500	Operating Rentals		CONTRACT #25532691 SH		13.55	
001-000-000-51896-4500	Operating Rentals		CONTRACT #25532691 SH		127.33	
001-000-000-55860-4500	Operating Rentals		CONTRACT #25532691 SH		130.03	
66934474	Invoice	02/08/2020	CONTRACT #25536642-SHARP #MX3070V	0.00	102.17	
401-000-000-53480-4501	Operating Rentals - Shop		CONTRACT #25536642-SH		102.17	
009422	DELL MARKETING L.P.	02/21/2020	Regular	0.00	1,113.85	101621
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
10372086183	Invoice	02/02/2020	CUST #8933147-P.O. #IT20200130-01 PRE	0.00	1,113.85	
401-300-000-59434-6430	Water SCADA OperSyste	19-BPAOUTAGE	CUST #8933147-P.O. #IT20		1,113.85	
009573	DEPT OF ECOLOGY	02/21/2020	Regular	0.00	59.00	101622
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
CERT #9151	Invoice	02/13/2020	CERT #9151-LUKAS MOODY APPLICATION	0.00	59.00	
402-400-000-53580-4959	SEWER-Certifications/Per		CERT #9151-LUKAS MOOD		59.00	
010006	DRAGON ANALYTICAL	02/21/2020	Regular	0.00	250.00	101623
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
200210-12	Invoice	02/11/2020	02/10/2020-COLIFORM BACTERIA ANALYS	0.00	250.00	
401-000-000-53480-4100	Professional Services/Adv		02/10/2020-COLIFORM BA		250.00	
010100	DYNA SYSTEMS INC	02/21/2020	Regular	0.00	414.50	101624

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Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>23507332</u>	Invoice	01/23/2020	CUST #DY158353-ERASING STRIP, SLASHE	0.00	414.50	
<u>503-000-000-54865-3100</u>		Office and Operating		CUST #DY158353-ERASING	414.50	
VEN01964	EILEEN FARLEY	02/21/2020	Regular	0.00	17,000.00	101625
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>FEB/2020 ASSESS</u>	Invoice	02/12/2020	FEB/2020 ASSESSMENT OF PUBLIC DEFEN	0.00	17,000.00	
<u>001-000-000-51593-4101</u>		LEGAL - OPD Grant Public		FEB/2020 ASSESSMENT OF	17,000.00	
023078	FASTENAL COMPANY	02/21/2020	Regular	0.00	378.94	101626
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>WATUM181551</u>	Invoice	01/28/2020	CUST #WATUM1147 - 1-SXL WYE STRAINE	0.00	51.27	
<u>503-000-000-54865-3104</u>		Oper Supp-Parts-EM&R V		CUST #WATUM1147 - 1-SX	51.27	
<u>WATUM181752</u>	Invoice	02/03/2020	CUST #WATUM1962 - MISC SUPPLIES	0.00	228.76	
<u>402-400-000-53580-3100</u>		Office and Operating		CUST #WATUM1962 - MIS	228.76	
<u>WATUM181772</u>	Invoice	02/04/2020	CUST #WATUM1961-9.1"X16.8" WIPE 126	0.00	32.78	
<u>401-000-000-53480-3100</u>		Office and Operating		CUST #WATUM1961-9.1"X	32.78	
<u>WATUM181852</u>	Invoice	02/06/2020	CUST #WATUM1147 - MISC SHOP SUPPLI	0.00	66.13	
<u>503-000-000-54865-3100</u>		Office and Operating		CUST #WATUM1147 - MIS	66.13	
080980	GILLIARDI LOGGING & CONSTRUCTI	02/21/2020	Regular	0.00	427.11	101627
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>5465</u>	Invoice	02/11/2020	02/11/2020 TICKETS - DRY FILL	0.00	139.15	
<u>001-000-000-51890-3115</u>		Office and Operating-Civi		02/11/2020 TICKET #1834	30.00	
<u>001-000-000-51890-3115</u>		Office and Operating-Civi		02/11/2020 TICKET #1834	37.98	
<u>001-000-000-57250-3100</u>		Office and Operating		02/11/2020 TICKET #1834	37.70	
<u>001-000-000-57250-3100</u>		Office and Operating		02/11/2020 TICKET #1834	33.47	
<u>5493</u>	Invoice	02/13/2020	02/13/2020 TICKETS - DRY FILL	0.00	287.96	
<u>001-000-000-57680-3100</u>		Office and Operating		02/13/2020 TICKET #1835	71.01	
<u>001-000-000-57680-3100</u>		Office and Operating		02/13/2020 TICKET #1836	70.09	
<u>001-000-000-57680-3100</u>		Office and Operating		02/13/2020 TICKET #1836	70.20	
<u>001-000-000-57680-3100</u>		Office and Operating		02/13/2020 TICKET #1836	76.66	
038820	GILLIS AUTO CENTER, INC.	02/21/2020	Regular	0.00	231.61	101628
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>613551/1</u>	Invoice	02/04/2020	CUST #2440 - MULTI-POINT INSPECTION-	0.00	186.33	
<u>001-000-000-52122-3110</u>		Office & Operating-Auto		CUST #2440 - MULTI-POIN	53.71	
<u>001-000-000-52122-4805</u>		Repairs and Maintenance		CUST #2440 - MULTI-POIN	132.62	
<u>613608/1</u>	Invoice	02/05/2020	CUST #2440 - MULTI-POINT INSPECTION	0.00	45.28	
<u>001-000-000-52122-3110</u>		Office & Operating-Auto		CUST #2440 - MULTI-POIN	26.57	
<u>001-000-000-52122-4805</u>		Repairs and Maintenance		CUST #2440 - MULTI-POIN	18.71	
045150	HACH COMPANY	02/21/2020	Regular	0.00	819.48	101629
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>11822964</u>	Invoice	02/03/2020	ACCT #341640 - NITRATE, TNT, LR, 0.2-13.	0.00	105.95	
<u>402-400-000-53580-3100</u>		Office and Operating		ACCT #341640 - NITRATE,	105.95	
<u>11832241</u>	Invoice	02/10/2020	ACCT #341640 - SAMPLE BLANK VIALS, TN	0.00	36.32	
<u>402-640-000-53580-3100</u>		Office and Operating		ACCT #341640 - SAMPLE B	36.32	
<u>11832289</u>	Invoice	02/10/2020	ACCT #341640 - NITROGEN, NITRATE, BUF	0.00	677.21	
<u>402-640-000-53580-3100</u>		Office and Operating		ACCT #341640 - NITROGE	677.21	
VEN01343	HB JAEGER	02/21/2020	Regular	0.00	401.41	101630

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>U2016005066</u>	Invoice	02/06/2020	CUST #CITSHE- 2 SCH80 COUPLING SXS	0.00	85.65	
<u>402-400-000-53580-3100</u>		Office and Operating		CUST #CITSHE- 2 SCH80 C	85.65	
<u>U2016005073</u>	Invoice	02/06/2020	CUST #CITSHE- 2 TRU UNION STANDARD	0.00	315.76	
<u>402-400-000-53580-3100</u>		Office and Operating		CUST #CITSHE- 2 TRU UNI	315.76	
VEN01799	JULIAN CARRILLO MENDOZA	02/21/2020	Regular	0.00	1,000.00	101631
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>REFUND-1</u>	Invoice	02/04/2020	REFUND BAIL-CASE #Z0207512 CARRILLO	0.00	1,000.00	
<u>657-000-000-58600-0010</u>		Municipal Court Trust		REFUND BAIL-CASE #Z020	1,000.00	
082975	L. G. ISAACSON CO. INC.	02/21/2020	Regular	0.00	522.24	101632
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>T305975</u>	Invoice	01/30/2020	CUST #SHECITO-CHAIN ASSEMBLY, ID TAG,	0.00	522.24	
<u>503-000-000-54865-3100</u>		Office and Operating		CUST #SHECITO-CHAIN AS	522.24	
085995	LANGUAGE LINE SERVICES	02/21/2020	Regular	0.00	44.75	101633
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>4742078</u>	Invoice	01/31/2020	ACCT #9020514029-PHONE INTERPRETATI	0.00	44.75	
<u>001-000-000-51250-4106</u>		Interpreter Expenses		ACCT #9020514029-PHON	44.75	
087799	LE MAY MOBILE SHREDDING	02/21/2020	Regular	0.00	52.52	101634
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>4647330</u>	Invoice	02/01/2020	ACCT #2185-952778-1166-SHRED CART 0	0.00	26.76	
<u>001-000-000-51250-4109</u>		Other Professional Servic		ACCT #2185-952778-1166-	26.76	
<u>4647528</u>	Invoice	02/01/2020	ACCT #2185-952778-1207- SHRED CART 0	0.00	25.76	
<u>001-000-000-51810-4100</u>		Professional Services/Adv		ACCT #2185-952778-1207-	25.76	
VEN01967	LESERINE MURITOK	02/21/2020	Regular	0.00	473.75	101635
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>FEB12/2020</u>	Invoice	02/12/2020	FEB12/2020 INTERPRETER SERVICES	0.00	473.75	
<u>001-000-000-51250-4106</u>		Interpreter Expenses		FEB12/2020 INTERPRETER	473.75	
VEN01755	MASON COUNTY GARBAGE	02/21/2020	Regular	0.00	5,173.47	101636
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>JAN/2020</u>	Invoice	02/18/2020	JAN/2020 DEBT COLLECTION AGREEMENT	0.00	5,173.47	
<u>657-000-000-58940-0000</u>		Mason County Garbage C		JAN/2020 DEBT COLLECTIO	5,173.47	
187000	MASON COUNTY JOURNAL	02/21/2020	Regular	0.00	432.00	101637
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>102645</u>	Invoice	01/16/2020	LEGAL NOTICE-COUNCIL OPENING 01/16,	0.00	432.00	
<u>001-000-000-51160-4100</u>		Professional Services/Adv		LEGAL NOTICE-COUNCIL O	432.00	
117284	MCCARTHY & CAUSSEAU	02/21/2020	Regular	0.00	1,776.80	101638
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>78</u>	Invoice	01/31/2020	JAN./2020 LAND USE HEARINGS EXAMIN	0.00	1,776.80	
<u>001-000-000-55860-4100</u>		Professional Services/Adv		JAN./2020 LAND USE HEA	1,776.80	
142910	NORSTAR INDUSTRIES INC.	02/21/2020	Regular	0.00	2,214.69	101639

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>57705</u>	Invoice	01/06/2020	P.O. #0073-KUPER PLOW BLADES & CURB	0.00	2,214.69	
<u>503-000-000-54865-3500</u>		Small Tools/Equipment		P.O. #0073-KUPER PLOW B	2,214.69	
VEN01702	NORTHWEST TRUCK & INDUSTRIAL	02/21/2020	Regular	0.00	22.79	101640
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>101461</u>	Invoice	02/10/2020	ACCT #10560-FENDER MOUNT #19960D	0.00	22.79	
<u>503-000-000-54865-3104</u>		Oper Supp-Parts-EM&R V		ACCT #10560-FENDER MO	22.79	
146933	OFFICE DEPOT	02/21/2020	Regular	0.00	158.47	101641
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>425479954001</u>	Invoice	01/08/2020	ACCT #28972108-TAPE, TRANS, HIGHLIGHT	0.00	77.46	
<u>001-000-000-51830-3100</u>		Office and Operating		ACCT #28972108-TAPE, TR	11.62	
<u>001-000-000-51895-3100</u>		Office and Operating		ACCT #28972108-TAPE, TR	17.04	
<u>001-000-000-51896-3100</u>		Office and Operating		ACCT #28972108-TAPE, TR	16.27	
<u>001-000-000-55860-3100</u>		Office and Operating		ACCT #28972108-TAPE, TR	26.34	
<u>001-000-000-57120-3100</u>		Office and Operating		ACCT #28972108-TAPE, TR	3.09	
<u>001-000-000-57550-3100</u>		Office and Operating		ACCT #28972108-TAPE, TR	3.10	
<u>435209379001</u>	Invoice	01/29/2020	ACCT #28972108-RECORD BK, GRN CANV	0.00	81.01	
<u>402-400-000-53580-3100</u>		Office and Operating		ACCT #28972108-RECORD	81.01	
VEN01875	OPENGOV, INC.	02/21/2020	Regular	0.00	10,000.00	101642
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>INV-004050</u>	Invoice	01/01/2020	PROFESSIONAL SESRVICES DEPLOYMENT	0.00	10,000.00	
<u>001-000-000-51489-4101</u>		FINANCE OTHER-OpenGo		PROFESSIONAL SESRVICES	10,000.00	
155543	PARATEX PEST CONTROL	02/21/2020	Regular	0.00	108.80	101643
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>163302</u>	Invoice	01/28/2020	ACCT #38264-JAN/2020 PEST CONTROL	0.00	108.80	
<u>401-000-000-53480-4101</u>		Professional Services - Sh		ACCT #38264-JAN/2020 PE	108.80	
VEN01513	PHILLIPS BURGESS GOVERNMENT R	02/21/2020	Regular	0.00	2,000.00	101644
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>1455</u>	Invoice	02/11/2020	FEB/2020 GOVERNMENTAL AFFAIRS CONS	0.00	2,000.00	
<u>001-000-000-51310-4100</u>		Professional Services/Adv		FEB/2020 GOVERNMENTA	2,000.00	
172969	RWC GROUP	02/21/2020	Regular	0.00	427.34	101645
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>163778M</u>	Invoice	02/05/2020	CUST #CIT74450-TRUFIT EXP #00043D	0.00	427.34	
<u>503-000-000-54865-3102</u>		Oper Supplies-Parts		CUST #CIT74450-TRUFIT E	427.34	
175940	SCOTT E ALEXANDER, ATTY	02/21/2020	Regular	0.00	420.00	101646
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>FEB10/2020</u>	Invoice	02/10/2020	FEB10 & FEB12/2020 JUDGE PRO TEM SE	0.00	420.00	
<u>001-000-000-51250-4101</u>		Judge Pro-Tem		FEB10 & FEB12/2020 JUD	420.00	
186242	SHELTON HIGH SCHOOL ASB	02/21/2020	Regular	0.00	2,080.00	101647

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>YOUTH BB</u>	Invoice	02/10/2020	YOUTH BASKETBALL PROGRAM INSTRUCT	0.00	2,080.00	
<u>001-000-000-57120-4100</u>		Professional Services/Adv		YOUTH BASKETBALL PROG	1,120.00	
<u>001-000-000-57120-4100</u>		Professional Services/Adv		YOUTH BASKETBALL PROG	960.00	
VEN01861	SIERRA SANTA FE	02/21/2020	Regular	0.00	14,369.73	101648
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>RETAINAGE</u>	Invoice	02/12/2020	RETAINAGE - 2019 CHIPSEAL PROJECT	0.00	14,369.73	
<u>302-000-000-59530-6300</u>		CAPITAL IMPROVEMENT-	19-CHIPSEAL	RETAINAGE - 2019 CHIPSE	14,369.73	
VEN01334	SUEZ TREATMENT SOLUTIONS INC.	02/21/2020	Regular	0.00	1,276.48	101649
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>900119605</u>	Invoice	01/28/2020	CUST #726417-PO #2003 DCA ASSEMBLY,	0.00	1,276.48	
<u>402-400-000-53580-3100</u>		Office and Operating		CUST #726417-PO #2003	1,276.48	
189670	THE SHOPPER	02/21/2020	Regular	0.00	11.71	101650
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>40371</u>	Invoice	02/11/2020	HARDBOARD CLIPBOARDS	0.00	11.71	
<u>401-000-000-53480-3100</u>		Office and Operating		HARDBOARD CLIPBOARDS	11.71	
201300	TOZIER BROS INC.	02/21/2020	Regular	0.00	67.97	101651
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>441739</u>	Invoice	02/06/2020	CUST #20090-WRENCH COMBO SET, FISK	0.00	67.97	
<u>401-000-000-53480-3100</u>		Office and Operating		CUST #20090-WRENCH CO	67.97	
202195	U.S. BANK N.A.-CUSTODY	02/21/2020	Regular	0.00	72.00	101652
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>JAN/2020</u>	Invoice	01/01/2020	JAN/2020 CUSTODY CHARGES 01/01/20 -	0.00	72.00	
<u>001-000-000-51423-4102</u>		Prof Services-Banking Fee		JAN/2020 CUSTODY CHAR	72.00	
VEN01426	WALMART STORE	02/21/2020	Regular	0.00	30.00	101653
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>REFUND-2</u>	Invoice	02/10/2020	REFUND RESTITUTION-JUSTIN BANKS	0.00	30.00	
<u>657-000-000-58600-0010</u>		Municipal Court Trust		REFUND RESTITUTION-JUS	30.00	
203900	WESMAR COMPANY, INC	02/21/2020	Regular	0.00	603.19	101654
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>271875</u>	Invoice	02/05/2020	CUST #31175-SODIUM HYPOCHLORITE 12	0.00	603.19	
<u>401-000-000-53480-3104</u>		Office and Operating-Chl		CUST #31175-SODIUM HY	603.19	
053987	WESTBAY NAPA AUTO PARTS	02/21/2020	Regular	0.00	481.92	101655
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>860700</u>	Credit Memo	01/22/2020	ACCT #4296 - CORE DEPOSIT #07062D	0.00	-58.75	
<u>503-000-000-54865-3104</u>		Oper Supp-Parts-EM&R V		ACCT #4296 - CORE DEPOS	-58.75	
<u>861601</u>	Credit Memo	01/28/2020	ACCT #4296 - CORE DEPOSIT #07062D	0.00	-19.58	
<u>503-000-000-54865-3104</u>		Oper Supp-Parts-EM&R V		ACCT #4296 - CORE DEPOS	-19.58	
<u>862353</u>	Invoice	02/03/2020	ACCT #4296 - HYDRAULIC FILTER, FUEL FIL	0.00	173.01	
<u>503-000-000-54865-3104</u>		Oper Supp-Parts-EM&R V		ACCT #4296 - HYDRAULIC	173.01	
<u>862490</u>	Invoice	02/04/2020	ACCT #4296 - LUBRICATION EQUIPMENT-S	0.00	154.66	
<u>503-000-000-54865-3100</u>		Office and Operating		ACCT #4296 - LUBRICATIO	154.66	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<u>862633</u>	Invoice	02/05/2020	ACCT #4296 - BRAKE HOSE-FRONT R #000	0.00	16.11	
<u>503-000-000-54865-3100</u>		Office and Operating	ACCT #4296 - BRAKE HOSE		16.11	
<u>862911</u>	Invoice	02/06/2020	ACCT #4296 -16PC 1 2DR SAE SE	0.00	52.02	
<u>401-000-000-53480-3100</u>		Office and Operating	ACCT #4296 -16PC 1 2DR S		52.02	
<u>863344</u>	Invoice	02/10/2020	ACCT #4296 - BOXED CAPSULES #19932D	0.00	40.82	
<u>503-000-000-54865-3104</u>		Oper Supp-Parts-EM&R V	ACCT #4296 - BOXED CAPS		40.82	
<u>863873</u>	Invoice	02/13/2020	ACCT #4296-THE LEGEND & CORE DEPOSI	0.00	123.63	
<u>503-000-000-54865-3102</u>		Oper Supplies-Parts	ACCT #4296-THE LEGEND		123.63	

Bank Code APBNK-Main Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	66	45	0.00	72,734.26
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	66	45	0.00	72,734.26

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	2/2020	72,734.26
			<u>72,734.26</u>

VOUCHER APPROVAL

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein vouchers numbered 101656 through number 101713 in the amount of \$278,346.17 that the claims are just, due and unpaid obligations against the City of Shelton, and that I am authorized to authenticate and certify said claims.

Signed this 2nd of March, 2020.


for Jeni Schmyz, Accounting Manager
Director of Financial Services

We, the undersigned members of the City Council of Shelton, Washington, do hereby certify that the vouchers contained herein are approved for payment.

Signed this _____ of _____, 2020.

Mayor Kevin Dorey

Deputy Mayor Deidre Peterson

Councilmember James Boad

Councilmember Megan Fiess

Councilmember Kathy McDowell

Councilmember Eric Onisko

Councilmember Joe Schmit



Shelton, WA

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By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-Main-APBNK-Main						
VEN01748	ALLEGIANCE COMPRESSOR SERVICE	02/28/2020	Regular	0.00	272.00	101656
001500	ALVIN C. JOHNSON	02/28/2020	Regular	0.00	248.00	101657
002982	APP	02/28/2020	Regular	0.00	3,784.40	101658
002520	AUS WEST LOCKBOX	02/28/2020	Regular	0.00	177.06	101659
VEN01969	BRENT SMOTHERMAN	02/28/2020	Regular	0.00	89.00	101660
VEN01965	BROOKE KILTS	02/28/2020	Regular	0.00	23.00	101661
098000	BUILDERS FIRSTSOURCE	02/28/2020	Regular	0.00	28.77	101662
005900	CAPITAL BUSINESS MACHINES	02/28/2020	Regular	0.00	155.16	101663
006233	CAROLLO ENGINEERS	02/28/2020	Regular	0.00	17,049.13	101664
108679	CENTRAL MASON FIRE AND EMS	02/28/2020	Regular	0.00	112,757.42	101665
007570	CIT	02/28/2020	Regular	0.00	429.77	101666
VEN01281	CITY OF SHELTON - UTILITY BILLS/PE	02/28/2020	Regular	0.00	4,101.83	101667
VEN01941	COLUMBIA MOTORS	02/28/2020	Regular	0.00	16,594.05	101668
008450	COMMUNITY ACTION COUNCIL	02/28/2020	Regular	0.00	10.00	101669
008751	CRYSTAL SPRINGS	02/28/2020	Regular	0.00	87.53	101670
008800	CUT-RATE AUTO PARTS	02/28/2020	Regular	0.00	76.31	101671
009231	DARREN PARSE	02/28/2020	Regular	0.00	120.00	101672
009351	DELAGÉ LANDEN FINANCIAL SVCS	02/28/2020	Regular	0.00	270.91	101673
009573	DEPT OF ECOLOGY	02/28/2020	Regular	0.00	3,744.18	101674
009595	DEPT. OF LICENSING	02/28/2020	Regular	0.00	54.00	101675
VEN01326	DMCMA	02/28/2020	Regular	0.00	50.00	101676
VEN01326	DMCMA	02/28/2020	Regular	0.00	50.00	101677
015000	EDWARD HAEFLIGER	02/28/2020	Regular	0.00	394.00	101678
023108	FCS GROUP	02/28/2020	Regular	0.00	710.00	101679
VEN01815	FREIGHTLINER NORTHWEST	02/28/2020	Regular	0.00	69.52	101680
017626	FUSE DATA CENTER SERVICES, LLC	02/28/2020	Regular	0.00	4,733.60	101681
038820	GILLIS AUTO CENTER, INC.	02/28/2020	Regular	0.00	186.27	101682
VEN01299	GRAY & OSBORNE	02/28/2020	Regular	0.00	49,990.89	101683
045000	H.D. FOWLER COMPANY	02/28/2020	Regular	0.00	291.05	101684
VEN01960	HAIGH VETERINARY HOSPITAL, P.S.	02/28/2020	Regular	0.00	152.21	101685
VEN01970	HAWKEYE INVESTIGATION SERVICES	02/28/2020	Regular	0.00	100.00	101686
VEN01756	HOFSTAD LAW, CO.	02/28/2020	Regular	0.00	6,500.00	101687
036236	JERI TIDD	02/28/2020	Regular	0.00	29.10	101688
080980	KENNEDY CREEK QUARRY	02/28/2020	Regular	0.00	1,476.07	101689
VEN01952	KOBREE SCHNEIDMILLER	02/28/2020	Regular	0.00	23.00	101690
112000	MASON COUNTY SHERIFF DEPT	02/28/2020	Regular	0.00	21,717.50	101691
132235	MOUNTAIN MIST WATER	02/28/2020	Regular	0.00	60.11	101692
142952	NORTH CENTRAL LABORATORIES	02/28/2020	Regular	0.00	1,504.13	101693
146933	OFFICE DEPOT	02/28/2020	Regular	0.00	70.71	101694
149976	OTIS ELEVATOR COMPANY	02/28/2020	Regular	0.00	15,445.78	101695
153500	PACIFIC LAMP & SUPPLY CO	02/28/2020	Regular	0.00	521.76	101696
VEN01575	PURE AIR FILTRATION, LLC	02/28/2020	Regular	0.00	306.87	101697
165704	R & D SUPPLY	02/28/2020	Regular	0.00	616.56	101698
180900	SETINA MFG. CO., INC.	02/28/2020	Regular	0.00	428.24	101699
188025	SHELTON VETERINARY HOSPITAL	02/28/2020	Regular	0.00	50.00	101700
190222	SIRENNET.COM	02/28/2020	Regular	0.00	1,254.80	101701
VEN01971	STEVE MCQUAID	02/28/2020	Regular	0.00	300.00	101702
178252	TASCHNER LAW, PLLC	02/28/2020	Regular	0.00	6,083.00	101703
VEN01972	THOMAS A FURRER	02/28/2020	Regular	0.00	1,500.00	101704
200897	THOMAS C. PETEK, PH.D.	02/28/2020	Regular	0.00	800.00	101705
201300	TOZIER BROS INC.	02/28/2020	Regular	0.00	29.59	101706
201520	TRAFFIC SAFETY SUPPLY CO.	02/28/2020	Regular	0.00	368.92	101707
145325	VALVOLINE LLC	02/28/2020	Regular	0.00	152.72	101708
VEN01786	VANDENBOS LAW, PLLC	02/28/2020	Regular	0.00	1,755.00	101709

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
203115	WALMART COMMUNITY/GEMB	02/28/2020	Regular	0.00	53.72	101710
202850	WASHINGTON PUBLIC TREASURERS	02/28/2020	Regular	0.00	40.00	101711
202850	WASHINGTON PUBLIC TREASURERS	02/28/2020	Regular	0.00	40.00	101712
053987	WESTBAY NAPA AUTO PARTS	02/28/2020	Regular	0.00	418.53	101713

Bank Code APBNK-Main Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	92	58	0.00	278,346.17
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	92	58	0.00	278,346.17

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	2/2020	278,346.17
			<u>278,346.17</u>



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By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-Main-APBNK-Main						
VEN01748	ALLEGIANCE COMPRESSOR SERVICE	02/28/2020	Regular	0.00	272.00	101656
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>1185</u>	Invoice	02/14/2020	REPAIRS & MNTNC - RECIPROCATING CO	0.00	272.00	
<u>503-000-000-54865-4801</u>	Repairs and Maintenance		REPAIRS & MNTNC - RECIP		272.00	
001500	ALVIN C. JOHNSON	02/28/2020	Regular	0.00	248.00	101657
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>FEB/2020</u>	Invoice	02/28/2020	FEB/2020 REIMBURSEMENT-WALMART G	0.00	248.00	
<u>502-000-000-51725-2037</u>	Vision Costs-Retired Polic		FEB/2020 REIMBURSEMEN		248.00	
002982	APP	02/28/2020	Regular	0.00	3,784.40	101658
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>0168789-IN</u>	Invoice	02/14/2020	CUST #01-7500158 - UNL-87 REG & ULSD	0.00	3,784.40	
<u>503-250-000-58900-0001</u>	Inventory-Gas		CUST #01-7500158 - UNL-		3,784.40	
002520	AUS WEST LOCKBOX	02/28/2020	Regular	0.00	177.06	101659
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>001991627082</u>	Invoice	02/12/2020	ACCT #792105972 - LAUNDRY SERVICES	0.00	87.74	
<u>401-000-000-53480-4901</u>	Miscellaneous - Shop		ACCT #792105972 - LAUN		87.74	
<u>1991627084</u>	Invoice	02/12/2020	ACCT #792105973 - LAUNDRY SERVICES	0.00	44.66	
<u>402-400-000-53580-4900</u>	Miscellaneous		ACCT #792105973 - LAUN		44.66	
<u>1991636940</u>	Invoice	02/19/2020	ACCT #792105973 - LAUNDRY SERVICES	0.00	44.66	
<u>402-400-000-53580-4900</u>	Miscellaneous		ACCT #792105973 - LAUN		44.66	
VEN01969	BRENT SMOTHERMAN	02/28/2020	Regular	0.00	89.00	101660
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>2020 CDL PHYSIC</u>	Invoice	02/20/2020	2020 CDL PHYSICAL REIMBURSEMENT @	0.00	89.00	
<u>101-000-000-54230-4900</u>	Miscellaneous		2020 CDL PHYSICAL REIMB		89.00	
VEN01965	BROOKE KILTS	02/28/2020	Regular	0.00	23.00	101661
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>FEB06/2020</u>	Invoice	02/06/2020	FEB06/2020 TRAVEL REIMB - CAEC PRO	0.00	23.00	
<u>001-000-000-51895-4307</u>	Travel-Training		FEB06/2020 TRAVEL REIM		23.00	
098000	BUILDERS FIRSTSOURCE	02/28/2020	Regular	0.00	28.77	101662
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>80536865</u>	Invoice	02/24/2020	ACCT #671668-BALL VALVE HD & BAG 3/8	0.00	11.18	
<u>401-000-000-53480-3100</u>	Office and Operating		ACCT #671668-BALL VALVE		11.18	
<u>80543218</u>	Invoice	02/25/2020	ACCT #671668-MARKING SPRAY HI VISIO	0.00	17.59	
<u>001-000-000-51895-3100</u>	Office and Operating		ACCT #671668-MARKING S		17.59	
005900	CAPITAL BUSINESS MACHINES	02/28/2020	Regular	0.00	155.16	101663

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
INV3248	Invoice	02/12/2020	CONTRACT #11922-01 SHARP #MX3070N	0.00	118.46	
001-000-000-52122-4500	Operating Rentals		CONTRACT #11922-01 SHA		118.46	
INV3249	Invoice	02/12/2020	CONTRACT #12047-01 SHARP #MXM654	0.00	36.70	
001-000-000-52122-4500	Operating Rentals		CONTRACT #12047-01 SHA		36.70	
006233	CAROLLO ENGINEERS	02/28/2020	Regular	0.00	17,049.13	101664
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
184500	Invoice	02/12/2020	PROFESSIONAL SVCS-JAN 01-JAN 31, 2020	0.00	17,049.13	
401-000-000-53480-4102	Prof Serv-Water Comp PI	Water System Compre	PROFESSIONAL SVCS-JAN 0		17,049.13	
108679	CENTRAL MASON FIRE AND EMS	02/28/2020	Regular	0.00	112,757.42	101665
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
FEB/2020	Invoice	02/28/2020	FEB/2020 FIRE SERVICES	0.00	112,757.42	
001-000-000-52220-4103	Prof FF Services-Fire Dist		FEB/2020 FIRE SERVICES		81,027.50	
001-000-000-52221-4103	Prof EMS Services-Fire Di		FEB/2020 EMERGENCY ME		27,563.25	
001-000-000-52230-4103	Prof Svcs Fire Prevention-		FEB/2020 FIRE PREVENTIO		4,166.67	
007570	CIT	02/28/2020	Regular	0.00	429.77	101666
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
34926538	Invoice	02/16/2020	LEASE #900-0279616-000 SHARP #MX-40	0.00	429.77	
001-000-000-51250-4500	Operating Rentals		FEB/2020 LEASE #900-027		429.77	
VEN01281	CITY OF SHELTON - UTILITY BILLS/PE	02/28/2020	Regular	0.00	4,101.83	101667
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
FEB/2020	Invoice	02/24/2020	FEB/2020-MONTHLY WATER, SEWER, GAR	0.00	4,101.83	
001-000-000-51890-4715	Utility Services-Civic Ctr		ACCT #11-04801-01 - 525-		127.69	
001-000-000-51890-4715	Utility Services-Civic Ctr		ACCT #11-04802-03 - 525		664.95	
001-000-000-55430-4700	Utility Services-Animal Sh		ACCT #08-07200-01 - 902		305.09	
001-000-000-57250-4700	Utility Services-Library		ACCT #07-09101-00 - 710		524.90	
001-000-000-57530-4700	Utility Services-Museum		ACCT #10-00100-00 - 427		104.37	
001-000-000-57680-4700	Utility Services-Park		ACCT #12-02903-01 - 100		155.20	
001-000-000-57680-4700	Utility Services-Park		ACCT #04-11250-00 - 400 "		112.08	
001-000-000-57680-4700	Utility Services-Park		ACCT #08-07401-02 - 301		107.67	
401-000-000-53480-4700	Utility Services-Water		ACCT #29-03200-00 - 900		37.64	
401-000-000-53480-4700	Utility Services-Water		ACCT #26-40020-00 - 51 W		33.04	
401-000-000-53480-4700	Utility Services-Water		ACCT #26-08850-00 - 2401		61.09	
401-000-000-53480-4700	Utility Services-Water		ACCT #26-40030-01 - 51 W		13.42	
401-000-000-53480-4701	Utility Services - Shop		ACCT #08-07575-00 - 1000		129.02	
401-000-000-53480-4701	Utility Services - Shop		ACCT #08-07550-00 - 1000		103.94	
401-000-000-53480-4701	Utility Services - Shop		ACCT #08-07500-00 - 1000		285.57	
402-300-000-53580-4700	Utility Services-Sewer Ma		ACCT #13-12325-00 - 498		40.43	
402-400-000-53580-4700	Utility Services-Sewer Ma		ACCT #21-1280-00 - 1700 F		453.93	
402-400-000-53580-4700	Utility Services-Sewer Ma		ACCT #09-03301-00 - 200		213.86	
402-400-000-53580-4700	Utility Services-Sewer Ma		ACCT #09-03310-00 - 200-		22.25	
402-400-000-53580-4700	Utility Services-Sewer Ma		ACCT #28-12810-00 - 1700		22.25	
402-400-000-53580-4700	Utility Services-Sewer Ma		ACCT #12-02902-00 - 100		40.41	
402-500-000-53580-4700	Utility Services-Sewer Ma		ACCT #23-01025-00 - 119		37.26	
402-640-000-53580-4700	Utility Services-Sewer Sat		ACCT #26-20050-00 - 101		316.80	
402-640-000-53580-4700	Utility Services-Sewer Sat		ACCT #26-20051-00 - 101		15.52	
402-640-000-53580-4700	Utility Services-Sewer Sat		ACCT #26-20055-00 - 101		173.45	
VEN01941	COLUMBIA MOTORS	02/28/2020	Regular	0.00	16,594.05	101668

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Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>STOCK #A83914</u>	Invoice	02/11/2020	STOCK #A83914 - 2018 FORD EXPLORER,	0.00	16,594.05	
<u>001-000-000-59421-6401</u>		POLICE CAPITAL EXP-Vehi	20-NEWEQUIP	STOCK #A83914 - 2018 FO	16,594.05	
008450	COMMUNITY ACTION COUNCIL	02/28/2020	Regular	0.00	10.00	101669
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>200217</u>	Invoice	02/20/2020	UTILITY DISCOUNT RATE SCREENING-S TO	0.00	10.00	
<u>001-000-000-51421-4100</u>		Professional Services/Adv		UTILITY DISCOUNT RATE S	10.00	
008751	CRYSTAL SPRINGS	02/28/2020	Regular	0.00	87.53	101670
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>13953534.02152</u>	Invoice	02/15/2020	CUST #629288213953534-WATER & COOL	0.00	87.53	
<u>401-000-000-53480-3100</u>		Office and Operating		CUST #629288213953534-	71.22	
<u>401-000-000-53480-4500</u>		Operating Rentals		CUST #629288213953534-	16.31	
008800	CUT-RATE AUTO PARTS	02/28/2020	Regular	0.00	76.31	101671
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>300202482</u>	Invoice	02/08/2020	CUST #34491 - ROTOR TURNING - CROWN	0.00	76.31	
<u>001-000-000-52122-3110</u>		Office & Operating-Auto		CUST #34491 - ROTOR TUR	76.31	
009231	DARREN PARSE	02/28/2020	Regular	0.00	120.00	101672
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>FEB05/2020</u>	Invoice	02/05/2020	FEB05/2020 INTERPRETER SERVICES	0.00	120.00	
<u>001-000-000-51250-4106</u>		Interpreter Expenses		FEB05/2020 INTERPRETER	120.00	
009351	DELAGE LANDEN FINANCIAL SVCS	02/28/2020	Regular	0.00	270.91	101673
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>67060451</u>	Invoice	02/22/2020	CONTRACT #25501728 SHARP #MX5070V	0.00	270.91	
<u>001-000-000-51160-4500</u>		Operating Rentals		CONTRACT #25501728 SH	40.64	
<u>001-000-000-51310-4500</u>		Operating Rentals		CONTRACT #25501728 SH	13.55	
<u>001-000-000-51421-4500</u>		Operating Rentals		CONTRACT #25501728 SH	67.71	
<u>001-000-000-51423-4500</u>		Operating Rentals		CONTRACT #25501728 SH	108.36	
<u>001-000-000-51430-4500</u>		Operating Rentals		CONTRACT #25501728 SH	13.55	
<u>001-000-000-51810-4500</u>		Operating Rentals		CONTRACT #25501728 SH	13.55	
<u>001-000-000-51888-4500</u>		Operating Rentals		CONTRACT #25501728 SH	13.55	
009573	DEPT OF ECOLOGY	02/28/2020	Regular	0.00	3,744.18	101674
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>1T000517-014-A</u>	Invoice	03/01/2020	CLEANUP SITE #2295-"C" ST LANDFILL OC	0.00	2,430.72	
<u>403-000-000-53780-4103</u>		Prof Services - "C" Street	"C" St. Landfill	CLEANUP SITE #2295-"C" S	2,430.72	
<u>2020-WAR30847</u>	Invoice	02/21/2020	WATER QUALITY PERMIT #2020-WAR3084	0.00	1,313.46	
<u>402-400-000-53580-4101</u>		Sludge Permit/Tipping/Ac		WATER QUALITY PERMIT #	1,313.46	
009595	DEPT. OF LICENSING	02/28/2020	Regular	0.00	54.00	101675
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>SHP00008</u>	Invoice	01/30/2020	CONCEALED PISTOL LICENSE - M. FISK	0.00	18.00	
<u>657-000-000-58600-0007</u>		Concealed Pistol Permits		CONCEALED PISTOL LICEN	18.00	
<u>SHP00009</u>	Invoice	01/28/2020	CONCEALED PISTOL LICENSE - HILLARY EV	0.00	18.00	
<u>657-000-000-58600-0007</u>		Concealed Pistol Permits		CONCEALED PISTOL LICEN	18.00	
<u>SHP2000007</u>	Invoice	01/30/2020	CONCEALED PISTOL LICENSE - JAMES FISK	0.00	18.00	
<u>657-000-000-58600-0007</u>		Concealed Pistol Permits		CONCEALED PISTOL LICEN	18.00	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
VEN01326	DMCMA	02/28/2020	Regular	0.00	50.00	101676
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>2020-WOOD</u>	Invoice	02/24/2020	2020 SPRING REGIONAL-SHELTON-CORIN	0.00	50.00	
<u>001-000-000-51250-4907</u>		Miscellaneous-Training		2020 SPRING REGIONAL-S	50.00	
VEN01326	DMCMA	02/28/2020	Regular	0.00	50.00	101677
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>2020-SMOLINSKY</u>	Invoice	02/24/2020	2020 SPRING REGIONAL-SHELTON-D. SM	0.00	50.00	
<u>001-000-000-51250-4907</u>		Miscellaneous-Training		2020 SPRING REGIONAL-S	50.00	
015000	EDWARD HAEFLIGER	02/28/2020	Regular	0.00	394.00	101678
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>FEB/2020</u>	Invoice	02/28/2020	FEB/2020 REIMBURSEMENT-SHELTON DE	0.00	394.00	
<u>611-000-000-51725-2036</u>		Dental Costs - Retired Fire		FEB/2020 REIMBURSEMEN	394.00	
023108	FCS GROUP	02/28/2020	Regular	0.00	710.00	101679
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>3016-22002018</u>	Invoice	02/14/2020	PROJECT #3016 - STORMWATER RATE STU	0.00	710.00	
<u>404-000-000-53180-4102</u>		Prof Serv-Stormwater Rat		PROJECT #3016 - STORMW	710.00	
VEN01815	FREIGHTLINER NORTHWEST	02/28/2020	Regular	0.00	69.52	101680
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>PC303054320:01</u>	Invoice	02/13/2020	CUST #117769 - SENDER,-2PK, HARN-FUE	0.00	69.52	
<u>503-000-000-54865-3104</u>		Oper Supp-Parts-EM&R V		CUST #117769 - SENDER,-2	69.52	
017626	FUSE DATA CENTER SERVICES, LLC	02/28/2020	Regular	0.00	4,733.60	101681
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>20191113</u>	Invoice	02/28/2020	GOLD LEVEL SERVICE AGREEMENT-01/01-	0.00	4,733.60	
<u>001-000-000-51890-4815</u>		Repairs and Maintenance		GOLD LEVEL SERVICE AGRE	4,733.60	
038820	GILLIS AUTO CENTER, INC.	02/28/2020	Regular	0.00	186.27	101682
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>505608</u>	Invoice	02/19/2020	CUST #2440 - BEZEL	0.00	18.37	
<u>001-000-000-52122-3110</u>		Office & Operating-Auto		CUST #2440 - BEZEL	18.37	
<u>505633</u>	Invoice	02/20/2020	CUST #2440 - PANEL-INSTRUMENT	0.00	167.90	
<u>001-000-000-52122-3110</u>		Office & Operating-Auto		CUST #2440 - PANEL-INSTR	167.90	
VEN01299	GRAY & OSBORNE	02/28/2020	Regular	0.00	49,990.89	101683
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>18273.00-16</u>	Invoice	02/03/2020	ACCESS SHELTON-JAN 05-FEB 01, 2020	0.00	21,018.23	
<u>302-000-000-59530-4101</u>		CAPITAL Streets/Road-Pro	18-WGATE (formerly)	ACCESS SHELTON-JAN 05-F	13,256.93	
<u>302-000-000-59561-4101</u>		CAPITAL Streets/Sidewalk	18-WGATE (formerly)	ACCESS SHELTON-JAN 05-F	2,908.07	
<u>401-000-000-59434-4101</u>		WATER CAPITAL EXP-Prof	18-WGATE (formerly)	ACCESS SHELTON-JAN 05-F	4,853.23	
<u>18286.00-17</u>	Invoice	02/03/2020	PREDESIGN REPORT - WELL 1 REHAB JAN	0.00	1,073.89	
<u>401-000-000-59434-4100</u>		WATER CAPITAL EXP-Prof	18-WELL1REHAB	PREDESIGN REPORT - WEL	1,073.89	
<u>19239.00-13</u>	Invoice	02/03/2020	SEWER COMP PLAN JAN 05-FEB 01, 2020	0.00	5,976.97	
<u>402-500-000-53580-4100</u>		Prof Serv-Comp Plan/Rat		SEWER COMP PLAN JAN 0	5,976.97	
<u>20213.00-1</u>	Invoice	02/03/2020	ENGINEERING SVCS-JAN 05-FEB 01, 2020	0.00	21,921.80	
<u>001-000-000-51896-4100</u>		Professional Services/Adv		ENGINEERING SVCS-JAN 0	3,809.22	
<u>302-000-000-59530-4100</u>		Roadway-Professional Ser	17-DOWNTOWN	DOWNTOWN CONNECTOR	154.71	
<u>302-000-000-59561-4100</u>		SIDEWALKS-Professional	17-BASIN3REHAB	BASIN 3 REHAB -JAN 05-FE	15,850.71	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<u>401-000-000-53480-4100</u>	Professional Services/Adv		ON SITE CHLORINE GENER	2,089.97		
<u>404-000-000-59540-4100</u>	STORM CAPITAL EXP-Prof	17-DOWNTOWN	DOWNTOWN CONNECTOR	17.19		
045000	H.D. FOWLER COMPANY	02/28/2020	Regular	0.00	291.05	101684
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>15376266</u>	Invoice	01/24/2020	ACCT #194680-2-1/2" VAN STONE FLANG	0.00	41.34	
<u>402-400-000-53580-3100</u>		Office and Operating		ACCT #194680-2-1/2" VAN	41.34	
<u>15387218</u>	Invoice	02/11/2020	CUST #194680-REPAIR CLAMP ROMAC ST	0.00	249.71	
<u>401-250-000-58900-0001</u>		Materials & Supp-Inv-Cas		CUST #194680-REPAIR CLA	249.71	
VEN01960	HAIGH VETERINARY HOSPITAL, P.S.	02/28/2020	Regular	0.00	152.21	101685
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>3233</u>	Invoice	02/07/2020	02/07/2020-ANIMAL CONROL - ROX	0.00	152.21	
<u>001-000-000-55430-4100</u>		Professional Services/Adv		02/07/2020-ANIMAL CON	152.21	
VEN01970	HAWKEYE INVESTIGATION SERVICES	02/28/2020	Regular	0.00	100.00	101686
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>1911</u>	Invoice	01/23/2020	CAUSE #920648785-STATE VS. RICHARD P	0.00	100.00	
<u>001-000-000-51593-4101</u>		LEGAL - OPD Grant Public		CAUSE #920648785-STATE	100.00	
VEN01756	HOFSTAD LAW, CO.	02/28/2020	Regular	0.00	6,500.00	101687
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>155</u>	Invoice	02/10/2020	FEB/2020 PROSECUTION SERVICES	0.00	6,500.00	
<u>001-000-000-51530-4101</u>		Prof Serv - Prosecutor		FEB/2020 PROSECUTION S	6,500.00	
036236	JERI TIDD	02/28/2020	Regular	0.00	29.10	101688
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>SAFEWAY</u>	Invoice	10/16/2019	SAFEWAY PURCHASE-WELLNESS BREAKFA	0.00	29.10	
<u>001-000-000-51810-3101</u>		Office & Operating-Welln		SAFEWAY PURCHASE-WELL	29.10	
080980	KENNEDY CREEK QUARRY	02/28/2020	Regular	0.00	1,476.07	101689
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>5357</u>	Invoice	02/03/2020	02/03/2020- 3/4" MINUS TICKETS	0.00	158.36	
<u>101-000-000-54230-3100</u>		Office and Operating		02/03/2020- DRY FILLTICK	158.36	
<u>5415</u>	Invoice	02/06/2020	02/06/2020 DRY FILL & 3/4" MINUS TICKE	0.00	1,093.01	
<u>401-000-000-53480-3100</u>		Office and Operating		02/06/2020 DRY FILL & 3/	546.50	
<u>402-300-000-53580-3100</u>		Office and Operating		02/06/2020 DRY FILL & 3/	546.51	
<u>5546</u>	Invoice	02/18/2020	02/08/2020- DRY FILLTICKETS	0.00	224.70	
<u>101-000-000-54230-3100</u>		Office and Operating		02/08/2020- DRY FILLTICK	224.70	
VEN01952	KOBREE SCHNEIDMILLER	02/28/2020	Regular	0.00	23.00	101690
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>FEB06/2020</u>	Invoice	02/06/2020	FEB06/2020 TRAVEL REIMB - CAEC PRO	0.00	23.00	
<u>001-000-000-51895-4307</u>		Travel-Training		FEB06/2020 TRAVEL REIM	23.00	
112000	MASON COUNTY SHERIFF DEPT	02/28/2020	Regular	0.00	21,717.50	101691
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>FEB/2020</u>	Invoice	02/28/2020	FEB/2020 PRISONER - JAIL BOOKING FEES	0.00	21,717.50	
<u>001-000-000-52360-4103</u>		Professional Services/Adv		FEB/2020 PRISONER - JAIL	21,717.50	
132235	MOUNTAIN MIST WATER	02/28/2020	Regular	0.00	60.11	101692

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Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
003322939	Invoice	02/18/2020	ACCT #088436 - WATER & EQUIPMENT RE	0.00	23.12	
001-000-000-51421-4500	Operating Rentals		ACCT #088436 - WATER &		3.24	
001-000-000-51423-4500	Operating Rentals		ACCT #088436 - WATER &		3.25	
001-000-000-51810-4500	Operating Rentals		ACCT #088436 - WATER &		2.17	
001-000-000-51810-4500	Operating Rentals		ACCT #088436 - WATER &		2.89	
001-000-000-51830-4500	Operating Rental		ACCT #088436 - WATER &		1.69	
001-000-000-51888-4500	Operating Rentals		ACCT #088436 - WATER &		1.44	
001-000-000-51895-4500	Operating Rentals		ACCT #088436 - WATER &		5.06	
001-000-000-55850-4500	Bldg Permits/Plan Review		ACCT #088436 - WATER &		1.69	
001-000-000-57680-4500	Operating Rentals		ACCT #088436 - WATER &		1.69	
003322945	Invoice	02/18/2020	ACCT #088436 - WATER & EQUIPMENT RE	0.00	32.37	
001-000-000-52122-3100	Office and Operating		ACCT #088436 - WATER &		32.37	
003322955	Invoice	02/18/2020	ACCT #088436 - WATER & EQUIPMENT RE	0.00	4.62	
001-000-000-51250-3100	Office and Operating		ACCT #088436 - WATER &		4.62	
142952	NORTH CENTRAL LABORATORIES	02/28/2020	Regular	0.00	1,504.13	101693
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
434376	Invoice	01/28/2020	ACCT #42215-DIG REMOTE B OD THEM	0.00	103.22	
402-400-000-53580-3100	Office and Operating		ACCT #42215-DIG REMOTE		103.22	
434377	Invoice	01/28/2020	ACCT #42215-LABCONCO POWDERED DE	0.00	375.34	
402-640-000-53580-3100	Office and Operating		ACCT #42215-LABCONCO		375.34	
434378	Invoice	01/28/2020	ACCT #42215-MATCHED PAIR 10ML	0.00	1,025.57	
402-400-000-53580-3100	Office and Operating		ACCT #42215-MATCHED P		1,025.57	
146933	OFFICE DEPOT	02/28/2020	Regular	0.00	70.71	101694
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
441942922001	Invoice	02/11/2020	ACCT #28972108-DLL TONER / MAGENTA	0.00	70.71	
001-000-000-51810-3100	Office and Operating		ACCT #28972108-DLL TON		70.71	
149976	OTIS ELEVATOR COMPANY	02/28/2020	Regular	0.00	15,445.78	101695
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
SSO05026220	Invoice	01/30/2020	CUST #396737-SHELTON CIVIC CTR 02/01/	0.00	10,692.86	
001-000-000-51890-4815	Repairs and Maintenance		CUST #396737-SHELTON CI		5,346.43	
001-000-000-57250-4800	Repairs and Maintenance		CUST #396737-SHELTON CI		5,346.43	
SSO05026A220	Invoice	01/20/2020	CUST #396737-FIRE STATION 02/01/20-01	0.00	4,752.92	
001-000-000-52250-4800	Repairs and Maintenance		CUST #396737-FIRE STATIO		4,752.92	
153500	PACIFIC LAMP & SUPPLY CO	02/28/2020	Regular	0.00	521.76	101696
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
809061	Invoice	02/04/2020	CUST #23733-1-REB LED & G.E. HIGH PRE	0.00	521.76	
001-000-000-57250-3100	Office and Operating		CUST #23733-1-REB LED &		59.36	
401-000-000-53480-3100	Office and Operating		CUST #23733-1-REB LED &		462.40	
VEN01575	PURE AIR FILTRATION, LLC	02/28/2020	Regular	0.00	306.87	101697
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
2020-068	Invoice	02/11/2020	REPLACEMENT BEARINGS - BIOSOLIDS BU	0.00	306.87	
402-300-000-53580-3100	Office and Operating		REPLACEMENT BEARINGS -		306.87	
165704	R & D SUPPLY	02/28/2020	Regular	0.00	616.56	101698

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Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>230305</u>	Invoice	01/02/2020	CUST #60CS18 - MISC. CUSTODIAL SUPPLI	0.00	357.41	
<u>001-000-000-51830-3100</u>		Office and Operating		CUST #60CS18 - MISC. CUS	161.66	
<u>001-000-000-51890-3115</u>		Office and Operating-Civi		CUST #60CS18 - MISC. CUS	134.28	
<u>001-000-000-57250-3100</u>		Office and Operating		CUST #60CS18 - MISC. CUS	61.47	
<u>230516</u>	Invoice	01/16/2020	CUST #60CS18 - MISC. CUSTODIAL SUPPLI	0.00	141.65	
<u>001-000-000-51890-3115</u>		Office and Operating-Civi		CUST #60CS18 - MISC. CUS	88.50	
<u>001-000-000-57250-3100</u>		Office and Operating		CUST #60CS18 - MISC. CUS	53.15	
<u>230744</u>	Invoice	01/30/2020	CUST #60CS18 - MISC. CUSTODIAL SUPPLI	0.00	117.50	
<u>001-000-000-57250-3100</u>		Office and Operating		CUST #60CS18 - MISC. CUS	117.50	
180900	SETINA MFG. CO., INC.	02/28/2020	Regular	0.00	428.24	101699
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>199372</u>	Invoice	02/20/2020	CUST #WAWSSHE002-MAX THIN FAN & W	0.00	428.24	
<u>001-000-000-52122-3110</u>		Office & Operating-Auto		CUST #WAWSSHE002-MAX	428.24	
188025	SHELTON VETERINARY HOSPITAL	02/28/2020	Regular	0.00	50.00	101700
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>RESTITUTION</u>	Invoice	02/19/2020	RESTITUTION-CASE #54034C-ARIANA SHI	0.00	50.00	
<u>657-000-000-58600-0010</u>		Municipal Court Trust		RESTITUTION-CASE #5403	50.00	
190222	SIRENNET.COM	02/28/2020	Regular	0.00	1,254.80	101701
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>0246303-IN</u>	Invoice	02/17/2020	CUST #3605184-RED & BLUE ION MIRROR	0.00	358.95	
<u>001-000-000-52122-3110</u>		Office & Operating-Auto		CUST #3605184-RED & BL	358.95	
<u>0246349-IN</u>	Invoice	02/18/2020	CUST #3605184-ION T-SERIES DUC LINEIR	0.00	204.98	
<u>001-000-000-52122-3110</u>		Office & Operating-Auto		CUST #3605184-ION T-SERI	204.98	
<u>0246356-IN</u>	Invoice	02/19/2020	CUST #3605184-RED & BLUE ION MIRROR	0.00	40.48	
<u>001-000-000-52122-3110</u>		Office & Operating-Auto		CUST #3605184-RED & BL	40.48	
<u>0246363-IN</u>	Invoice	02/19/2020	CUST #3609772- L10 12V AMB/CLR LOW	0.00	650.39	
<u>503-000-000-54865-3101</u>		Vehicle Supplies		CUST #3609772- L10 12V	390.23	
<u>503-000-000-54865-3103</u>		Vehicle Supp-EM&R Vehic		CUST #3609772- L10 12V	260.16	
VEN01971	STEVE MCQUAID	02/28/2020	Regular	0.00	300.00	101702
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>REFUND</u>	Invoice	02/24/2020	REFUND DAMAGE DEPOSIT-RECEIPT #R00	0.00	300.00	
<u>657-000-000-386000002</u>		Community Cntr Damage		REFUND DAMAGE DEPOSI	300.00	
178252	TASCHNER LAW, PLLC	02/28/2020	Regular	0.00	6,083.00	101703
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>FEB/2020</u>	Invoice	02/28/2020	FEB/2020 INDIGENT DEFENSE	0.00	6,083.00	
<u>001-000-000-51593-4100</u>		Public Defense/Adult Mis		FEB/2020 INDIGENT DEFE	6,083.00	
VEN01972	THOMAS A FURRER	02/28/2020	Regular	0.00	1,500.00	101704
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>FEB/2020</u>	Invoice	02/28/2020	FEB/2020 MUNI COURT SECURITY	0.00	1,500.00	
<u>001-000-000-51250-4109</u>		Other Professional Servic		FEB/2020 MUNI COURT SE	1,500.00	
200897	THOMAS C. PETEK, PH.D.	02/28/2020	Regular	0.00	800.00	101705

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Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>10738</u>	Invoice	01/31/2020	01/28 & 01/31/2020 PSYCHOLOGICAL EV	0.00	800.00	
<u>001-000-000-52122-4100</u>		Patrol-Professional Serv		01/28 & 01/31/2020 PSYC	800.00	
201300	TOZIER BROS INC.	02/28/2020	Regular	0.00	29.59	101706
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>441713</u>	Invoice	02/05/2020	CUST #20090-CAULK DFLEX230, CABLE, N	0.00	13.99	
<u>001-000-000-52122-3100</u>		Office and Operating		CUST #20090-CAULK DFLE	13.99	
<u>441737</u>	Invoice	02/06/2020	CUST #20090 - NUTS & BOLTS	0.00	2.57	
<u>001-000-000-57680-3100</u>		Office and Operating		CUST #20090 - NUTS & BO	2.57	
<u>441828</u>	Invoice	02/11/2020	CUST #20090-ANTI ODOR BWL BRUSH &	0.00	13.03	
<u>001-000-000-51890-3115</u>		Office and Operating-Civi		CUST #20090-ANTI ODOR	13.03	
201520	TRAFFIC SAFETY SUPPLY CO.	02/28/2020	Regular	0.00	368.92	101707
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>INV023572</u>	Invoice	02/12/2020	CUST #C000981-TRAFFIC WAND, BATON,	0.00	368.92	
<u>101-000-000-54230-3100</u>		Office and Operating		CUST #C000981-TRAFFIC	92.23	
<u>401-000-000-53480-3100</u>		Office and Operating		CUST #C000981-TRAFFIC	92.23	
<u>402-400-000-53580-3100</u>		Office and Operating		CUST #C000981-TRAFFIC	92.23	
<u>404-000-000-53180-3100</u>		Office and Operating		CUST #C000981-TRAFFIC	92.23	
145325	VALVOLINE LLC	02/28/2020	Regular	0.00	152.72	101708
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>1800428196</u>	Invoice	02/03/2020	JAN/2020 FLEET SERVICES-VARIOUS INVOI	0.00	152.72	
<u>001-000-000-52122-4805</u>		Repairs and Maintenance		JAN/2020 FLEET SERVICES-	152.72	
VEN01786	VANDENBOS LAW, PLLC	02/28/2020	Regular	0.00	1,755.00	101709
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>JAN/2020</u>	Invoice	02/14/2020	JAN/2020 INDIGENT DEFENSE CONFLICT C	0.00	1,755.00	
<u>001-000-000-51593-4101</u>		LEGAL - OPD Grant Public		JAN/2020 INDIGENT DEFE	1,755.00	
203115	WALMART COMMUNITY/GEMB	02/28/2020	Regular	0.00	53.72	101710
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>TR08257</u>	Invoice	02/24/2020	ACCT #6097 6520 0021 4170 -MISC. SUPP	0.00	53.72	
<u>001-000-000-55860-3100</u>		Office and Operating		ACCT #6097 6520 0021 41	53.72	
202850	WASHINGTON PUBLIC TREASURERS	02/28/2020	Regular	0.00	40.00	101711
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>DEBT POLICY</u>	Invoice	02/28/2020	DEBT POLICY CERTIFICATION-CITY OF SHE	0.00	40.00	
<u>001-000-000-51423-4100</u>		Professional Services/Adv		DEBT POLICY CERTIFICATIO	40.00	
202850	WASHINGTON PUBLIC TREASURERS	02/28/2020	Regular	0.00	40.00	101712
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>INVESTMENT POL</u>	Invoice	02/28/2020	INVESTMENT POLICY CERTIFICATION-CITY	0.00	40.00	
<u>001-000-000-51423-4100</u>		Professional Services/Adv		INVESTMENT POLICY CERT	40.00	
053987	WESTBAY NAPA AUTO PARTS	02/28/2020	Regular	0.00	418.53	101713
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>862881</u>	Credit Memo	02/06/2020	ACCT #4296 - CORE DEPOSIT	0.00	-39.17	
<u>503-000-000-54865-3102</u>		Oper Supplies-Parts		ACCT #4296 - CORE DEPOS	-39.17	
<u>863999</u>	Credit Memo	02/14/2020	ACCT #4296 - CORE DEPOSIT #19956D	0.00	-19.58	

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<u>503-000-000-54865-3102</u>		Oper Supplies-Parts	ACCT #4296 - CORE DEPOS		-19.58	
<u>864002</u>	Invoice	02/14/2020	ACCT #4296 - 10IN EXACTFILBLADE #6780	0.00	33.31	
<u>503-000-000-54865-3104</u>		Oper Supp-Parts-EM&R V	ACCT #4296 - 10IN EXACTF		33.31	
<u>864437</u>	Invoice	02/18/2020	ACCT #4296 - AA CLNING WIPES, MEGUIA	0.00	19.48	
<u>404-000-000-53180-3100</u>		Office and Operating	ACCT #4296 - AA CLNING		19.48	
<u>864444</u>	Invoice	02/18/2020	ACCT #4296 - BULK TRAILER WIRE #07064	0.00	68.76	
<u>503-000-000-54865-3102</u>		Oper Supplies-Parts	ACCT #4296 - BULK TRAILER		68.76	
<u>864610</u>	Invoice	02/19/2020	ACCT #4296 - FUEL NOZZLE SWIVEL	0.00	90.87	
<u>503-000-000-54865-3100</u>		Office and Operating	ACCT #4296 - FUEL NOZZL		90.87	
<u>864650</u>	Invoice	02/19/2020	ACCT #4296 - BREAKAWAY FUEL PUMP	0.00	211.51	
<u>503-000-000-54865-3104</u>		Oper Supp-Parts-EM&R V	ACCT #4296 - BREAKAWAY		211.51	
<u>864714</u>	Credit Memo	02/19/2020	ACCT #4296 - TWISTER SWIVEL-FUEL PU	0.00	-45.43	
<u>503-000-000-54865-3104</u>		Oper Supp-Parts-EM&R V	ACCT #4296 - TWISTER SW		-45.43	
<u>864976</u>	Invoice	02/21/2020	ACCT #4296 - OIL FILTER, FUEL FILTER, HY	0.00	98.78	
<u>503-000-000-54865-3104</u>		Oper Supp-Parts-EM&R V	ACCT #4296 - OIL FILTER, F		98.78	

Bank Code APBNK-Main Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	92	58	0.00	278,346.17
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	92	58	0.00	278,346.17

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	2/2020	278,346.17
			<u>278,346.17</u>



CITY OF SHELTON, WASHINGTON - CITY COUNCIL

Business Meeting Minutes – December 3, 2019

Shelton Civic Center - 6:00 p.m.

COUNCILMEMBERS AND PERSONNEL PRESENT

Councilmembers:

Mayor Bob Rogers
Deputy Mayor Deidre Peterson
Gary Cronce
Kevin Dorcy
Kathy McDowell
Eric Onisko
Joe Schmit

Personnel:

City Manager Jeff Niten
City Clerk Donna Nault
Human Resource Manager Michelle Sutherland
Finance Director Aaron BeMiller
Community Development Director Mark Ziegler
Public Works Director Craig Gregory

CALL TO ORDER

The meeting was called to order at 6:00 p.m. Roll call was taken – all present.

LATE CHANGES TO THE AGENDA

There were no late changes.

COUNCIL REPORTS

One of more of the Councilmembers will be attending the following events:

Mason Transit Authority
Staff Briefings
Mason County Housing & Behavioral Health Advisory Board
TeleCare Open House
Holiday Magic festivities
Peninsula Regional Transportation Executive Board Meeting
Economic Development Council's open house
Training in Olympia, Washington
Constituent Meetings
Mason County Public Health
Regional Economic Forecast & Innovation Expo
Macecom
Economic Development Council Board

GENERAL PUBLIC COMMENT

Jessica Anderson
Traci Bishop
George Blush
Dean Jewett

CONSENT AGENDA

A motion was made and seconded to approve the consent agenda as published. Passed.

PRESENTATIONS

No presentations

BUSINESS AGENDA

1. Ordinance No. 1942-1019 – 2019 Budget Supplemental – presented by Finance Director Aaron BeMiller
 - An overview was provided. There were no public comments. Concurrence to move forward to the Action Agenda on December 17, 2019.
2. Engineering Services Contract – presented by Public Works Director Craig Gregory
 - An overview was provided. There were no public comments. Concurrence to move forward to the Action Agenda on December 17, 2019.
3. “C” Street Landfill Update – presented by Public Works Director Craig Gregory
 - A project update was provided. There were no public comments.

The regular meeting was recessed at 6:25 p.m. to open several public hearings.

ACTION AGENDA

1. Public Hearing – Ordinance No. 1946-1019 Non-Represented Salary Schedule – presented by Human Resource Manager Michelle Sutherland
 - An overview was provided. There were no public comments. City Clerk Donna Nault provided the Second Reading. A motion was made and seconded. Passed.
2. Public Hearing – Ordinance No. 1940-1019 Ad Valorem Taxes for 2020 – presented by Finance Director Aaron BeMiller
 - An overview was provided. There were no public comments. City Clerk Donna Nault provided the Second Reading. A motion was made and seconded. Passed.
3. Public Hearing – Ordinance No. 1941-1019 2020 Budget – presented by Finance Director Aaron BeMiller
 - An overview was provided. Mayor Rogers opened discussion for public comment. Mike Olsen made a public comment.
 - City Clerk Donna Nault provided the Second Reading. A motion was made and seconded. Passed.

Mayor Rogers resumed the regular meeting.

4. Ordinance No. 1945-1019 B&O Model Ordinance Changes – presented by Finance Director Aaron BeMiller
 - An overview was provided. City Clerk Donna Nault provided the Second Reading. A motion was made and seconded. Passed.
5. Ordinance No. 1947-1119 Administrative Tax Provisions – presented by Finance Director Aaron BeMiller.
 - An overview was provided. City Clerk Donna Nault provided the Second Reading. A motion was made and seconded. Passed.
6. On-Call Professional Building Code Services Contract Amendments – presented by Community Development Director Mark Ziegler
 - An overview was provided. A motion was made and seconded. Passed.

GENERAL PUBLIC COMMENT

No public comments.

ADMINISTRATION REPORTS

City Manager – Jeff Niten

- Upcoming Events:
 - “Focus on Shelton” on iFiberOne Radio – Director of Finance Aaron BeMiller will be discussing budget development on December 5, 2019
 - Downtown Tree Lighting on December 6, 2019
 - Shop With A Cop on December 7, 2019
 - Parade on December 7, 2019
 - Lighted Christmas Trees – Commerce and community partners are planning to make the Guinness Book of World Records

NEW ITEMS FOR DISCUSSION

No items for discussion.

ANNOUNCEMENT OF NEXT MEETING

December 17, 2019 at 6:00 p.m.

ADJOURN

Meeting adjourned at 6:49 p.m.

Mayor

City Clerk



CITY OF SHELTON, WASHINGTON - CITY COUNCIL

Business Meeting Minutes January 7, 2020

Shelton Civic Center - 6:00 p.m.

COUNCILMEMBERS AND PERSONNEL PRESENT

Councilmembers:

Deputy Mayor Deidre Peterson
James Boad
Kevin Dorcy-via speakerphone
Kathy McDowell
Eric Onisko
Joe Schmit

Personnel:

City Manager Jeff Niten
City Clerk Donna Nault
Administrative Support Assistant Kary Holloway
City Attorney Kathleen Haggard
Finance Manager Teri Schnitzer

Absent: Mayor Bob Rogers

CALL TO ORDER

The meeting was called to order at 6:00 p.m. Roll call was taken – Mayor Bob Rogers was absent. Councilmember Kevin Dorcy was present via speakerphone, which is allowable according to the Council Protocol Manual, (Section 7.08). There was a motion and a second to excuse Mayor Rogers' absence. Passed.

City Clerk Donna Nault swore in newly (re)elected councilmembers - James Boad, Deidre Peterson, and Kathy McDowell.

Councilmember Peterson read Mayor Bob Rogers' resignation letter with an effective date of January 7, 2020.

City legal counsel provided an overview of the State law and requirement to select a Mayor at the first council meeting of the year following an election. Councilmembers, according to the Council Protocol Manual, may nominate any councilmember, including themselves. There is no second required for any nomination and a single candidate is required to receive at least four votes to be selected as Mayor.

City Clerk Donna Nault opened the floor for nominations. Councilmembers Dorcy and Onisko were nominated. All Councilmembers were asked to state their vote by voice.

Councilmember Kevin Dorcy was selected as Mayor.

Mayor Dorcy called for Deputy Mayor nominations. Councilmembers Peterson and Schmit were nominated. Councilmember Schmit respectfully declined the nomination. No further nominations were made.

Councilmember Deidre Peterson was selected as Deputy Mayor.

LATE CHANGES TO THE AGENDA

City Manager Jeff Niten –

- Application process to fill vacated Council Position No. 7.

Consensus to move forward with the application process.

- Executive Session – Performance of a public employee/potential litigation. No action to follow. The executive session will be held at the end of the regular business meeting.

Consensus to add an Executive Session to the Agenda.

COUNCIL REPORTS

One or more councilmembers attended the following meetings and/or events:

- Economic Development Council Board
- Law Enforcement Officers & Fire Fighters Board
- Legislative Send-Off
- OPIOID Stakeholders Task Force
- Peninsula Regional Transportation Planning Organization
- Staff briefings
- Urban Growth Area Expansion Committee

GENERAL PUBLIC COMMENT

Dale Elmlund

Dean Jewett

CONSENT AGENDA

A motion was made and seconded to approve. Passed.

BUSINESS AGENDA

No public comments.

1. Mason Transit Authority - Parking Lot Retrofit Project Award and Contract – presented by City Manager Jeff Niten.

Consensus to move to the January 21, 2020 Action Agenda.

ACTION AGENDA

No public comments.

1. Department of Health Drinking Water System Repairs & Consolidation Grant Acceptance – presented by City Manager Jeff Niten.

A motion was made and seconded to approve. Passed.

2. Shelton Arts Commission Reappointment – presented by Community Development Director Mark Ziegler

A motion was made and seconded to reappointment Elinor Lindquist, Amy Cooper and Coco Chang. Passed.

3. Councilmember Committee Assignments – presented by City Manager Jeff Niten

All councilmembers will maintain their current assignments with the exception of the following:

- Emergency Food & Shelter Committee – Councilmember Onisko
- Mason County EMS and Trauma Council – Councilmember Schmit
- Lodging Tax Advisory Committee – Mayor Dorcy
- Mason County Criminal Justice Working Team – Councilmember Boad

A motion was made and seconded to approve. Passed.

GENERAL PUBLIC COMMENT

No public comments.

ADMINISTRATION REPORTS

City Manager – Jeff Niten

- Public Works Storm Event Update
- Introduction Administrative Support Assistant – Kary Holloway
- Legislative Send-Off
- Homeless Outreach Coordinator Recruitment
- Urban Growth Area Expansion

The business meeting was adjourned at 6:36 p.m. for Executive Session. The business meeting reconvened at 6:51 p.m.

NEW ITEMS FOR DISCUSSION

No discussion items

ANNOUNCEMENT OF NEXT MEETING

January 21, 2020 at 6:00 p.m.

ADJOURN

Meeting adjourned at 6:55 p.m.

Mayor

City Clerk

STAFF REPORT TO THE CITY COUNCIL

Project Name: Shelton Municipal Code 2020 Updates

Project Description:

The Shelton Municipal Code (SMC) contains the rules, regulations, or codes enacted into law by the City Council. It provides for flexibility in administration of municipal government to meet local needs. As time and conditions change, the SMC is updated to account for State or Federal requirements, public safety, and health.

Staff is undertaking a wholesale review of the SMC to determine whether codes are outdated or inaccurate, no longer meet State or Federal standards, meet the City Council's goals, and provide clear and definitive regulations.

Staff is requesting City Council review the following list of SMC Chapters identified for changes and provide direction

Police

Chapter	Section	Proposed changes
8	Junk storage	Addressing stored junk vehicles and salvage on private property
9	Controlled substance prohibited	New addition to address illegal narcotics in city limits, misdemeanor arrest.
11	Unattached trailers prohibited	New code to address dump trailers, cargo trailer, campers not attached to a vehicles parked on city street/ right of way for extended periods
11	Abandoned vehicles	Prohibit storage of vehicles on city street/right of way for extended periods of time.

Community Development

Chapter	Section	Proposed changes
7 Animals		
7.04.180 Animals	Dogs prohibited in city parks	Eliminate. Park regulations will define
8.68.030 Park regulations	Alcoholic beverages	Update to include provisions under special event rules
8.68.140 Park regulations	Pet animals	Update to include dog parks and other areas allowed
17 Permit Review and Processing		
17		Edit to provide clarity and consistency with permit applications classified for processing review
17.08.010		Update to reference adopted fee schedule
18 Building, Construction, Mobile/Manufactured Homes & Flood Damage Protection		
18		Adopt 2018 International building, mechanical, plumbing, fire, Washington State energy code, uniform code for abatement of dangerous buildings, uniform housing code, climatic and geographic design criteria
18	18.14	Add single room occupancy definitions
18		2018 property maintenance code
19 Subdivisions		
19.16	Preliminary plat	Change parcel minimum
19.27	Parks and recreation standards	Adopt specific standards as identified in PROST Plan
19.28	Short subdivisions	Increase maximum lots from four to nine

Community Development - continued

20 Zoning		
20		Remove all height limits
20.08.020	Duplex triplex	Increase allowances of placement
20.08.020	Secondary dwelling units(ADU)	Remove owner occupancy requirement, review size maximum, parking requirement
20.08.020	Accessory uses	Chickens
20.08.050	Setbacks	Explore setbacks that promote livable neighborhoods, remove building height
20.32	Planned Unit Development	Add single room occupancy definitions
20.38	Signs	Update to meet current law- content cannot be considered, electronic reader boards, murals, temporary signs
20.60	Landscaping/Screening	Refine and clarify landscape requirements including addition of trees in NR, storm ponds etc.
20.64 Design standards		Clarify and/or add design standards to all categories
20.64.040 Design standards	Secondary dwelling units	Remove owner occupancy requirement, review size maximum, parking requirement
20.65.050 North Sheltonville Historic District	Design standards	Clarify guidelines
20.67.050 Simpson-Reed Historic District	Design standards	Clarify guidelines
New sections to add		
		Heritage, landmark, public tree preservation
		Lighting
		Expiration of approvals
		Cottage/ carriage homes

Administrative Services

Chapter	Section	Proposed changes
2	Add	Add Administrative Services Department
2.44		Does the fire department information remain there?
2.78	Remove	Public Works/Planning/Development Services Manager position does not exist

Finance

Chapter	Section	Proposed changes
2.12.020		Update language to current responsibilities, duties, and powers (does this need to be done for all directors)
3.65		New section for City investment rules
3.66		New section for debt financing and internal loans
3.04.260		Add Capital Resources Fund
2.32		Add Administration department
3.10.020		Add definition for “director”
3.67		Add Transportation Benefit District tax (purpose discussed in title 12 but not the authority to tax)
3.52		Updated B&O ordinance to match state model ordinance language
3.10		Update administrative provisions with updated language from ordinance

Clerk

Chapter	Section	Proposed changes
2 Administration and Personnel		
2.04 Council Meetings	2.04.010 Time & place	Study sessions held at 5:00pm before regular business meetings.
	2.06.010 Declaration of purpose	Not sure if changes are needed – Code currently states: It is found and declared that there is currently no complete description of department functions and responsibilities, general procedures, departmental procedures, department instructions or policy statements of the departments of the city of Shelton municipal government. Each department acts autonomously to carry out its functions and responsibilities without adequate explanation to other departments or to the public. The purpose of this chapter is to require each city department to state its guiding policy and operational procedures so that other departments as well as the public may better understand and cooperate, and to require written instructions to department personnel so as to make

		clear the duties of city employees. It is the belief of the city council that these formal statements will develop better managerial procedures and thereby benefit city government. (Ord. 1921-0518 (part), 2018; Ord. 1230 § 1, 1988)
	2.06.020 Definitions	Department list includes fire
	2.06.050 Manual	Do we have a manual?
	2.08.020	Change Director of Planning to Director of Community Development

Public Works

Chapter	Section	Proposed changes
11 Traffic control		To be addressed by Director
12 Streets and sidewalks		To be addressed by Director
13 Stormwater		To be addressed by Director
14 Sewers		To be addressed by Director
16 Reclaimed water		To be addressed by Director



CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item F1)

Touch Date: 03/03/2020
Brief Date: 03/17/2020
Action Date: 04/07/2020

Department: Administration
Presented By: Jeff Niten

APPROVED FOR COUNCIL PACKET:

Action Requested:

ROUTE TO:

REVIEWED:

PROGRAM/PROJECT TITLE:
Updating City Policies

☐ Ordinance

☐ Dept. Head

☐ Finance Director

☐ Attorney

☒ City Clerk

☒ City Manager

ATTACHMENTS:
Policy 100-05
Policy 100-12

☐ Resolution

☐ Motion

☒ Other

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

City staff, as a whole, have been working to update all City policies. The two policies attached concern records management and public records. The Clerk's office is writing a grant in order to obtain funds to help the City manage its records according to the Secretary of State's guidelines. With Council approval, these two policies would become part of the grant application.

ANALYSIS/OPTIONS/ALTERNATIVES:

N/A

BUDGET/FISCAL INFORMATION:

N/A

PUBLIC INFORMATION REQUIREMENTS:

Additional information is available from the City Clerk's office.

STAFF RECOMMENDATION/MOTION:

Staff requests the Council concur to place these items on the April 7, 2020 Action Agenda.



POLICY AND PROCEDURE

SUBJECT:
Records Management Policy

GROUP:
Administration

NUMBER:
100-05

FIRST READING:
March 17, 2020
EFFECTIVE DATE:
April 7, 2020

SUPERCEDES:
100-05 dated April 1, 2003

PREPARED BY:
Donna Nault

APPROVED BY:
Jeff Niten

1.0 PURPOSE

The City of Shelton's *Records Management Program* was established to provide direction and guidance to City employees and elected officials in the management of records created or received in the conduct of City business, and to ensure the City manages its records in compliance with applicable state, federal laws and rules.

2.0 DEPARTMENTS AFFECTED

All City departments.

3.0 REFERENCES

Office of the Secretary of State – Washington State Archives Division of Records Management – Common Records Retention Schedule (CORE): CORE is the guideline used to identify records series, a retention schedule, special maintenance instructions, and procedures for disposing of records.

<http://www.sos.wa.gov/archives/recordsretentionschedules.aspx>

Revised Code of Washington – Chapter 40 Records and Chapter 42 Public Records Act (RCW's are the compilation of all permanent laws currently in force)

<https://apps.leg.wa.gov/rcw/>

Washington Administrative Code – Chapter 434-600 through 434-840 (WACs are administrative regulations, or rules, adopted by state agencies' executive branch)

<https://app.leg.wa.gov/wac/>

Shelton Municipal Code – 2.06 City Departments; 2.18 City Manager; 2.22 City Clerk

https://sheltonwa.gov/government/municipal_code

City of Shelton Policies & Procedures – 100-01; 100-6; 100-7; 100-12; 100-17; 100-24; 200-1610; 200-1650 and 200-1651 w:\commonallstaff\citypolicies

4.0 POLICY AND PROCEDURE

Records Management Policy & Procedure 100-05

In order to manage the City's records in an efficient manner, streamline paper flow, provide for document archiving, minimize storage constraints, and remain in compliance with applicable laws, rules, policies and procedures, which govern agency record keeping practices, the City's Record Management Program will implement best practices to include:

- Annual identification and disposal of obsolete records,
- The transfer of historically valuable records to the Washington State Archives system (Olympia Branch,
- Removal of non-essential records from office storage areas,
- Protection and security backup of records essential to City authority and operations,
- Disaster preparedness,
- Records system integrity and accessibility; and,
- Effective compliance with disclosure of public records requests

5.0 DEFINITIONS

5.1 Staff Designations

5.1.1 City Clerk: The City Clerk is the designated Public Records Officer. The Public Records Officer is responsible for the City's Records Management Program and provides advice, direction, support, and oversees the management of said records, policies and procedures.

5.1.2 City Clerk's Designee: The City Clerk's Designee is responsible for tracking records and information that pertains to the legislative and executive branches of the City, and provides liaison support to department Records Designees to ensure the City's Records Management Program is being followed.

5.1.3 Records Designee: A Records Designee is assigned by their department director to manage and maintain its department's records. Examples of responsibilities include, but are not limited to, ensuring the physical safety and protection of records, day-to-day management of records (paper and electronic), archiving, following the City's Records Management Policy, and working in coordination with the City Clerk and/or their designee.

5.2 Records Series

5.2.1 Active/Semi-Active Records: Records/information regularly used to conduct government activities are reviewed annually to ensure only the active and semi-active records are stored.

5.2.2 Inactive Records: Records/information that are accessed on a limited basis.

5.2.3 Essential Records: Records/information that are essential to the continuous operation of the City. These records/information do not necessarily have a permanent retention or historic value, but are preserved ensuring that in the event of a disaster the information can be easily accessed and operations can continue.

5.2.4 Historical Records: Historical records/information document the history of the government and community. Historic records/information contain significant

information about persons, places, events, governmental events and are sometimes records and information that are valuable because of their age or rarity. Records and information that are determined to require preservation and are no longer required to remain on-site are transferred to the Washington Secretary of State Archives Division.

5.2.5 Electronic Records/Information: Electronic records are to be easily accessible and preserved for the required retention period on a City server in a format that preserves the integrity of the original record. Retention schedules apply to email, social media, text, voice messages, websites and databases. A printed hard copy of an electronic record is not a substitute for the electronic version.

6.0 PROCEDURES

6.1 Active/Semi-Active Records/Information: It is the responsibility of each department Records Designee to maintain and manage all active and semi-active records/information specific to their department.

6.2 Essential Records/Information Protection: In the Spring of each year, the City Clerk and/or their designee will work with department Record Designees to identify essential records/information and project the costs association with their preservation.

6.3 Inactive Records/Information & Storage – In the Spring of each year, Department Records Designees will compile a list of records that have become inactive and, after an interdepartmental review, will designate a record Disposition Authority Number (“DAN”) using the Washington State General Records Retention Schedule. The department Records Designee will determine the record/information termination date and assign a destruction date to the record/information, and record the information in the City’s records data system. For records/information that are to be stored in the City’s central records storage area, the City Clerk and/or their Designee will assign a shelving location to the Records Center Label. The department Records Designee will then move the files/records to the appropriate shelving location and input all the information relating to the inactive records/information into the City’s information database.

6.4 Inactive Records/Information Activation – Records Designees must submit a completed Inactive Records Request form to the City Clerk’s Office. If the review of the file is temporary, the file will be provided to the requesting staff with an expected date of return. If staff is seeking reactivation, the City Clerk’s Designee will review the request, and ask the City Clerk for comments. After a decision has been made, a notation will be indicated on the form and returned to the City Clerk’s Designee who will then notify staff of the decision. If the request has been approved, the City Clerk’s Designee will pull the record/information from its central storage location and remove it from the records database, unless it is determined by the City Clerk to leave the record in the database and assign a new inactive date. If not approved, the City’s Clerk’s Designee will forward the City Clerk’s comments to the requestor and the record will remain archived.

6.5 Destruction of Inactive Records/Information Past Retention Period -- The department Records Designees will prepare a list of records that are scheduled for destruction along with the *Records Destruction/Transfer Checklist* and a *Request for In-House Destruction* to the City Clerk and/or their Designee for review and approval prior to destruction of any records. The Department Records Designee will destroy the records after obtaining required signatures from the Clerk’s Office.

6.6 Transfer to State Archives of Historical Records – The City Clerk and/or their Designee will prepare a list of records/information that is scheduled for transfer to the Washington State Archives and forward the list along with the *Records Destruction/Transfer Checklist* to the appropriate department Records Designee for review and interdepartmental approval. The City Clerk will perform the final review of the request. Requests will be returned with comments and/or authorization. Records/information to be transferred to the Washington State Archives, the City Clerk or their Designee will update the information in the City's records database and then transfer the documents/information to the Washington State Archives

6.7 Electronic Records – Records/information created and/or received in the transaction of public business are public records and subject to the laws, regulations and rules governing the retention, disclosure, destruction and archiving of public records/information. Electronic records must be retained in electronic format and remain searchable, usable, retrievable and authentic for the length of the designated retention period. Employees have 60 days from the date a communication is sent or received to determine if the email meets the criteria as retainable. If so, the electronic record will be placed in a pre-assigned folder on the W:\ Drive for the required retention period.

6.8 Information Technology Staff – Information Technology staff will assist the City Clerk and/or Designee as well as department Records Designees in developing, implementing, and maintaining an electronic records storage system that supports this policy and a disaster recovery backup system for City documents/information.



POLICY AND PROCEDURE

SUBJECT: Disclosure of Public Records	GROUP: Administration	NUMBER: 100-12
FIRST READING: March 17, 2020 EFFECTIVE DATE: April 7, 2020	SUPERCEDES: 100-12 (not dated)	
PREPARED BY: Donna Nault	APPROVED BY: Jeff Niten	

1.0 PURPOSE

To develop guidelines for disclosure of the City's public records consistent with the intent of the Washington State Public Records Act, RCW Chapter 42.56, which is to provide full access to public records unless specifically exempted by state or federal law.

2.0 DEPARTMENTS AFFECTED

All City departments

3.0 REFERENCES

Public Records Act ("PRA"), RCW Chapter 42.56; PRA Model Rules, WAC Chapter 44-14

4.0 DEFINITIONS

4.1 Records Officer: The City Clerk has been appointed by the City Council and will serve as the point of contact for members of the public requesting disclosure of public records, and will oversee compliance with all disclosure requirements.

4.2 Records Designee: Each department director will appoint a Records Designee who will be responsible for coordinating the production of requested records for their department. If redaction is required, the Records Designee will be responsible for redacting the records and producing an exemption log.

5.0 APPLICATION

All departments must comply with this Policy with the exception of the Shelton Municipal Court, which is not considered an "agency" subject to the Public Records Act. Nast v. Michels, 107 Wn.2d 300 (1986); City of Federal Way v. Koenig, 167 Wn.2d 341 (2009).

6.0 PROCEDURES

6.1 Legal Review: The City Clerk should seek legal review of all non-routine requests. Legal review shall be sought whenever the City Clerk determines that a public records request:

- Is ambiguous and requires clarification
- Requires notice to affected third parties named in the records
- Is made in conjunction with ongoing, threatened or potential litigation
- Requires the application of unusual, complex or non-routine exemptions
- Requires a complex search involving a variety of sources
- Involves a high-profile issue or is subject to public or media scrutiny
- May require the production of records from personal accounts or electronic devices
- In any other circumstance in which the input of legal counsel will assist the City in fully discharging its duties under the Public Records Act while avoiding costly litigation

Because public records issues are time sensitive, all Records Designees who believe legal review may be needed, will notify the City Clerk immediately. If the City Clerk agrees legal review is necessary, the City Clerk will promptly contact the City Attorney.

6.2 Request For Public Records: All department offices will accept requests for disclosure of public records.

6.3 Request For Records Outside of Department: All department offices will accept public records requests for records not associated with their department and immediately forward the request to the City Clerk. If the requester wants immediate attention, staff will direct the requester to the City Clerk. The City Clerk will communicate with the appropriate department's Records Designee.

6.4 Requests Made Verbally Or On A Non-City Form: Any staff person who receives a telephone call requesting public records will fill out the City's Public Request Form, or if the requester is present and does not wish to personally fill out a form requesting public records, the staff person helping the requester will fill out the form. The staff person should clarify the specific records the requester is seeking to ensure the request is as clear as possible. The form will be submitted to the City Clerk for processing.

7.0 FILLING REQUESTS

7.1 Filled At Time Requested Or Within Five Business Days: If possible, without undue disruption to other duties, staff should make the records available for inspection and/or copying at the time of the request. If more time is necessary, staff should attempt to make the records available for inspection and/or copying within five business days.

7.2 Requests That Cannot Be Filled Within Five Business Days: If the records cannot be produced within a five business day period, the City Clerk is responsible for sending a written response to the requester within five business days of the request. The five-day letter will acknowledge receipt of the request and clarification if needed, explaining why additional time is needed to respond and estimate the time needed to complete the request. If the City plans to answer the request in installments, the five-day letter will provide an installment schedule and an estimated date for completing the full request. If the request cannot be filled or any installments provided by the estimated dates promised, the City Clerk will provide a written statement to the requestor before

the date has passed explaining the reason for the delay and providing a new installment/completion date.

7.3 Single and Multi-Department Request For Public Records: When a request requires more than a single department to search for and produce records, the City Clerk will notify the Records Designees from all affected departments of the request and set a due date for a search to be completed and the records to be produced to the City Clerk. If a Records Designee requires additional time to conduct a search and provide the records, that information will be shared with the City Clerk within two business days. The Records Designee has the responsibility of gathering responsive records and sending them to the City Clerk on or before the due date. The Records Designee will provide only records that are responsive to the request, and will produce the records in an organized manner that they may be produced to the requester without additional work by the City Clerk. The City Clerk will coordinate the release of information to the requester.

8.0 DISCLOSURE OF RECORDS

8.1 Records Disclosed At Time of Request: The Records Designee, along with the City Clerk, will be responsible for completing the disclosure request/response.

8.2 Public Disclosure Records That Cannot Immediately Be Disclosed: After communicating with the Records Designee, the City Clerk will be responsible for providing the requester with a written response within five business days, including an estimated date for providing the records.

8.3 Records To Be Redacted Or Withheld: If redaction is required, the Records Designee will be responsible for redacting the records and completing an exemption log. The redacted records and the exemption log will be given to the City Clerk for disclosure. The Records Designee will keep a copy of all documents redacted for the time period specified in the State Records Retention Schedule, unless risk management concerns warrant a longer retention period. Records should seldom be withheld in their entirety, as it is usually possible to redact exempt information and produce the remainder of the record. The City Clerk should consult with the City Attorney before withholding records in their entirety. Any records withheld must be described on an exemption log, including the number of pages, author/recipient, date, type of record, legal cite to the exemption, and a brief explanation of how the exemption applies.

8.4 Records Production that have a Combination of Release, Withholding or Redaction: (See 8.2 *Public Disclosure Records That Cannot Immediately Be Disclosed* and 8.3 *Records To Be Redacted or Withheld*)

9.0 SEARCHING FOR PUBLIC RECORDS

9.1 The City Is Required To Conduct Reasonably Diligent Searches For Requested Public Records: When filling requests, Records Designees and the City Clerk will search every paper and electronic location where requested records may reasonably be found. This may include a search of personal accounts and electronic devices, depending on the request. The City's information Technology staff will assist with complex searches for electronic records including, but not limited to, emails and text messages.

9.2 Searches Shall Be Carefully Documented For Complex and Non-Routine Requests: The City Clerk will work with Records Designees to ensure that the search

techniques used including search terms and the locations searched are contemporaneously documented.

9.3 Charges For Public Disclosure Records: The City has determined that it would be unduly burdensome to calculate actual costs for production of public records. Accordingly, the City will charge for public records consistent with the Fee Schedule contained in the Public Records Disclosure Act. The City Clerk will evaluate the need to charge for customized electronic access on a case-by-case basis.

9.4 Large Requests: For requests estimated to be in excess of 50 pages, the City Clerk may require a deposit in an amount not to exceed ten percent of the estimated cost of providing records. If the City makes records available on an installment basis, the City may charge for each installment before it is provided. If an installment is not claimed or reviewed, the City may close the request after providing notice to the requester.

10.0 CREATING NEW RECORDS

The Public Records Act does not require the City to create new records that do not already exist at the time of the request. However, there may be times when it is more efficient for the City, and more helpful for the requester, to create a new record in lieu of providing the records requested. For example, if a request seeks discrete information contained in a large volume of records, it may be more efficient and helpful for the City to produce a summary of the requested information. The City Clerk shall confirm with the requester that producing a newly created record will satisfy the request.

11.0 REVIEW OF DENIALS

The Public Records Act requires agencies to have a process for prompt review of the denial of records requests. It is seldom, if ever, appropriate to deny a request for public records. The City Clerk shall consult the City Attorney if a denial is being contemplated. Requesters may ask the City Manager to review any denials. The City Manager or designee shall respond within two business days.

12.0 LIST OF INDIVIDUALS FOR COMMERCIAL PURPOSES

The Public Records Act prohibits the City from disclosing lists of individuals if the requester is seeking such lists for commercial purposes. If a list of individuals is being sought and the City Clerk suspects the requester has commercial motivations, the City Clerk shall consult the City Attorney about how to handle the request.

13.0 TRAINING

The City Clerk, Records Designees, Department Directors/Managers and City Councilmembers shall undergo regular training on the Public Records Act compliance.



CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item G1)

Touch Date: 02/24/2020
Brief Date: 02/24/2020
Action Date: 03/17/2020

Department: Police
Presented By: Darren Moody

APPROVED FOR COUNCIL PACKET:

Action Requested:

ROUTE TO:

REVIEWED:

- | | | |
|-------------------------------------|------------------|-------|
| <input checked="" type="checkbox"/> | Dept. Head | _____ |
| <input type="checkbox"/> | Finance Director | _____ |
| <input checked="" type="checkbox"/> | Attorney | _____ |
| <input checked="" type="checkbox"/> | City Clerk | _____ |
| <input checked="" type="checkbox"/> | City Manager | _____ |

PROGRAM/PROJECT TITLE:
Regional SWAT Agreement

ATTACHMENTS:
ILA

- | | |
|-------------------------------------|------------|
| <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | Resolution |
| <input checked="" type="checkbox"/> | Motion |
| <input type="checkbox"/> | Other |

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

The Shelton Police Department has been a partner in the Mason County SWAT Team for many years. In 2017, for legal reasons concerning recent statewide court rulings, we pulled out of that partnership. Recently, we were able to navigate the legal issues and are able to once again utilize this resource and training for our officers.

ANALYSIS/OPTIONS/ALTERNATIVES:

If we choose not to maintain this partnership, we cannot access those emergency services when needed.

BUDGET/FISCAL INFORMATION:

Uniforms and equipment

PUBLIC INFORMATION REQUIREMENTS:

None

STAFF RECOMMENDATION/MOTION:

Staff recommends: "I move to approve this Inter-local Agreement in order to partner with the Mason County SWAT Team."

INTERLOCAL COOPERATION AGREEMENT FOR MASON COUNTY REGIONAL SWAT TEAM

THIS AGREEMENT is made under the Interlocal Cooperation Act (Chapter 39.34 RCW) and the Mutual Aid Peace Officers Powers Act (chapter 10.93 RCW) between the Mason County, the City of Shelton, Washington State Department of Fish and Wildlife, Mason County Fire District #2, and Central Mason Fire District (the "Signatory Agencies"). Through this agreement, the Signatory Agencies agree to provide mutual aid and support for a multijurisdictional Special Weapons and Tactics Team ("SWAT team") as provided herein.

WHEREAS, incidents of a serious criminal or emergent nature often require officers with specialty training and equipment in excess of what an individual law enforcement agency can reasonably provide on its own.

WHEREAS, these incidents often can be effectively resolved via the cooperation and collective effort of law enforcement jurisdictions.

NOW, THEREFORE, the Signatory Agencies agree as follows:

Section 1. Definitions

For the purposes of this Agreement and all exhibits attached hereto the following terms, phrases, words and their derivations shall have the meanings given herein. Words not defined shall be given their common and ordinary meaning. The word "shall" is always mandatory and not merely directory.

- A. **Call Out** means any use or mobilization of the SWAT team following the request of any Signatory Agency pursuant to the terms of this Agreement.
- B. **Parent Agency** means the Signatory Agency designated to oversee SWAT operations and maintain the SWAT operational budget. At the time of execution of this Agreement, the Parent Agency is Mason County.
- C. **Primary Geographic or Territorial Jurisdiction** means the territorial boundaries of the city, town, or other public agency or unit of local government in which a law enforcement agency is authorized to act. Such jurisdiction includes the definition contained in RCW 10.93.020, as now enacted or here after amended.
- D. **Primarily Responsible Agency** means the law enforcement agency within whose local geographic or territorial jurisdiction a call out occurs, if it occurs within a Signatory Agency jurisdiction. If the call out takes place outside the geographic or territorial jurisdiction of a Signatory Agency, then the term shall mean the Signatory Agency who requested the call out.

- E. **Requesting Agency** means a law enforcement agency that has requested assistance from the SWAT team.
- F. **SWAT Commander** means the individual responsible for directing the overall tactics and deployment of the SWAT team. Mason County shall appoint the SWAT Commander, who shall hold a minimum rank of Chief.
- G. **Special Weapons and Tactics ("SWAT") Team** means a team of individual law enforcement officers, drawn from the Signatory Agencies, qualified by training and expertise to perform the tasks of a Tier 2 SWAT Team as defined in the Tactical Response and Operations Standard for Law Enforcement Agencies, published by the National Tactical Officer's Association ("NTOA Manual" 2018). The SWAT team also includes a negotiator team composed of individual law enforcement officers, also drawn from the Signatory Agencies, qualified by training and expertise to perform the tasks of Negotiator. The capabilities of the SWAT team shall include barricaded subject operations, high risk warrants, hostage situations, high risk apprehension, high risk security, and terrorism response operations.
- H. **Team Leader** means the individual responsible for directing tactics and operations of the SWAT team in the field. Mason County shall appoint the Team Leader, who shall hold a minimum rank of corporal.

Section 2. Objective

The primary objective of the SWAT Team is to respond effectively and appropriately to emergencies, major incidents and/or major law enforcement operations that create, or have the potential to create, significant and higher safety risk for public safety personnel and the public.

Section 3. Policies & Procedures

- A. **Mason County to Adopt Policies/Procedures:** As the Parent Agency, Mason County shall adopt policies, procedures and regulations applicable to the SWAT team's operations and structure, consistent with best practices. In addition, Mason County may adopt or modify standards for qualification and selection to the Team, and subsequent training required for continued participation on the Team. Following the adoption, modification, or removal of any policy or procedure, Mason County shall forward notice of the change to each Signatory Agency, along with an updated copy of the applicable policy/procedure/regulation, if applicable.

Section 4. Operation of the SWAT Team

- A. **Governing Policies and Procedures:** During a callout, members of the SWAT team shall be governed by, and act in accordance with, the SWAT policies, procedures,

and regulations adopted by Mason County and/or generally applicable to SWAT operations.

B. **Team Structure:** The goal of the SWAT team is to have a minimum of seventeen (17) team members including one Team Leader.

1. **Training:** Each team member shall have completed an 80 hour SWAT basic course from an accredited organization, and completed probation at his or her employing agency, before being appointed to the SWAT team. Members must complete on-going monthly team training of 16 hours. Snipers and negotiators must have specialized training in addition to the above requirements.

2. **Personnel:** The SWAT team shall be comprised of the following number of members from the Signatory Agencies:

- Mason County: 10 team members, plus the SWAT Commander
- City of Shelton: 4 team members

3. **Vacant Positions:** When attrition occurs in the SWAT team, vacancies shall be filled as promptly as possible by the Signatory Agency employing the vacant member.

Section 5. Call Outs

A. **Call Out Request:** In the event that the Chief Law Enforcement officer of a Signatory Agency or designee determines the Signatory Agency has a need for the services of the SWAT team, her or she shall contact the on-duty County Sheriff Supervisor to make the request. Such requests for assistance shall describe the nature of the incident and, if possible, specify the number of police officers and types of equipment required, and where and to whom such officers are to report and where and to whom the equipment should be delivered.

B. **Call Out Acceptance:** The SWAT Commander or designee shall determine if the call-out request requires the capabilities of the SWAT team according to the criteria outlined in the risk matrix and NTOA standards.

C. **Withdrawal From Call Out:** The SWAT Commander or designee, with input from the member agencies, shall have the authority to withdraw the SWAT team from any call out at any time he/she determines the incident no longer requires the capabilities of the SWAT team.

D. **Emergency Withdrawal of Single Agency From Callout:** The Chief Law Enforcement officer of a Signatory Agency or designee may withdraw all of that agency's

personnel/services from a call out if an emergency, major incident, or major crime event occurs within that jurisdiction that requires additional personnel to safely and appropriately respond to. In general, however, each Signatory Agency shall direct SWAT team members in its employ to respond to a call out as promptly and fully as possible.

Section 6. Budgeting and Cost-Sharing

- A. **Host Agency:** The Host Agency shall be responsible for maintaining the budget, as well as all budget-related records and receipts.
- B. **Costs borne solely by Signatory Agencies:** The following costs/expenses of participation in the SWAT team are to be borne solely by the individual Signatory Agency that employs the Team Member(s) to which the cost accrues:
1. Compensation for Team Members employed by the Signatory Agency, including benefits and overtime;
 2. The cost of outfitting an individual Team Member for participation on the team, including uniform, boots, gloves, helmet, other clothing-type items, individual weapon, and weapon-related accessories (suppressors, scopes, etc.);
 3. Fuel for agency vehicles used to transport a Team Member to/from a call out;
 4. Damage, including wear and tear, on agency-owned vehicles (*e.g.*, patrol cars).
- C. **Training Costs:** Costs for SWAT-specific training for Team Members shall be borne by the Signatory Agency employing the Team Member.
- D. **Consumables Used During a Callout:** Each Signatory Agency shall supply its own consumables, including ammunition and first aid supplies.
- E. **Annual Report:** Mason County shall provide an annual report of all SWAT activities during a calendar year to each Signatory Agency by April 1 of the following calendar year. This report shall include the following:
1. A tabulation of the number and nature of call outs; and
 2. A tabulation of the personnel and respective jurisdiction at each call out; and

3. A summary of any policy changes and the inclusion of a copy of the signed policy.

Section 7. Claims and Liability

Each Signatory Agency shall be responsible for the wrongful or negligent actions of its employees while assigned to the SWAT team as its respective liability shall be determined under the laws of the State of Washington and/or Federal Law. This agreement is not intended to diminish or expand such liability. To that end, each Signatory Agency agree to defend, indemnify, hold harmless and release all the other participating Signatory Agencies from any loss, claim or liability arising from or out of the negligent tortious actions or inactions of its employees, officers and officials. Such liability shall be apportioned among the parties or other at fault persons or entities in accordance with the laws of the State of Washington. Nothing herein shall be interpreted to: (a) waive any defense arising out of RCW Title 51; (b) limit the ability of a participant to exercise any right, defense, or remedy which a party may have with respect to third parties or the officer(s) whose action or inaction give rise to loss, claim or liability including but not limited to an assertion that the officer(s) was acting beyond the scope of his or her employment; or (c) cover or require indemnification or payment of any judgment against any individual or city for intentionally wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages against any individual or city. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her municipal employer, should that employer elect to make said payment voluntarily. This agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.

Section 8. Insurance Coverage:

The Signatory Agencies shall, to the best of their ability, coordinate their liability insurance coverages and/or self-insured coverages to the extent possible to fully implement and follow the agreement set forth herein. To that purpose, for the duration of this agreement each Signatory Agency shall maintain occurrence based general and police professional liability insurance or self-insurance coverage with a limit of not less than ten million dollars (\$10,000,000) per occurrence. However, the consent of any liability insurance carrier or self-insured pool or organization is not required to make this agreement effective as between the member cities signing this agreement and the failure of any insurance carrier or self-insured pool or organization to agree or follow the terms of this provision on liability shall not relieve any individual city from its obligations under this agreement.

Section 9. Employment

Except as provided herein, all public safety personnel are deemed to be continuing employment for their respective employers when activated as members of the SWAT team. Each Signatory Agency shall be solely and exclusively responsible for the compensation and benefits for those personnel. All rights, duties, and obligations of the employer and the employee shall remain with that Signatory Agency. Each Signatory Agency shall be responsible for ensuring compliance with all applicable laws regarding employees, and with provisions on any applicable collective bargaining agreements and civil service rules and regulations and its own disciplinary policies and procedures.

Section 10. Press Releases

Mason County shall handle press releases relating to SWAT team activities only through the Primary Responsible Agency in an effort to fully and fairly acknowledge the contributions of participating agencies and with due regard for the integrity of the operations and the safety of officers.

Section 11. Authorized Staff

The Signatory Agencies to this agreement shall provide the names and phone numbers of staff who have the authority to commit manpower and/or equipment to any SWAT call out or activity.

Section 12. Injury Benefits

Whenever any commissioned officer of a Signatory Agency is injured while acting pursuant to this agreement, even though such injury may have occurred while the officer was under the direction of a Signatory Agency which was not the employer of the injured officer at the time of such injury, such officer and/or his/her dependents shall receive from that Officer's employer the same benefits which such officer would have received had said officer been acting under the immediate direction of said officer's employer and within said employer's jurisdiction.

Section 13. Severability

Should any clause, phrase, sentence or paragraph of the Agreement or its application to any party or circumstance be declared invalid or void by a court of competent jurisdiction, the remaining provisions of this Agreement and/or their application to other parties and circumstances, not declared invalid or void, shall remain in full force and effect.

Section 14. Term

The minimum term of this Agreement shall be one (1) year, effective upon its adoption by all Signatory Agencies. This Agreement shall automatically extend for consecutive one (1) year terms without action of the legislative bodies of the Signatory Agency jurisdictions, unless and until terminated pursuant to the terms of this agreement.

Section 15. Termination

Any Signatory Agency may withdraw from and terminate participation in under this Agreement upon the giving of thirty (30) calendar days advance written notice of intent to withdraw/terminate to the other Signatory Agencies herein. Termination of this Agreement and/or withdrawal of an agency shall not terminate the indemnity or liability of that agency with respect to any incident arising prior to the withdrawal. All terms of this Agreement shall survive the termination of this Agreement with respect to any cause of action, claim or liability arising on or prior to the date of termination.

In the event that Signatory Agency withdraws from and terminates participation under this Agreement, property that was provided by that Signatory Agency and was used and/or in the possession of the SWAT Team pursuant to the terms and conditions of this Agreement, including but not limited to vehicles, equipment, firearms, ammunition and explosives, shall belong to and shall be returned to that Signatory Agency.

Section 16. Contract Administration

Mason County shall be primarily responsible for administering the terms of this agreement. The Signatory Agencies do not, by this Agreement, intend to create any separate legal or administrative entity. The Signatory Agencies will cooperatively work together to further the intent and purpose of this agreement.

Section 19. Extent of Agreement

This agreement contains the complete understanding of the Signatory Agencies regarding the subject matter of this agreement.

Section 10. Authorization

By resolution or ordinance or otherwise pursuant to law, the governing bodies of the Signatory Agencies listed below have authorized their respective designated officials to execute this agreement on their behalf. This agreement may be executed by counterparts and if so, shall be deemed valid as if each designated official had signed the original.

SIGNATURES ON FOLLOWING PAGE

MASON COUNTY

By: _____

Date: _____

Print Name: _____

Title: _____

CITY OF SHELTON

By: _____

Date: _____

Print Name: _____

Title: City Manager



CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item G2)

Touch Date: 01/28/20
Brief Date: 03/03/20
Action Date: 03/17/20

Department: **Public Works**
Presented By: **Jeff Niten**

APPROVED FOR COUNCIL PACKET:

Action Requested:

ROUTE TO:

REVIEWED:

PROGRAM/PROJECT TITLE:
Downtown Connector Final
Acceptance

☐

Ordinance

☐

Resolution

☒

Motion

☐

Other

ATTACHMENTS:

- Downtown Connector Final
Acceptance Form
- Before and after photos

☐ Dept. Head

☐ Finance Director

☐ Attorney

☐ City Clerk

☒ City Manager

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

On May 1, 2018, the Commission awarded Waunch Construction & Trucking, Inc. a \$4,334,002.86 Contract for construction of the Downtown Connector Project. This project provided for the revitalization of Olympic Highway North/Alder Street between East C Street and North 1st Street. The restoration included new asphalt streets, installation of a roundabout at the 1st and Alder intersection, installation of a new traffic signal system at the Alder Street/North 7th Street intersection, replacement of existing sidewalk and curb ramps along W. Alder Street with ADA-compliant sidewalk and curb ramps, installation of a new bus stop shelter, Rapid Flashing Beacons, a new rain garden, a multiuse path along Olympic Hwy North, replacement of sanitary sewer manholes, and installation of stormwater treatment vaults and replacement of catch basins. The contract provided 240 working days to complete the improvements, which the Contractor completed in 236 working days.

This project would not have been as successful without the assistance of our partners: Mason Conservation District for their initiation and assistance with the design of the rain garden, PUD 3 for providing the mast arms and light fixtures, as well as installing the decorative light poles, and Mason Transit Authority for providing the bus shelter structure and funding the construction of the bus pullout.

ANALYSIS/OPTIONS/ALTERNATIVES:

N/A

BUDGET/FISCAL INFORMATION:

The Contract was awarded for \$4,334,002.86. After three change orders and various cost overruns, the final amount to be paid to Waunch Construction and Trucking, after taxes and retainage, will be \$4,785,862.79. We were awarded two grants to assist in paying for the construction of this project, a \$3,489,152 TIB Grant and \$1,000,000 2018 State Appropriation in the Transportation Budget, additionally, MTA paid \$96,398 for the construction of the bus shelter. The remaining \$251,547.14 will be paid out of the street and storm utilities.

PUBLIC INFORMATION REQUIREMENTS:

Information can be obtained through the Public Works Department.

STAFF RECOMMENDATION/MOTION:

Staff recommends: *"I move to accept the Downtown Connector Project and authorize the Mayor to sign the Final Acceptance Form"*.

CAPITAL PROJECT
FINAL ACCEPTANCE FORM

Project: **Downtown Connector**

Contractor: Waunch Construction and Trucking, Inc.

Date awarded: September 3, 2019

Amount of the contract: \$ 4,334,002.84

Final Amount Paid: \$ 4,785,862.79

Description of work performed: This project provided for the revitalization of Olympic Highway North/Alder Street between East C Street and North 1st Street. The restoration included new asphalt streets, installation of a roundabout at the 1st and Alder intersection, installation of a new traffic signal system at the Alder Street/North 7th Street intersection, replacement of existing sidewalk and curb ramps along W. Alder Street with ADA-compliant sidewalk and curb ramps, installation of a new bus stop shelter, Rapid Flashing Beacons, a new rain garden, a multi-modal pedestrian path along Olympic Hwy North, replacement of sanitary sewer manholes, and installation of stormwater treatment vaults and replacement of catch basins.

Authorizing signatures:

Mayor Dorcy

Date

Attest:

City Clerk Nault

Date

1st/Alder Intersection Before



1st/Alder Intersection After



4th/Alder Before



4th/Alder After



Olympic Hwy North/B Street Before



Olympic Hwy North/B Street After



Downtown Connector Project

Ribbon Cutting Ceremony

August 2, 2019





CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item G3)

Touch Date: 02/11/20
Brief Date: 03/03/20
Action Date: 03/17/20

Department: **Public Works**
Presented By: **Jeff Niten**

APPROVED FOR COUNCIL PACKET:

Action Requested:

ROUTE TO:

REVIEWED:

☐ Dept. Head

☐ Finance Director

☐ Attorney

☒ City Clerk

☒ City Manager

PROGRAM/PROJECT TITLE:
DOC Grant Acceptance for Civic
Center Parking Lot

ATTACHMENTS:
- DOC Contract No. 20-96627-226

☐ Ordinance

☐ Resolution

☒ Motion

☐ Other

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

In June of 2019, the City received notification of award of \$283,000 in state grant funding from the 2019-2021 Capital Budget for the Civic Center Parking Lot. Following notice of the award and utilizing the City's On-Call Engineering Contract, staff assigned a work order to TranspoGroup for design efforts of the redevelopment of the Civic Center Parking Lot.

City staff has been working with the Department of Commerce to define the scope of work for the grant documents and asks the Council accept the grant for the design and construction of the Civic Center Parking Lot.

ANALYSIS/OPTIONS/ALTERNATIVES:

N/A

BUDGET/FISCAL INFORMATION:

\$283,000 was awarded through the state Capital Budget. The grant amount is for \$277,340, which is the amount remaining after the Dept. of Commerce's 2% administrative fee.

PUBLIC INFORMATION REQUIREMENTS:

Information for this can be obtained through the Public Works Department.

STAFF RECOMMENDATION/MOTION:

Staff recommends: *"I move to accept the Direct Appropriation Grant for the Civic Center Parking Lot by authorizing the Mayor to sign the Funding Agreement with the Department of Commerce".*



Department of Commerce

Grant to

City of Shelton
through

The Local and Community Projects Program

For

Shelton Civic Center Parking Lot

Start date: July 1, 2019

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FACE SHEET

Grant Number: **20-96627-226**
Project Name: **Shelton Civic Center Parking Lot**

**Washington State Department of Commerce
Local Government Division
Community Assistance and Research Unit**

1. GRANTEE City of Shelton 525 West Cota Street Shelton, WA 98584		2. GRANTEE Doing Business As (optional) N/A	
3. GRANTEE Representative Ken Gill, City Engineer (360) 432-5144 KGill@ci.shelton.wa.us		4. COMMERCE Representative Karma Shannon♥Lawson, Grant Manager PO Box 42525, Olympia, WA 98504 (360) 810-0185 Karma.ShannonLawson@commerce.wa.gov	
5. Grant Amount \$277,340.00	6. Funding Source Federal: State:X Other: N/A:	7. Start Date July 1, 2019	8. End Date June 30, 2023 (subject to reappropriation)
9. Federal Funds (as applicable) N/A		Federal Agency N/A	CFDA Number N/A
10. Tax ID # XXXXXXXXXXXXXXXX	11. SWV # SWV0013140-00	12. UBI # 252000085	13. DUNS # 021830666
14. Grant Purpose The outcome of this performance-based Grant Agreement is to undertake a legislatively approved project that furthers the goals and objectives of Washington State Direct Appropriations Program as referenced in Attachment A – Scope of Work.			
COMMERCE, defined as the Washington State Department of Commerce, and the GRANTEE, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment “A” – Scope of Work, Attachment “B” – Certification of Availability of Funds to Complete the Project, Attachment “C” – Certification of the Payment and Reporting of Prevailing Wages, Attachment “D” – Certification of Intent to Enter LEED Process.			
FOR GRANTEE _____ Signature _____ Print Name _____ Title _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director Local Government Division _____ Date APPROVED AS TO FORM _____ Luke Eaton, Assistant Attorney General 8/13/2019 _____ Date	

DECLARATIONS

GRANTEE INFORMATION

GRANTEE Name:	City of Shelton
Grant Number:	20-96627-226
State Wide Vendor Number:	SWV0013140-00

PROJECT INFORMATION

Project Name:	Shelton Civic Center Parking Lot
Project City:	Shelton
Project State:	Washington
Project Zip Code:	98584

GRANT AGREEMENT INFORMATION

Grant Amount:	\$277,340.00
Appropriation Number:	SHB 1102 SL Section 1042 (2019 Regular Session)
Re-appropriation Number (if applicable):	N/A
Grant End Date:	June 30, 2023 (subject to reappropriation)
Biennium:	2019-2021
Biennium Close Date:	June 30, 2021
Earliest Date for Construction Reimbursement:	July 1, 2016

ADDITIONAL SPECIAL TERMS AND CONDITIONS GOVERNING THIS AGREEMENT

N/A

SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS

THIS GRANT AGREEMENT, entered into by and between the GRANTEE and COMMERCE, as defined on the Face Sheet of this Grant Agreement, WITNESSES THAT:

WHEREAS, COMMERCE has the statutory authority under RCW 43.330.050 (5) to cooperate with and provide assistance to local governments, businesses, and community-based organizations; and

WHEREAS, COMMERCE is also given the responsibility to administer state funds and programs which are assigned to COMMERCE by the Governor or the Washington State Legislature; and

WHEREAS, the Washington State Legislature has made an appropriation to support the Local and Community Projects Program, and directed COMMERCE to administer those funds; and

WHEREAS, the enabling legislation also stipulates that the GRANTEE is eligible to receive funding for design, acquisition, construction, or rehabilitation (a venture hereinafter referred to as the "Project").

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties hereto agree as follows:

1. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Grant.

The Representative for the GRANTEE and their contact information are identified on the Face Sheet of this Grant.

2. COMPENSATION

COMMERCE shall pay an amount not to exceed the awarded Grant Amount as shown on the Face Sheet of this Grant Agreement, for the capital costs necessary for or incidental to the performance of work as set forth in the Scope of Work.

3. CERTIFICATION OF FUNDS PERFORMANCE MEASURES

A. The release of state funds under this Grant Agreement is contingent upon the GRANTEE certifying that it has expended or has access to funds from non-state sources as set forth in ATTACHMENT B (CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT), hereof. Such non-state sources may consist of a combination of any of the following:

- i) Eligible Project expenditures prior to the execution of this Grant Agreement.
- ii) Cash dedicated to the Project.
- iii) Funds available through a letter of credit or other binding loan commitment(s).
- iv) Pledges from foundations or corporations.
- v) Pledges from individual donors.
- vi) The value of real property when acquired solely for the purposes of this Project, as established and evidenced by a current market value appraisal performed by a licensed, professional real estate appraiser, or a current property tax statement. COMMERCE will not consider appraisals for prospective values of such property for the purposes of calculating the amount of non-state matching fund credit.
- vii) In-kind contributions, subject to COMMERCE'S approval.

- B. The GRANTEE shall maintain records sufficient to evidence that it has access to or has expended funds from such non-state sources, and shall make such records available for COMMERCE's review upon reasonable request.

4. PREVAILING WAGE LAW

The Project funded under this Grant may be subject to state prevailing wage law (Chapter 39.12 RCW). The GRANTEE is advised to consult the Industrial Statistician at the Washington Department of Labor and Industries to determine whether prevailing wages must be paid. COMMERCE is not responsible for determining whether prevailing wage applies to this Project or for any prevailing wage payments that may be required by law.

5. DOCUMENTATION AND SECURITY

The provisions of this section shall apply to capital projects performed by nonprofit organizations that involve the expenditure of over \$500,000 in state funds. Projects for which the grant award or legislative intent documents specify that the state funding is to be used for design only are exempt from this section.

- A. Deed of Trust. This Grant shall be evidenced by a promissory note and secured by a deed of trust or other appropriate security instrument in favor of COMMERCE (the "Deed of Trust"). The Deed of Trust shall be recorded in the County where the Project is located, and the original returned to COMMERCE after recordation within ninety (90) days of Grant Agreement execution. The Deed of Trust must be recorded before COMMERCE will reimburse the GRANTEE for any Project costs. The amount secured by the Deed of Trust shall be the amount of the Grant as set forth on the Face Sheet, hereof.
- B. Term of Deed of Trust. The Deed of Trust shall remain in full force and effect for a period of ten (10) years following the final payment of state funds to the GRANTEE under this grant. Upon satisfaction of the ten-year term requirement and all other grant terms and conditions, COMMERCE shall, upon written request of the GRANTEE, take appropriate action to reconvey the Deed of Trust.
- C. Title Insurance. The GRANTEE shall purchase an extended coverage lender's policy of title insurance insuring the lien position of the Deed of Trust in an amount not less than the amount of the grant.
- D. Subordination. COMMERCE may agree to subordinate its deed of trust upon request from a private or public lender. Any such request shall be submitted to COMMERCE in writing, and COMMERCE shall respond to the request in writing within thirty (30) days of receiving the request.

6. BASIS FOR ESTABLISHING REAL PROPERTY VALUES FOR ACQUISITIONS OF REAL PROPERTY PERFORMANCE MEASURES

When the grant is used to fund the acquisition of real property, the value of the real property eligible for reimbursement under this grant shall be established as follows:

- A. GRANTEE purchases of real property from an independent third-party seller shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser, or a current property tax statement.
- B. GRANTEE purchases of real property from a subsidiary organization, such as an affiliated LLC, shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or the prior purchase price of the property plus holding costs, whichever is less.

7. EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

Payments to the Grantee shall be made on a reimbursement basis only. Costs incurred on or after the EARLIEST DATE FOR CONSTRUCTION REIMBURSEMENT as shown on the Declarations page are eligible for reimbursement under this Grant Agreement. The GRANTEE may be reimbursed for the following eligible costs related to the activities identified in the SCOPE OF WORK shown on Attachment A.

- A. Real property, and costs directly associated with such purchase, when purchased or acquired solely for the purposes of the Project;
- B. Design, engineering, architectural, and planning;
- C. Construction management and observation (from external sources only);
- D. Construction costs including, but not limited to, the following:
 - Site preparation and improvements;
 - Permits and fees;
 - Labor and materials;
 - Taxes on Project goods and services;
 - Capitalized equipment;
 - Information technology infrastructure; and
 - Landscaping.
- E. Other costs authorized through the legislation

8. BILLING PROCEDURES AND PAYMENT

COMMERCE shall reimburse the GRANTEE for eligible Project expenditures, up to the maximum payable under this Grant Agreement. When requesting reimbursement for expenditures made, the GRANTEE shall submit to COMMERCE a signed and completed Invoice Voucher (Form A-19), that documents capitalized Project activity performed for the billing period. The GRANTEE can submit all Invoice Vouchers and any required documentation electronically through COMMERCE's Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal.

The GRANTEE shall evidence the costs claimed on each voucher by including copies of each invoice received from vendors providing Project goods or services covered by the Grant Agreement. The GRANTEE shall also provide COMMERCE with a copy of the cancelled check or electronic funds transfer, as applicable, that confirms that they have paid each expenditure being claimed. The cancelled checks or electronic funds transfers may be submitted to COMMERCE at the time the voucher is initially submitted, or within thirty (30) days thereafter.

The voucher must be certified (signed) by an official of the GRANTEE with authority to bind the GRANTEE. The final voucher shall be submitted to COMMERCE within sixty (60) days following the completion of work or other termination of this Grant Agreement, or within fifteen (15) days following the end of the state biennium unless Grant Agreement funds are reappropriated by the Legislature in accordance with Section 19, hereof.

Each request for payment must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted, as well as a report of Project status to date. COMMERCE will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the GRANTEE. COMMERCE will pay GRANTEE upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE **not more often than monthly**.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the GRANTEE.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the GRANTEE for services rendered if the GRANTEE fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Duplication of Billed Costs

The GRANTEE shall not bill COMMERCE for services performed under this Grant Agreement, and COMMERCE shall not pay the GRANTEE, if the GRANTEE is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The GRANTEE is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees.

9. SUBCONTRACTOR DATA COLLECTION

GRANTEE will submit reports, in a form and format to be provided by COMMERCE and at intervals as agreed by the parties, regarding work under this Grant performed by subcontractors and the portion of Grant funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors.

"Subcontractors" shall mean subcontractors of any tier.

10. CERTIFIED PROJECT COMPLETION REPORT AND FINAL PAYMENT

The GRANTEE shall complete a Certified Project Completion Report when activities identified in the SCOPE OF WORK shown on Attachment A are complete.

The GRANTEE shall provide the following information to COMMERCE:

- A. A certified statement that the Project, as described in the SCOPE OF WORK shown on Attachment A, is complete and, if applicable, meets required standards.
- B. A certified statement of the actual dollar amounts spent, from all funding sources, in completing the project as described in the SCOPE OF WORK shown on Attachment A.
- C. Certification that all costs associated with the Project have been incurred and accounted for. Costs are incurred when goods and services are received and/or Grant work is performed.
- D. A final voucher for the remaining eligible funds, including any required documentation.

The GRANTEE will submit the Certified Project Completion Report together with the last Invoice Voucher for a sum not to exceed the balance of the Grant Amount.

11. INSURANCE

The GRANTEE shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state of Washington should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the GRANTEE, or Subgrantee, or agents of either, while performing under the terms of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The GRANTEE shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation or modification.

The GRANTEE shall submit to COMMERCE within fifteen (15) calendar days of the Grant start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, the GRANTEE shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The GRANTEE shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence.

Additionally, the GRANTEE is responsible for ensuring that any Subgrantee/subcontractor provide adequate insurance coverage for the activities arising out of subgrants/subcontracts.

Automobile Liability. In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the GRANTEE or its Subgrantee/subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

Professional Liability, Errors and Omissions Insurance. The GRANTEE shall maintain Professional Liability or Errors and Omissions Insurance. The GRANTEE shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the GRANTEE and licensed staff employed or under contract to the GRANTEE. The state of Washington, its agents, officers, and employees need *not* be named as additional insureds under this policy.

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the GRANTEE for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this Grant shall be \$2,000,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B. Subgrantees/subcontractors that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantees/subcontractors pursuant to this paragraph shall name the GRANTEE and the GRANTEE's fiscal agent as beneficiary.
- C. The GRANTEE shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

GRANTEES and Local Governments that Participate in a Self-Insurance Program.

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the GRANTEE may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the GRANTEE shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. GRANTEE's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

GRANTEE shall provide annually to COMMERCE a summary of coverages and a letter of self insurance, evidencing continued coverage under GRANTEE's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self insurance will be provided on the anniversary of the start date of this Agreement.

12. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Declarations page of this Grant Agreement
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Certification of the Availability of Funds to Complete the Project
- Attachment C – Certification of the Payment and Reporting of Prevailing Wages
- Attachment D – Certification of Intent to Enter the Leadership in Energy and Environmental Design (LEED) Certification Process

13. REDUCTION IN FUNDS

In the event state funds appropriated for the work contemplated under this Grant Agreement are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature during the Grant Agreement period, the parties hereto shall be bound by any such revised funding limitations as implemented at the discretion of COMMERCE, and shall meet and renegotiate the Grant Agreement accordingly.

14. OWNERSHIP OF PROJECT/CAPITAL FACILITIES

COMMERCE makes no claim to any real property improved or constructed with funds awarded under this Grant Agreement and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this Grant Agreement; provided, however, that COMMERCE may be granted a security interest in real property, to secure funds awarded under this Grant Agreement. This provision does not extend to claims that COMMERCE may bring against the GRANTEE in recapturing funds expended in violation of this Grant Agreement.

15. CHANGE OF OWNERSHIP OR USE FOR GRANTEE-OWNED PROPERTY

- A. The GRANTEE understands and agrees that any and all real property or facilities owned by the GRANTEE that are acquired, constructed, or otherwise improved by the GRANTEE using state funds under this Grant Agreement, shall be held and used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for a period of at least ten (10) years from the date the final payment is made hereunder.
- B. This provision shall not be construed to prohibit the GRANTEE from selling any property or properties described in this section; Provided, that any such sale shall be subject to prior review and approval by COMMERCE, and that all proceeds from such sale shall be applied to the purchase price of a different facility or facilities of equal or greater value than the original facility and that any such new facility or facilities will be used for the purpose or purposes stated elsewhere in this Grant Agreement.
- C. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant as stated on the Face Sheet, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 46 (Recapture provision).

16. CHANGE OF USE FOR LEASED PROPERTY PERFORMANCE MEASURE

- A. The GRANTEE understands and agrees that any facility leased by the GRANTEE that is constructed, renovated, or otherwise improved using state funds under this Grant Agreement shall be used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for a period of at least ten (10) years from the date the final payment is made hereunder.
- B. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant as stated on the Face Sheet, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 46 (Recapture Provision).

17. SIGNAGE, MARKERS AND PUBLICATIONS

If, during the period covered by this Grant Agreement, the GRANTEE displays or circulates any communication, publication, or donor recognition identifying the financial participants in the Project, any such communication or publication must identify "The Taxpayers of Washington State" as a participant.

18. HISTORICAL AND CULTURAL ARTIFACTS

Prior to approval and disbursement of any funds awarded under this Grant Agreement, GRANTEE shall complete the requirements of Governor's Executive Order 05-05, where applicable, or GRANTEE shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. GRANTEE agrees that the GRANTEE is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Grant Agreement.

In addition to the requirements set forth in this Grant Agreement, GRANTEE shall, in accordance with Governor's Executive Order 05-05, coordinate with COMMERCE and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by the Project. GRANTEE agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Grant Agreement.

The GRANTEE agrees that, unless the GRANTEE is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the GRANTEE shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the COMMERCE Representative identified on the Face Sheet. If human remains are uncovered, the GRANTEE shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The GRANTEE shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in this Grant Agreement, GRANTEE agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 05-05.

In the event that the GRANTEE finds it necessary to amend the Scope of Work the GRANTEE may be required to re-comply with Governor's Executive Order 05-05 or Section 106 of the National Historic Preservation Act.

19. REAPPROPRIATION

- A. The parties hereto understand and agree that any state funds not expended by the BIENNIUM CLOSE DATE listed on the Declarations page will lapse on that date unless specifically reappropriated by the Washington State Legislature. If funds are so reappropriated, the state's obligation under the terms of this Grant Agreement shall be contingent upon the terms of such reappropriation.
- B. In the event any funds awarded under this Grant Agreement are reappropriated for use in a future biennium, COMMERCE reserves the right to assign a reasonable share of any such reappropriation for administrative costs.

20. TERMINATION FOR FRAUD OR MISREPRESENTATION

In the event the GRANTEE commits fraud or makes any misrepresentation in connection with the Grant application or during the performance of this Grant Agreement, COMMERCE reserves the right to terminate or amend this Grant Agreement accordingly, including the right to recapture all funds disbursed to the GRANTEE under the Grant.

GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS

21. DEFINITIONS

As used throughout this Grant, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "GRANTEE" shall mean the entity identified on the Face Sheet performing service(s) under this Grant, and shall include all employees and agents of the GRANTEE.
- D. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- E. "State" shall mean the state of Washington.
- F. "Subgrantee/subcontractor" shall mean one not in the employment of the GRANTEE, who is performing all or part of those services under this Grant under a separate Grant with the GRANTEE. The terms "subgrantee/subcontractor" refers to any tier.
- G. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
- H. "Vendor" is an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.
- I. "Grant Agreement" or "Agreement" means the entire written agreement between COMMERCE and the GRANTEE, including any Attachments, Exhibits, documents, or materials incorporated by reference.

22. ACCESS TO DATA

In compliance with RCW 39.26.180, the GRANTEE shall provide access to data generated under this Grant to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the GRANTEE's reports, including computer models and the methodology for those models.

23. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by COMMERCE.

24. ALL WRITINGS CONTAINED HEREIN

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

25. AMENDMENTS

This Grant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

26. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE “ADA” 28 CFR PART 35

The GRANTEE 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 telecommunications.

27. ASSIGNMENT

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the GRANTEE without prior written consent of COMMERCE.

28. ATTORNEYS’ FEES

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorney’s fees and costs.

29. AUDIT

A. General Requirements

COMMERCE reserves the right to require an audit. If required, GRANTEEs are to procure audit services based on the following guidelines.

The GRANTEE shall maintain its records and accounts so as to facilitate audits and shall ensure that subgrantees also maintain auditable records.

The GRANTEE is responsible for any audit exceptions incurred by its own organization or that of its subgrantees.

COMMERCE reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The GRANTEE must respond to COMMERCE requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. State Funds Requirements

In the event an audit is required, if the GRANTEE is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the GRANTEE.

The GRANTEE shall include the above audit requirements in any subcontracts.

In any case, the GRANTEE’s records must be available for review by COMMERCE.

C. Documentation Requirements

The GRANTEE must send a copy of the audit report described above no later than nine (9) months after the end of the GRANTEE’s fiscal year(s) by sending a scanned copy to comacctooffice@commerce.wa.gov or a hard copy to:

Department of Commerce
ATTN: Accounting Services
1011 Plum Street SE
PO Box 42525
Olympia WA 98504-2525

In addition to sending a copy of the audit, when applicable, the GRANTEE must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE.
- Copy of the Management Letter.

If the GRANTEE is required to obtain a Single Audit consistent with Circular A-133 requirements, a copy must be provided to COMMERCE; no other report is required.

30. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
1. All material provided to the GRANTEE by COMMERCE that is designated as "confidential" by COMMERCE;
 2. All material produced by the GRANTEE that is designated as "confidential" by COMMERCE; and
 3. All personal information in the possession of the GRANTEE that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B. The GRANTEE shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the GRANTEE shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by COMMERCE. Upon request, the GRANTEE shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The GRANTEE shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

31. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the GRANTEE terminate this Grant Agreement if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the GRANTEE in the procurement of, or performance under this Grant Agreement.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The GRANTEE and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on this Grant, or any matter related to the project funded under this Grant or any other state funded project, including but not limited to formulating or drafting legislation, participating in grant procurement, planning and execution, awarding grants, or monitoring grants, during the 24 month period preceding the start date of this Grant. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the GRANTEE may be disqualified from further consideration for the award of a Grant.

In the event this Grant Agreement is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the GRANTEE as it could pursue in the event of a breach of the Grant Agreement by the GRANTEE. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Grant Agreement.

32. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the GRANTEE hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the GRANTEE hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The GRANTEE warrants and represents that the GRANTEE has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The GRANTEE shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The GRANTEE shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the GRANTEE with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the GRANTEE.

33. DISPUTES

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the GRANTEE's name, address, and Grant number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

34. DUPLICATE PAYMENT

COMMERCE shall not pay the GRANTEE, if the GRANTEE has charged or will charge the State of Washington or any other party under any other Grant, subgrant/subcontract, or agreement, for the same services or expenses.

35. GOVERNING LAW AND VENUE

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

36. INDEMNIFICATION

To the fullest extent permitted by law, the GRANTEE shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims. "Claim" as used in this Grant Agreement, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The GRANTEE's obligation to indemnify, defend, and hold harmless includes any claim by GRANTEE's agents, employees, representatives, or any subgrantee/subcontractor or its employees. GRANTEE expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to GRANTEE'S or any subgrantee's/subcontractor's performance or failure to perform the Grant. GRANTEE'S obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The GRANTEE waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

37. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent contractor relationship will be created by this Grant. The GRANTEE and its employees or agents performing under this Grant Agreement are not employees or agents of the state of Washington or COMMERCE. The GRANTEE will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the GRANTEE make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the GRANTEE.

38. INDUSTRIAL INSURANCE COVERAGE

The GRANTEE shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the GRANTEE fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the GRANTEE the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the GRANTEE to the accident fund from the amount payable to the GRANTEE by COMMERCE under this Grant Agreement, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the GRANTEE.

39. LAWS

The GRANTEE shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended.

40. LICENSING, ACCREDITATION AND REGISTRATION

The GRANTEE shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Grant Agreement.

41. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant Agreement. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Grant Agreement is not effective or binding unless made in writing and signed by the Authorized Representative.

42. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Grant, the GRANTEE shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the GRANTEE's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the GRANTEE may be declared ineligible for further Grants with COMMERCE. The GRANTEE shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

43. PAY EQUITY

The GRANTEE agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- a. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- b. GRANTEE may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - (i) A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 - (ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
 - (iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Grant Agreement may be terminated by COMMERCE, if COMMERCE or the Department of Enterprise services determines that the GRANTEE is not in compliance with this provision.

44. POLITICAL ACTIVITIES

Political activity of GRANTEE employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17a RCW and the Federal Hatch Act, 5 USC 1501 - 1508. No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

45. PUBLICITY

The GRANTEE agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

46. RECAPTURE

In the event that the GRANTEE fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the GRANTEE of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant.

47. RECORDS MAINTENANCE

The GRANTEE shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

GRANTEE shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

48. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the GRANTEE shall complete registration with the Washington State Department of Revenue.

49. RIGHT OF INSPECTION

The GRANTEE shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.

50. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may terminate the Grant under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

51. SEVERABILITY

The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

52. SITE SECURITY

While on COMMERCE premises, GRANTEE, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

53. SUBGRANTING/SUBCONTRACTING

Neither the GRANTEE nor any subgrantee/subcontractor shall enter into subgrants/subcontracts for any of the work contemplated under this Grant Agreement without obtaining prior written approval of COMMERCE. In no event shall the existence of the subgrant/subcontract operate to release or reduce the liability of the GRANTEE to COMMERCE for any breach in the performance of the GRANTEE's duties. This clause does not include Grants of employment between the GRANTEE and personnel assigned to work under this Grant.

Additionally, the GRANTEE is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subgrants/subcontracts. GRANTEE and its subgrantees/subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of COMMERCE or as provided by law.

54. SURVIVAL

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

55. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the GRANTEE's income or gross receipts, any other taxes, insurance or expenses for the GRANTEE or its staff shall be the sole responsibility of the GRANTEE.

56. TERMINATION FOR CAUSE

In the event COMMERCE determines the GRANTEE has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant. Before suspending or terminating the Grant, COMMERCE shall notify the GRANTEE in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.

In the event of termination or suspension, the GRANTEE shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the GRANTEE from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the GRANTEE or a decision by COMMERCE to terminate the Grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the GRANTEE: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant are not exclusive and are, in addition to any other rights and remedies, provided by law.

57. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

58. TERMINATION PROCEDURES

Upon termination of this Grant, COMMERCE, in addition to any other rights provided in this Grant, may require the GRANTEE to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the GRANTEE the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the GRANTEE and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the AUTHORIZED REPRESENTATIVE shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this

Grant. COMMERCE may withhold from any amounts due the GRANTEE such sum as the AUTHORIZED REPRESENTATIVE determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant Agreement.

After receipt of a notice of termination, and except as otherwise directed by the AUTHORIZED REPRESENTATIVE, the GRANTEE shall:

1. Stop work under the Grant on the date, and to the extent specified, in the notice;
2. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
3. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the AUTHORIZED REPRESENTATIVE, all of the rights, title, and interest of the GRANTEE under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the AUTHORIZED REPRESENTATIVE to the extent AUTHORIZED REPRESENTATIVE may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the AUTHORIZED REPRESENTATIVE any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;
6. Complete performance of such part of the work as shall not have been terminated by the AUTHORIZED REPRESENTATIVE; and
7. Take such action as may be necessary, or as the AUTHORIZED REPRESENTATIVE may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the GRANTEE and in which COMMERCE has or may acquire an interest.

59. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the GRANTEE, for the cost of which the GRANTEE is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in COMMERCE upon delivery of such property by the GRANTEE. Title to other property, the cost of which is reimbursable to the GRANTEE under this Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the GRANTEE shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.
 - B. The GRANTEE shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the GRANTEE or which results from the failure on the part of the GRANTEE to maintain and administer that property in accordance with sound management practices.
 - C. If any COMMERCE property is lost, destroyed or damaged, the GRANTEE shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
 - D. The GRANTEE shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant
- All reference to the GRANTEE under this clause shall also include GRANTEE'S employees, agents or subgrantees/subcontractors.

60. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

ATTACHMENT A - SCOPE OF WORK

Funds awarded under this grant will be used for capital expenditures related to the construction of the Shelton Civic Center Parking Lot. The location of the project is: 401-499 West Cota Street, Shelton, WA.

This project will convert a half block City-owned gravel parking lot into a paved parking lot with infrastructure improvements, landscaping, and community recreation amenities. Construction will include and not be limited to:

- Project design
- In-ground utility and stormwater system upgrades
- Landscaping
- Paving and striping the parking lot
- Purchase & installation of recreational amenities: 4 basketball hoops, 2 pickleball courts.

This project began in June, 2019 and construction is expected to be complete by October 2020.

All project work completed with prior legislative approval. The "Copyright Provisions", Section 32 of the General Terms and Conditions, are not intended to apply to any architectural and engineering design work funded by this grant.

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

GRANTEE

TITLE

DATE

ATTACHMENT B - CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT

Type of Funding	Source Description	Amount
Grant	Washington State Department of Commerce	\$277,340.00
<i>Other Grants</i>		
Grant #1		\$
Grant #2		\$
Total Other Grants		\$0.00
<i>Other Loans</i>		
Loan #1		\$
Loan #2		\$
Total Loans		\$0.00
<i>Other Local Revenue</i>		
Source #1		\$
Total Local Revenue		\$0.00
<i>Other Funds</i>		
Source #1	Shelton Centennial Lions Club	\$4,200.00
Source #2		\$
Total Other Funds		\$4,200.00
Total Project Funding		\$281,540.00

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that project funding from sources other than those provided by this Grant Agreement and identified above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, and has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this Grant Agreement, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project, and shall make such records available for COMMERCE's review upon reasonable request.

GRANTEE

TITLE

DATE

ATTACHMENT C- CERTIFICATION OF THE PAYMENT AND REPORTING OF PREVAILING WAGES

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that all contractors and subcontractors performing work on the Project shall comply with prevailing wage laws set forth in Chapter 39.12 RCW, as applicable to the Project funded by this Grant Agreement, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The GRANTEE shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE's review upon request.

If any state funds are used by the GRANTEE for the purpose of construction, applicable State Prevailing Wages must be paid.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

GRANTEE

TITLE

DATE

ATTACHMENT D - CERTIFICATION OF INTENT TO ENTER THE LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED) CERTIFICATION PROCESS

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that it will enter into the Leadership in Energy and Environmental Design certification process, as stipulated in RCW 39.35D, as applicable to the Project funded by this Grant Agreement. The GRANTEE shall, upon receipt of LEED certification by the United States Green Building Council, provide documentation of such certification to COMMERCE.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

EXEMPT: DO NOT SIGN

GRANTEE

TITLE

DATE



CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item G4)

Touch Date: 02/25/20
Brief Date: 03/17/20
Action Date: **03/17/20**

Department: **Public Works**
Presented By: **Jeff Niten**

APPROVED FOR COUNCIL PACKET:

Action Requested:

ROUTE TO:

REVIEWED:

PROGRAM/PROJECT TITLE:

EM&R Flatbed Truck & De-Icer POs

☐

Ordinance

☐ Dept. Head

☐ Finance Director

☐ Attorney

☒ City Clerk

☒ City Manager

ATTACHMENTS:

- PO2010
- PO2010 Quote
- PO2011
- PO2011 Quote

☐

Resolution

☒

Motion

☐

Other

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

A flatbed truck with plow and sander, and a de-icer unit were both authorized for purchase in the 2020 EM&R Department budget for a total of \$105,000. Utilizing the Washington State Procurement list, both the flatbed truck and the de-icer unit can be purchased for a price well below the amount budgeted. Additionally, State contract vehicles include items that would not be included in a typical retail purchase, such as two additional keys and delivery to the customer.

The current flatbed truck is a 1991 2-wheel drive Chevrolet and has well exceeded its useful life. A new, larger, flatbed truck will be 4-wheel drive, enable a plow/sander attachment, as well as be able to incorporate the de-icer tote and spreader bar onto the new platform; the current flatbed does not have either of these capabilities. Being able to utilize a plow, sander, and de-icer concurrently will provide an increased level of service during snow and ice storms. During the off-season, this truck will still be an asset for hauling steel plates, catch basins, and other large items.

City policy requires Council approval for vendor purchases over \$15,000.

ANALYSIS/OPTIONS/ALTERNATIVES:

N/A

BUDGET/FISCAL INFORMATION:

Quoted purchase prices, including sales tax:

Ford Flatbed Truck with plow and sander: \$83,965.56

De-Icer Unit for Ford Flatbed: \$5,957.88

Total purchase: \$89,923.44

Amount approved in 2020 Budget: \$105,000

PUBLIC INFORMATION REQUIREMENTS:

Information can be obtained through the Public Works Department.

STAFF RECOMMENDATION/MOTION:

Staff recommends: *"I move to approve the purchase of a flatbed truck and de-icer unit by authorizing the Mayor to sign purchase order numbers PO2010 and PO2011"*.



PURCHASE ORDER

VENDOR NAME & ADDRESS:			SHIP TO NAME & ADDRESS:		
Columbia Ford 700 7th Avenue Longview, WA 98632			City of Shelton 1000 West Pine Street Shelton, WA 98584		
P.O. #	P.O. DATE	REQUISITIONER	SHIP VIA	F.O.B. POINT	TERMS
PO2010	2-21-20	Mike Albaugh			
QTY	UNIT	DESCRIPTION	BARS #	UNIT PRICE	TOTAL
1		EM&R Ford Flatbed Truck	503-300-000-59448-6400	77,459.00	77,459.00
					0.00
					0.00
					0.00
					0.00
PURCHASE JUSTIFICATION				SHIPPING	
Approved EM&R 2020 budget request for an F-550 Ford flatbed truck with plow and sander. State Contract #05916				SUBTOTAL	77,459.00
				Tax (8.4%)	6,506.56
APPROVING MANAGER				TOTAL	83,965.56

Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
Please notify the Department Contact immediately if you are unable to ship as specified.

Please send a copy of your invoice attention of:

City of Shelton
Public Works Department
525 W. Cota Street
Shelton, WA 98584

Mike Albaugh

From: NOREPLY@des.wa.gov
Sent: Wednesday, February 19, 2020 11:09 AM
To: Mike Albaugh
Cc: Steve.Hatfield@des.wa.gov
Subject: Vehicle Quote - 2020-2-467 - SHELTON, CITY OF - 22301

Vehicle Quote Number: 2020-2-467 [Create Purchase Request](#) [View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 05916

Dealer: Columbia Ford (W403)
700 7th Avenue
Longview WA 98632

Dealer Contact: Marie Tellinghiusen
Dealer Phone: (360) 423-4321 Ext: 187
Dealer Email: orders@colford.com

Organization Information

Organization: SHELTON, CITY OF - 22301
Email: mike.albaugh@sheltonwa.gov
Quote Notes:
Vehicle Location: SHELTON

Color Options & Qty

Oxford White (Z1) - 1

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2020-0914-0001	2020 Ford F550 4WD Cab and Chassis	1	\$37,018.00	\$37,018.00
2020-0914-0012	Alternative Wheelbase, Regular Cab, 193WB, 108CA, 18,000# GVWR)(F5H/193WB)	1	\$319.00	\$319.00
2020-0914-0050	Trailer Brake Controller (verified to be compatible with electronic actuated drum brakes only, includes Smart Trailer Tow Connector) (N/A with Trailer Brake Wiring Kit #531)(52B)	1	\$259.00	\$259.00
2020-0914-0051	Trailer Brake Wiring Kit (N/A with Trailer Brake Controller #52B)(531)	1	\$43.00	\$43.00
2020-0914-0056	Snow Plow Prep Package (if ordered w/ 7.3L V8 Gas Engine, includes 397-MP Dual Alternators #67B and Dual Batteries #86M) (Not compatible w/ other front suspension packages #67H, 67X or 67P) (473)	1	\$549.00	\$549.00
2020-0914-0060	Cab Steps, Regular Cab (6in Angular Black Running Boards)(18B)	1	\$307.00	\$307.00
2020-0914-0065	Backup Alarm (76C)	1	\$134.00	\$134.00
2020-0914-0067	Power Equipment Group (Regular/Extended Cabs) [Includes manual-folding, manually-telescoping trailer tow mirrors with power heated glass and integrated clearance lamps/turn signals, power windows, power door locks, remote keyless entry) (Includes (4) RKE Fobs w/ Integrated Key) (deletes passenger door lock cylinder) (90L/54K)	1	\$1,190.00	\$1,190.00
2020-0914-0070	NEW - XL Decor Group (chrome front bumper and bright grille) (17F/63G)	1	\$211.00	\$211.00
2020-0914-0206	Floor Mats, HD Rubber Molded, Front (Weather Tech)(DLR)	1	\$120.00	\$120.00

2020-0914-0215 Spotlight, LED 6in Clear Lens, Pillar Mounted, Driver Side (Unity) (DLR)	1	\$560.00	\$560.00
2020-0914-2083 PMI Option - Vertical Tool Holder, (6) storage pockets: Installed in customer specified location (With Body Order Only) (PM2083)	1	\$529.00	\$529.00
2020-0914-2103 Lighting - (1EA) Whelen Model: CV8AAAA, 50in Amber LED Lightbar (includes mount) (With body order only) (PM2103)	1	\$1,830.00	\$1,830.00
2020-0914-2105 Lighting - (1 pair) Whelen ION surface mount - Installed in front grill (With body order only) (PM2105)	1	\$711.00	\$711.00
2020-0914-2106 Lighting - (1 pair) Whelen ION surface mount - Installed on rear of body (With body order only) (PM2106)	1	\$711.00	\$711.00
2020-0914-2107 Lighting - (1 pair) ECCO 6 diode LED work light (includes mount) (to integrate mount on headboard or cab guard, ALSO requires PM2114)) (With body order only) (PM2107)	1	\$575.00	\$575.00
2020-0914-2114 Lighting - Upgrade (1 pair) Work Light mount to Integrated In Headboard Or Cab Guard (Must Order Lights Separately) (PM2114)	1	\$347.00	\$347.00
2020-0914-2212 PMI Option - (4) D-Rings (Flush Mount In Floor) 2000lb, Installed In 4 Corners of Cargo Area (With Body Order Only) (PM2212)	1	\$468.00	\$468.00
2020-0914-2354 SCELZI 14-Foot Flatbed (WFB-8/14) (108inCA, DRW): Extruded Aluminum Deck, heavy duty welded headboard, SS bezels, full-width ICC, rope hooks all cross members, painted black, LED clearance lights, OEM tail lights. Installation of customer supplied OEM backup camera included (F450/F550) (PM2354)	1	\$7,537.00	\$7,537.00
2020-0914-2370 Stake Side: 42in tall Aluminum Slat (4 rows of 6in) with Stainless Stakes (Includes SS uprights, slats and gate latches) (Must also order 14-Foot Flatbed WFB-8/14 DRW) (F450/F550) (PM2370)	1	\$3,209.00	\$3,209.00
2020-0914-2376 Flatbed Option: LED tail light package ((Only available with flatbeds and dump bodies) (PM2376)	1	\$212.00	\$212.00
2020-0914-2380 Flatbed Option - Add 6in tall lumber stops (PM2380)	1	\$125.00	\$125.00
2020-0914-2431 Trailer Hitches - Class V Receiver (1800lb Tongue, 18000lb Tow) (Insert Not Included) (With Body Order Only) (PM2431)	1	\$838.00	\$838.00
2020-0914-2435 Trailer Hitches - Trailer Plug 7-Pin Round (With Body Order Only) (PM2435)	1	\$92.00	\$92.00
2020-0914-2436 Trailer Hitches - Trailer Plug 7-Pin Flat (With Body Order Only) (PM2436)	1	\$92.00	\$92.00
2020-0914-2439 Trailer Hitches - 2in Pintle Combo Insert (With Body Order Only)(PM2439)	1	\$218.00	\$218.00
2020-0914-2462 Snow Plow - SNOWDOGG EX90 SNOW PLOW, Installed (With body order Only) (Must also order Ford Snow Plow Prep Package #473) (PM2462)	1	\$9,115.00	\$9,115.00
2020-0914-2484 SPREADER: Buyers PRO2500 12V driven POLY spreader with 2.5yd capacity. Black poly hopper, 2.5in stainless augur and trough. Includes vibrator, tie down kit and top screen. Installed (With flatbed/stake body or dump body order only) (PM2484)	1	\$8,006.00	\$8,006.00
2020-0914-2523 Toolboxes - Wickum Aluminum (48X18X18) Toolbox, quantity (2), with drop-down door (PN: 2503-181848), installed under deck, forward (Must also order flatbed or dump body) (Requires 84in CA or longer) (PM2523)	1	\$2,134.00	\$2,134.00

Quote Totals

Total Vehicles: 1

Sub Total: \$77,459.00

8.4 % Sales Tax: \$6,506.56

Quote Total: \$83,965.56



PURCHASE ORDER

VENDOR NAME & ADDRESS:			SHIP TO NAME & ADDRESS:		
AG Enterprise Supply, Inc. 17005 W SR 904 Cheney, WA 99004			City of Shelton 1000 West Pine Street Shelton, WA 98584		
P.O. #	P.O. DATE	REQUISTIONER	SHIP VIA	F.O.B. POINT	TERMS
PO2011	2-21-20	Mike Albaugh			
QTY	UNIT	DESCRIPTION	BARS #	UNIT PRICE	TOTAL
1		De-icer unit for Ford Flatbed	503-300-000-59448-6400	5,476.00	5,476.00
					0.00
					0.00
					0.00
					0.00
PURCHASE JUSTIFICATION				SHIPPING	
Approved EM&R Flatbed 2020 budget request for de-icer unit. This is an accessory for the Ford F-550 Flatbed Snow & Ice Removal Truck that was included in the budget price request. State Contract #02818.				SUBTOTAL	5,476.00
				Tax (8.8%)	481.88
APPROVING MANAGER				TOTAL	5,957.88

Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
 Please notify the Department Contact immediately if you are unable to ship as specified.

Please send a copy of your invoice attention of:

City of Shelton
 Public Works Department
 525 W. Cota Street
 Shelton, WA 98584

Ag Enterprise Supply, Inc.
17005 W SR 904
Cheney, WA 99004
800-782-7786



Quote

To: City of Shelton- Kalin	From: Ryan Kuster
Fax:	Pages: 1
Phone: (360) 432-5189	Date: 02/19/2020
Re: Deice sprayer quote	CC:

☐ **Urgent** ☒ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

Thank you for allowing Ag Enterprise to quote you a deice sprayer off of **Washington State Contract 02818.**

Item 6.	300 Gallon Skid Mounted Anti-Icing System	\$9,536
Item 52.	Single Lane Anti-Ice Spray Boom Assembly	\$350
Item 53.	3 Lane Anti-Ice Spray Boom Assembly (Deduct)	-\$750
Item 57.	Deduct Raven Flow Control Manifold/ Controller	-\$3,660

Total Cost (pre-tax, F.O.B. Shelton, WA) \$5,476

Unit includes:

AES Powder-coated fork liftable mild steel frame with angle iron bolt-down mounting tabs, 300 gallon Ace Rotomold elliptical tank/ cradle, Honda GX160 electric start engine with remote stop/start and Ace GE-660 centrifugal pump, Banjo manifold style plumbing package with 2" load/ offload valves and return agitation in tank, and receiver hitch mounted truck width spray bar with Raven boom valve and switch/ wiring to allow in-cab operation



CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item G5)

Touch Date: 03/05/20
Action Date: 03/17/20
**1st and Final Reading of
Resolution No. 1156-0320**

Department: **Public Works**
Presented By: **Jeff Niten**

APPROVED FOR COUNCIL PACKET:

Action Requested:

ROUTE TO:

REVIEWED:

☐ Dept. Head

☐ Finance Director

☐ Attorney

☒ City Clerk

☒ City Manager

PROGRAM/PROJECT TITLE:

Res. No. 1156-0320, Entering into an
ILA with Squaxin Island Tribe for
Planning and Design Efforts

ATTACHMENTS:

- Resolution No. 1156-0320
- ILA with Squaxin Island Tribe

☐

Ordinance

☒

Resolution

☒

Motion

☐

Other

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

In late 2018, City staff began discussions with the Squaxin Island Tribe on potential projects that could be completed, with the ultimate goal of restoring streamflows in the Goldsborough Creek watershed. Staff identified two needs that would assist in reaching the goal: replace our current 30,000 gallon reclaimed water holding tank at the City wastewater satellite plant with a 750,000 gallon reclaimed water holding tank, and redirect raw sewage produced in the north Shelton (Mt. View) area that is currently being conveyed to the main wastewater treatment plant located in southeast Shelton, to the satellite wastewater plant located in northwest Shelton.

In 2019, the Squaxin Island Tribe applied for, and was awarded, a Streamflow Restoration Interim Implementation Grant through the Department of Ecology. This grant will assist in funding several projects for the Tribe, two of which are mentioned above.

The Squaxin Island Tribe is willing to utilize its Department of Ecology grant funding to reimburse the City for grant-eligible planning and design expenses related to the two projects. This Interlocal Agreement with the Squaxin Island Tribe clearly defines the roles and tasks each entity will complete to ensure we reach our collaborative goal, and Resolution No. 1156-0320 will provide the Mayor authority to enter into the Interlocal Agreement with Squaxin Island Tribe.

ANALYSIS/OPTIONS/ALTERNATIVES:

N/A

BUDGET/FISCAL INFORMATION:

Planning and design efforts provided by the City will be reimbursed by the Squaxin Island Tribe, not to exceed the amounts identified and allocated in the ILA: \$96,000 for Task 1 and \$296,000 for Task 2.

PUBLIC INFORMATION REQUIREMENTS:

Information can be obtained through the Public Works Department.

STAFF RECOMMENDATION/MOTION:

Staff requests a first and final reading of Resolution No. 1156-0320 and: *"I move to accept the Interlocal Agreement with Squaxin Island Tribe for reimbursement of planning and design efforts and adopt Resolution No 1156-0320 by authorizing the Mayor to sign the Resolution and ILA as presented"*.

RESOLUTION NO. 1156-0320

A RESOLUTION OF THE CITY OF SHELTON, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE SQUAXIN ISLAND TRIBE FOR PLANNING AND DESIGN OF RECLAIMED WATER AND WASTEWATER CONVEYANCE FACILITIES

WHEREAS, the City of Shelton is a local government organized under Washington law, with all the rights and responsibilities pertaining thereto; and

WHEREAS, the Squaxin Island Tribe is a federally-recognized Indian tribe and a signatory party to the Treaty of Medicine Creek, with all the rights and responsibilities pertaining thereto; and

WHEREAS, Chapter 39.34 RCW provides for local governmental units, including cities and federally-recognized Tribes, to make the most efficient use of their powers by cooperating on the basis of mutual advantage; and

WHEREAS, the Squaxin Island Tribe has been awarded a grant through the Washington State Department of Ecology to fund the Goldsborough Creek Streamflow Restoration Project; and

WHEREAS, the City will be leading planning and design efforts for parts of the above mentioned project, which is expected to restore stream flows; and

WHEREAS, the Squaxin Island Tribe will be reimbursing the City for its Grant-eligible expenditures related to the above mentioned project; and

WHEREAS, the City is authorized to enter into an Interlocal Agreement pursuant to state law, and the Squaxin Island Tribe is authorized to enter into the Agreement pursuant to federal and Tribal laws.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Shelton, Washington, as follows:

Section 1. The Mayor is authorized to execute the attached Interlocal Agreement with the Squaxin Island Tribe for Planning and Design of Reclaimed Water and Wastewater Conveyance Facilities.

INTRODUCED AND PASSED by the City Council of the City of Shelton on this 17th day of March, 2020.

Mayor Dorcy

ATTEST:

City Clerk Nault

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SHELTON AND SQUAXIN
ISLAND TRIBE FOR PLANNING AND DESIGN OF RECLAIMED WATER AND
WASTEWATER CONVEYANCE FACILITIES**

WHEREAS, the City of Shelton (“City”) is a local government organized under Washington law, with all the rights and responsibilities pertaining thereto; and

WHEREAS, the Squaxin Island Tribe (“Tribe”) is a federally-recognized Indian tribe and a signatory party to the Treaty of Medicine Creek, with all the rights and responsibilities pertaining thereto; and

WHEREAS, Chap. 39.34 RCW provides for local governmental units, including cities and federally-recognized Tribes, to make the most efficient use of their powers by cooperating on the basis of mutual advantage; and

WHEREAS, the Squaxin Island Tribe has received a grant from the Washington State Department of Ecology (“Ecology”) to fund the Goldsborough Creek Streamflow Restoration Project (“Streamflow Restoration Project”) through Ecology’s funding agreement (Agreement No. WRSRP-2019-SqIsTr-00029), which is incorporated herein; and

WHEREAS, the Streamflow Restoration Project will include the planning and design of a new storage facility for reclaimed water, as well as the redirection of raw sewage produced in North Shelton neighborhoods from the City’s main wastewater treatment plant on Oakland Bay to the City’s Satellite Water Reclamation Plant (“WRP”) near the airport; and

WHEREAS, the City is willing to lead efforts to plan for and design the above referenced facilities and sewer re-routing; and

WHEREAS, the Tribe is willing to utilize its Ecology grant funding to reimburse the City for grant-eligible planning and design expenses; and

WHEREAS, the City is authorized to enter into this Agreement pursuant to state law, and the Tribe is authorized to enter into this Agreement pursuant to federal and Tribal laws, and applicable state law.

NOW, THEREFORE, the City and the Tribe (collectively referred to as “the Parties”) agree as follows:

Section 1. Tasks. The City’s planning and design efforts included in this Agreement shall comply with all applicable state and federal law and Ecology’s funding agreement and include the following tasks:

1. Task 1: In-ground storage tank for reclaimed water- Expenses for all subtasks listed under Task 1 sum up to \$96,000, which matches “Task 2” in Squaxin’s funding agreement with Ecology.

- A. *Purpose.* Complete planning, geotechnical evaluation and preliminary design of an in-ground storage tank for reclaimed water from the City of Shelton Satellite Water Reclamation Plant (“WRP”), with an estimated capacity of 750,000 gallons. The additional storage shall serve as a buffer to variability in use, backup for firefighting, and allow strategic timing of application of reclaimed water to the ground to benefit aquifers, streams and wetlands.
- B. *Subtask 1.1.* In furtherance of the purposes articulated in Section 1.A of this Agreement, the City shall ensure that its employees and agents, including hired consultants, carry out the following subtasks:
1. Review existing reports, designs, record drawings, and data on the existing reclaimed water storage tank, reclaimed water mains and distribution system, and Satellite WRP.
 2. Perform site visit to meet with operations and maintenance staff to review existing infrastructure and facilities, including the existing reclaimed water tank.
 3. Incorporate wastewater flow projections and reclaimed water demands for WRP from Facility Planning effort into analysis.
 4. Identify potential uses of reclaimed water and quality of water required. Determine treatment requirements and regulatory issues, including water rights issues affecting water reuse. Comment on the technical and economic feasibility of water reuse options. Prepare conceptual cost estimates of water reuse systems to support this analysis.
 5. Evaluate the potential for augmentation of Goldsborough Creek, through provision of reclaimed water to the Creek (through wetlands or ground) or to the Washington Corrections Center (reducing well water consumption by WCC and thus increasing groundwater available for the creek). Evaluate the possibility of treating and reusing additional flow from the Mountain View basins, if rerouted.
 6. Provide preliminary impairment analysis for Goldsborough Creek augmentation alternative.
 7. Attend phone conference or in-person meeting with WSDOC regarding opportunities for reuse.
 8. Document evaluation in draft 2020 Sewer Comprehensive Plan Update/Wastewater Facility Plan. Review draft evaluation in a meeting with the City and Tribe.
 9. Submit final 2020 Sewer Comprehensive Plan Update/Wastewater Facility Plan to Ecology.
- C. *Anticipated costs for sub-task 1.1.* The Parties anticipate the City will incur expenses up to \$35,000 for accomplishing the subtasks outlined in Section 1.1 above.
- D. *Sub-task 1.2, geotechnical evaluation.* In furtherance of the purposes articulated in Section 1.A of this Agreement, the City shall ensure that a geotechnical evaluation is performed at the preliminary site of the new reclaimed water tank. Field work shall include two test borings to

40-foot depth. The City shall ensure that recommendations are provided for foundation design of the new reclaimed water tank.

- E. *Anticipated costs for Sub-task 1.2.* The Parties anticipate the City will incur expenses up to \$15,000 for the geotechnical evaluation referenced in Section 1.D of this Agreement.
- F. *Sub-Task 1.3: Prepare Predesign Report.* In furtherance of the purposes articulated in Section 1.A of this Agreement, the City shall ensure that a draft Predesign Report is prepared, including the following components associated with the new reclaimed water tank:
1. Review existing and future reclaimed water demands, system configuration, pumping, and transmission requirements to determine the recommended size of the reservoir. Potential reclaimed water demands include increased groundwater recharge to benefit stream flows in Goldsborough Creek, Department of Corrections, State Patrol, Port of Shelton, Mason County Public Works, Shelton Hills Master Planned Development, and City Urban Growth Area. Evaluate tank diameter/height combinations to provide the desired storage volume for peak demands, while maintaining the required overflow and base elevations.
 2. Based on the reservoir size and elevation requirements, identify the optimum location to construct the new reclaimed water tank. The new location will take into consideration operation of the existing system during construction and allowance for staging of materials and equipment during construction of the new tank.
 3. Evaluate the various types of tank for the application to determine the optimum type based on the size and configuration. Potential reservoir types include Reinforced Concrete, Pre-Stressed Concrete, Welded Steel and Bolted Steel. Incorporate geotechnical recommendations for foundation design into the reservoir type evaluation. Evaluate alternatives for both capital costs and operation and maintenance costs to determine which type of reservoir provides the City with the lowest life cycle costs.
 4. Review reclaimed storage and pumping system hydraulics to determine the optimum piping configuration for existing and future system demands. Identify any existing system components as retained, abandoned or demolished.
 5. Based on available site information and recommended alternatives, prepare a conceptual site plan including location of the new reclaimed water tank, routing of reclaimed water mains and other utilities, and site access improvements.
 6. Prepare a detailed preliminary cost estimate for the recommended alternative.
 7. Identify permits that will be required for completion of construction of the recommended alternative.
 8. Review draft report in a meeting with the City and Tribe.
 9. Submit final report to Ecology.

- G. *Anticipated expenses for sub-task 1.3.* The Parties anticipate the City will incur expenses up to \$46,000 for preparation of the preliminary design report under sub-task 1.3.
2. Task 2: Redirection of sewer flows- Expenses for all subtasks listed under Task 2 sum up to \$296,000, which matches “Task 3” in Squaxin’s funding agreement with Ecology.
- A. *Purpose:* Complete planning and predesign for redirection of raw sewage produced in North Shelton neighborhoods, including Mountain View, new Shelton Hills, Goldsborough Heights and DARCI development areas from the City's main Fairmont wastewater treatment plant (on Oakland Bay) to the City's satellite reclaimed water plant near the airport. A significant portion of the City's wastewater in North Shelton is currently treated and routed directly to Oakland Bay. Currently, that flow predominantly comes from the Mountain View Basin; however, in the near future, additional North Shelton flow is expected to come from the new Shelton Hills, Goldsborough Heights and DARCI development areas. Redirecting that water (or other from growth in the North Shelton area) to the satellite reclaimed water plant would make it available for use as reclaimed water high up in the Goldsborough watershed as a benefit to aquifers and streams and wetlands. Preliminary estimates are that 500,000 gallons per day of wastewater is produced in the Mountain View area. Current and future wastewater flows will be further evaluated in the facility planning process.
- B. *Subtask 2.1. Wastewater treatment facility planning.* In furtherance of the purposes articulated in Section 2.A of this Agreement, the City shall ensure completion of planning services for the North Shelton wastewater diversion effort and update the corresponding portion of the 2020 Sewer Comprehensive Plan/Wastewater Facility Plan, including the following components of this planning effort:
1. Review existing reports, designs, record drawings, and data on the existing North Shelton sewer system.
 2. Perform site visit to meet with operations and maintenance staff to review existing North Shelton infrastructure and facilities.
 3. Use infiltration and inflow analysis, flow metering, and computerized hydraulic model constructed as part of 2020 Sewer Comprehensive Plan Update/Wastewater Facility to evaluate current and future wastewater flows in North Shelton.
 4. Develop estimates for projected North Shelton flows (including Mountain View Basin and new Shelton Hills, Goldsborough Heights and DARCI development areas), including peak hour, peak day, maximum month, annual average and loadings (BOD and TSS)
 5. Identify preferred location, and establish design criteria, for a lift station to convey diverted North Shelton wastewater to the WRP.
 6. Provide preliminary conceptual evaluation of alternatives for a force main to convey wastewater from North Shelton to the WRP, and select a recommended alternative.

7. Evaluate future feasible maximum capacity of the WRP and costs for upgrades to provide capacity.
 8. Develop capital and operating costs for the diversion of Mountain View Basin wastewater to the WRP.
 9. Determine the basins / subbasins to be re-directed based on the timing of development, the expanded capacity of the WRP and cost to provide that capacity, conveyance costs, environmental impacts, and other factors.
 10. Document evaluation in draft 2020 Sewer Comprehensive Plan Update/Wastewater Facility Plan. Review draft evaluation in a meeting with the Tribe.
 11. Submit final 2020 Sewer Comprehensive Plan Update/Wastewater Facility Plan to Ecology.
- C. *Anticipated expenses for subtask 2.1.* The Parties anticipate the City will incur expenses up to \$77,000 for planning efforts under sub-task 2.1.
- D. *Subtask 2.2. Preliminary Design Report and Design.* In furtherance of the purposes articulated in Section 2.A of this Agreement, the City shall ensure completion of a preliminary design Report and Design, including the following components of this design effort:
1. Complete a siting study for a new pump station to convey North Shelton wastewater to the WRP. Include preliminary geotechnical and archaeological evaluation of site.
 2. Provide detailed evaluation of alternatives for a force main to convey wastewater from North Shelton to the WRP, and select a final alternative.
 3. Provide preliminary wetland and archaeological evaluation of conveyance routes.
 4. Finalize design criteria (flows and head) for new pump station.
 5. Develop conceptual layout for pump station.
 6. Establish projected capital and operating costs for new pump station and force main.
 7. Prepare draft Predesign Report, incorporate findings from Subtasks 2.2.1 through 2.2.6.
 8. Complete field survey of pump station site and conveyance line route, estimated length of 2,000 lineal feet.
 9. Complete preliminary drawings for the pump station and conveyance line.
 10. Review draft report and preliminary drawings in a meeting with the Tribe.
 11. Submit final report to Ecology.

- E. *Anticipated expenses for subtask 2.2.* The Parties anticipate the City will incur expenses up to \$219,000 for planning efforts under sub-task 2.2.

Section 2. General provisions.

1. *Authority/responsibility over consultants.* The City shall have sole discretion to select and retain consultants as needed to carry out the terms of this Agreement. The City shall have responsibility for ensuring proper payment of consultants.
2. *Deliverables.* The City shall provide to the Tribe technical memos, reports, and design documents related to this Agreement upon completion by consultants.
3. *Termination.* This Agreement may be terminated by either Party without prejudice to any other remedy that the non-defaulting Party may have if the other Party defaults in performance of any provision of this Agreement. The non-defaulting Party shall give the defaulting Party ten (10) days' written notice of the non-defaulting Party's intention to terminate this Agreement, within which time the defaulting Party may cure the default condition to the satisfaction of the non-defaulting party. Should the defaulting Party be City, the Tribe shall ensure that the City receives reimbursement for all funding-eligible services satisfactorily provided up to the time of default.
4. *Records.*
 - a. The City shall maintain adequate financial records, in accordance with generally accepted accounting practices, such that it can clearly and easily identify all claimed costs and expenses and the relatedness of those costs and expenses to this Agreement.
 - b. All records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by the Tribe.
 - c. The City shall provide the Tribe with copies of any records upon the Tribe's reasonable request.
5. *Payments to the City.* After compensating consultants for funding-eligible tasks that are satisfactorily completed, the City shall submit billings and supporting documentation to the Tribe for reimbursement. The Tribe shall request payment from Ecology grant funds, no less frequently than on a quarterly basis, and reimburse the City for costs expended.
6. *Limit on Tribe's expenditures.* The Tribe shall be obligated to pay no more than \$392,000 for the services in this Agreement, unless otherwise agreed in writing by the Parties.
7. *Agreement Term.* This Agreement shall commence on the date when both Parties have executed the Agreement, and remain in effect through completion of the tasks outlined herein, provided that the Ecology grant received by the Tribe remains in effect.
8. *Dispute Resolution.* The Parties shall attempt in good faith to promptly resolve any dispute arising out of or relating to this Agreement by first attempting to resolve the disagreement by informal discussions between persons with direct responsibility for administering this

Agreement. If that is unsuccessful, then the Parties shall engage in negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. If these informal negotiations are unsuccessful, then either or both Parties may agree to proceed to mediation, or a Party may proceed to state court.

9. *Limited Waiver of Sovereign Immunity.*

The Tribe expressly retains all rights and benefits of sovereign immunity. Nothing in this Agreement shall be deemed as a waiver of sovereign immunity or as increasing the Tribe's liability beyond any statutory or other limitation of liability, except as expressly stated in this Section 9.

The Tribe hereby grants and provides a limited waiver of sovereign immunity to enforce the terms of this Agreement. This limited waiver of sovereign immunity shall apply in a state court of competent jurisdiction, after the Parties have complied with the Dispute Resolution provisions herein. This waiver does not extend to and is not for the benefit of any third party and shall not be enforceable by any third party or by any assignee of the parties; nor does it extend to any other type of action or to any other forum or regarding any other matter. No award for punitive damages of any kind may be made or enforced against the Tribe. The limited waiver of sovereign immunity shall only apply during the period of performance of this Agreement.

Any payment of a monetary judgment related to this Agreement, or any other defense and/or indemnity obligation related to this Agreement, shall be limited by and to the grant amount of \$392,000.

10. The City assumes full responsibility for acts, negligence or omissions of all its employees under this Agreement, for those of its subcontractors and their employees, and for those of all other persons doing work under contract with it. The City shall indemnify and hold harmless the Tribe, its subsidiaries, and the officers, agents and employees of each, from and against all claims, damages, losses, and expenses related to or arising from the City's services as set out in this Agreement. Such claims include, but are not limited to, claims for bodily injury, illness or death, property damage (including loss of use, or other damage) that are caused in whole or in part by the City's negligent act or omission, or that of the City's subcontractor(s), or that of anyone employed by them or for whose acts the City or its subcontractor(s) may be liable.

11. *Taxation.* The Tribe is exempt from state taxes for goods and services received in Indian Country as provided in WAC 458-20-192 including, but not limited to, state and local sales tax, certain excise taxes, and others. The City may be eligible for an exemption from state taxes for goods and services provided to the Tribe in Indian Country, as provided in WAC 458-20-192 including, but not limited to, state and local sales tax, Business & Occupation tax, and others. The City shall comply with WAC 458-20-192 to perfect applicable exemptions from state taxation, and pay any other applicable taxes.

12. *Agreement administrators.*

Erica Marbet, Water Resources Biologist, shall provide general administration of the Agreement as the Tribe's representative.

Jeff Niten, City Manager, shall provide general administration of the Agreement as the City's representative.

13. *Entire Agreement, Amendments.* This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, between the parties hereto with respect to the subject matter hereof.
14. *Severability.* If any part of this Contract is held unenforceable, the rest of the Contract will continue in effect.
15. *No separate entity.* This Agreement does not create a separate legal or administrative entity pursuant to RCW 39.34.030.
16. *Waiver.* If any Party fails to exercise any of its rights under this Agreement, it will not be precluded from subsequent exercise of that right. A failure to exercise any right will not constitute a waiver of any other rights under this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement in Shelton, Washington, on the dates herein indicated.

DATE: _____

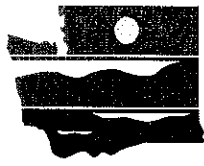
SQUAXIN ISLAND TRIBE

By: _____
Title: _____
Address: _____
Shelton, WA 98584
Telephone: (360) 427-9781
Facsimile: (360) 426-3971

DATE: _____

CITY OF SHELTON

By: _____
Title: _____
Address: _____
Shelton, WA 98584
Telephone: _____
Facsimile: _____



DEPARTMENT OF
ECOLOGY
State of Washington

Agreement No. WRSRP-2019-SqIsTr-00029

**WATER RESOURCES STREAMFLOW RESTORATION INTERIM IMPLEMENTATION GRANTS
AGREEMENT**

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

SQUAXIN ISLAND TRIBE

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and Squaxin Island Tribe, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Goldsborough Streamflow Restoration Project
Total Cost:	\$520,000.00
Total Eligible Cost:	\$520,000.00
Ecology Share:	\$520,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	01/01/2019
The Expiration Date of this Agreement is no later than:	12/31/2020
Project Type:	Streamflow Restoration Grants

Project Short Description:

This project aims to restore streamflows in the Goldsborough Creek watershed. This creek is within Water Resource Inventory Area (WRIA) 14, a priority basin under RCW 90.94. Goldsborough Creek is also designated habitat for Endangered Species Act (ESA)-listed winter steelhead.

This project will design and construct infrastructure projects that will decrease well pumping and redirect reclaimed water into the ground to benefit groundwater and ultimately surface water of the creek.

Project Long Description:

The current state of water use in the Goldsborough watershed is visualized in Figure 1 and Table 1 (in uploads). Potable water wells in the watershed are used by the City of Shelton, other Group A and B wells (including that of the Washington Corrections Center (WCC)), and hundreds of rural permit-exempt wells, domestic and other. Wastewater from the Shelton area is mainly processed by the City's Fairmont wastewater treatment plant and discharged directly to

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Oakland Bay (1.3 million gallons per day). Another 213,000 gallons per day mainly from WCC are processed at the City's satellite wastewater treatment plant near Hwy 101 and the airport (Sanderson Field). The satellite plant treats wastewater to reclaimed status and then transports and applies it to timber stands north of Dayton Airport Road. This is beneficial to North Fork Goldsborough Creek, but it does not offset the pumping deficit to North Fork Goldsborough that is created by WCC well pumping (deficit is 129,000 gallons per day). The project tasks will restore water back into Goldsborough Creek.

The project consists of five tasks:

1. Grant Administration.

2. Design a 750,000+ gallon in-ground storage tank for reclaimed water from the City of Shelton reclaimed water satellite wastewater treatment plant, located at 10891 State Route 101, Shelton, WA 98584.

The City of Shelton must have abundant reclaimed water storage in order to provide reclaimed water service to customers. The storage serves as a buffer to variability in use, backup for firefighting, and it allows strategic timing of application of reclaimed water to the ground to benefit aquifers and streams and wetlands.

3. Design redirection of raw sewage produced in the north Shelton neighborhood (Mountain View area) from the City's main Fairmont wastewater treatment plant (on Oakland Bay) to the City's satellite reclaimed water plant near the airport.

An average of 500,000 gallons per day of the City's wastewater in North Shelton is currently treated and routed directly to Oakland Bay. Redirecting that water to the satellite reclaimed water plant would make it available high up in the Goldsborough watershed as a benefit to aquifers and streams and wetlands.

4. Design and construction to extend a reclaimed water line from 2321 W. Dayton Airport Road approximately 1000 feet to the entrance to the Washington Corrections Center (WCC).

The City's reclaimed water pipes extend to just across the street from the WCC. Connecting WCC to reclaimed water would allow WCC to decrease pumping of its wells, thereby leaving the water in the aquifer to feed North Fork Goldsborough Creek (and ultimately mainstem Goldsborough Creek).

5. Groundwater model scenario testing of above tasks through a MODFLOW (USGS modular finite-difference flow model) to simulate the flow of groundwater through aquifers. From this numerical groundwater model we will be able to calculate benefits, reach by reach, in streamflow to Goldsborough Creek. It is likely a that North Fork Goldsborough Creek will see the greatest increase in cubic feet per second of streamflow, since it receives water from the same aquifer source as the WCC wells. This is also the same aquifer that would receive increased application of reclaimed water from the North Shelton neighborhood. However

Overall Goal:

The overall goal is to build infrastructure that restores water to the Goldsborough watershed by offsetting groundwater pumped by all wells. This groundwater will move through shallow aquifers and ultimately reach North Fork and Mainstem Goldsborough Creek.

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RECIPIENT INFORMATION

Organization Name: Squaxin Island Tribe

Federal Tax ID: 91-0922254

DUNS Number: 606460475

Mailing Address: 200 S.E. Billy Frank Jr Way
Shelton, WA 98584

Physical Address: 200 S.E. Billy Frank Jr Way
Shelton, Washington 98584

Organization Email: ssteltzner@squaxin.us

Organization Fax: (360) 426-3971

Contacts

Agreement No: WRSRP-2019-SqIsTr-00029
Project Title: Goldsborough Streamflow Restoration Project
Recipient Name: Squaxin Island Tribe

Project Manager	Erica Marbet Water Resources Biologist 200 SE Billy Frank Jr. Way Shelton, Washington 98584 Email: emarbet@squaxin.us Phone: (360) 432-3804
Billing Contact	Joanne Decicio 10 SE Squaxin Lane Shelton, Washington 98584 Email: jdecicio@squaxin.us Phone: (360) 432-3825
Authorized Signatory	Ray Peters 10 SE Squaxin Lane Shelton, Washington 98584 Email: rpeters@squaxin.us Phone: (360) 432-3909

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ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Resources
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Resources
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Angela Johnson PO Box 47775 Olympia, Washington 98504-7775 Email: ANJO461@ecy.wa.gov Phone: (360) 407-6668
Financial Manager	Alvin Josephy PO Box 47600 Olympia, Washington 98504-7600 Email: ajos461@ecy.wa.gov Phone: (360) 407-6456

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AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

Squaxin Island Tribe

By: Mary Verner 8/14/19

By: MARVIN Campbell 8/13/19

Mary Verner Date

~~Ray Peters~~ MARVIN Campbell Date

Water Resources

Program Manager

Template Approved to Form by
Attorney General's Office

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Recipient Name: Squaxin Island Tribe

SCOPE OF WORK

Task Number: 1 Task Cost: \$15,000.00

Task Title: Grant Administration/Management

Task Description:

A. The RECIPIENT will administer the project. Responsibilities will include, but not be limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation, progress reports and recipient closeout report (including photos); compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

B. The RECIPIENT must manage the project. Efforts will include: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; the DEPARTMENT; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT must carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed project that meets agreement and Ecology administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports and recipient closeout report.
- * Properly maintained project documentation

Recipient Task Coordinator: Erica Marbet

Grant Administration/Management

Deliverables

Number	Description	Due Date
1.1	Progress Reports	12/31/2020
1.2	Recipient Closeout Report	12/31/2020

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SCOPE OF WORK

Task Number: 2

Task Cost: \$96,000.00

Task Title: Reclaimed Water Storage

Task Description:

100% design a 750,000+ gallon in-ground storage tank for reclaimed water from the City of Shelton reclaimed water satellite wastewater treatment plant, located at 10891 State Route 101, Shelton, WA 98584

This design will be contracted to the City of Shelton. Tribe's contract manager and financial department will interact regularly with the City to ensure progress on financial reporting and deliverables.

Design will include:

The City will put out a request for qualifications from contractors/consultants and make a selection based on City of Shelton approved criteria.

The consultant will design options for location and construction of 750,000+ gallons of reclaimed water storage. This will include appropriate booster pump size and placement to convey reclaimed water into the City's water system.

Construction cost estimates will be included, however no construction will be performed.

Task Goal Statement:

The design of this task will allow for future construction of the reclaimed water storage tank, that will result in more reclaimed water production and application in the Goldsborough watershed, along with less well water being pumped by the City. The City could serve more customers if it could store more reclaimed water, as much as 750,000 gallons per day. The storage serves as a buffer to variability in use, backup for firefighting, and it allows strategic timing of application of reclaimed water to the ground so that it reaches aquifers. The benefit of this additional reclaimed water storage is that it gives the City the capacity to fully treat, store, pipe, and apply more reclaimed water with a purpose of getting more water back into the Goldsborough watershed at a timing that is most beneficial to the surface streams. Also additional stored water decreases the City's need to use potable well water to serve customers.

Task Expected Outcome:

Obtain 100% design of 750+ gallon in-ground storage tank for reclaimed water by task due date, meeting task goals.

Recipient Task Coordinator: Erica Marbet

Reclaimed Water Storage

Deliverables

Number	Description	Due Date
2.1	100% design of reclaimed water storage at satellite reclaimed water plant	12/31/2020

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SCOPE OF WORK

Task Number: 3 Task Cost: \$296,000.00

Task Title: North Shelton Sewage Redirect

Task Description:

100% design for ~900 linear feet of piping to redirect raw sewage produced in the north Shelton area (Mountain View area) from the City of Shelton's main wastewater treatment plant (on Oakland Bay) to the City's satellite reclaimed water plant. This design will be contracted to the City of Shelton. Tribe's contract manager and financial department will interact regularly with the City to ensure progress on financial reporting and deliverables.

The City will put out a request for qualifications from contractors/consultants and make a selection based on City of Shelton approved criteria.

The consultant will design options for placement of a sewage lift station.

The consultant will design options for the best available route for ~900 linear feet of an 18-inch sewer main that would run from West Birch Street to reclaimed water satellite plant.

Construction costs estimates will be included, however no construction will be performed.

Task Goal Statement:

This design will allow for future construction of the ~900 ft. sewage line. Future construction will lead to production of an additional 500,000 gallons per day (560 acre-feet/year (afy)) or 0.8 cubic feet/second (cfs)) of reclaimed water that may be used and applied in the area of North Fork Goldsborough Creek.

Using MODFLOW numerical groundwater modeling, we know that the current impact to Goldsborough Creek is about 520,000 gallons/day (580 afy, 0.8 cfs). The City's treated wastewater is currently discharged straight out to Oakland Bay. The redirection of North Shelton wastewater (500,000 gallons per day (560 afy) or 0.8 cfs)) to the reclaimed water plant means that groundwater would be treated to almost drinkable and then returned high in the watershed to benefit both groundwater and surface water of Goldsborough Creek. Furthermore, 500,000 gallons per day of treated wastewater would cease to flow into Oakland Bay. This would reduce nitrate output into Oakland Bay and potentially decrease the shellfish closure radius around the Fairmont treatment plant.

Task Expected Outcome:

Obtain 100% design for ~900 linear feet of piping and a lift station to redirect raw sewage from City of Shelton's main wastewater treatment plant to the City's satellite reclaimed water plant by task due date, meeting task goals.

Recipient Task Coordinator: Erica Marbet

North Shelton Sewage Redirect

Deliverables

Number	Description	Due Date
3.1	100% design documents with cost estimates for redirecting North Shelton sewage to the reclaimed water treatment plant	12/31/2020

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SCOPE OF WORK

Task Number: 4

Task Cost: \$96,000.00

Task Title: Washington Corrections Center Reclaimed Water Pipe

Task Description:

100% design and construction to extend ~1000 feet of reclaimed water pipe from 2321 W. Dayton Airport Road to the entrance to the Washington Corrections Center (WCC).

This design will be contracted to the Washington State Department of Corrections (DOC). Tribe's contract manager and financial department will interact regularly with DOC to ensure progress on financial reporting and deliverables.

Design will include:

DOC will put out a request for qualifications from contractors/consultants for design and make a selection based on DOC approved criteria. The consultant will design options and estimate costs for the best available route of a reclaimed water pipe (purple pipe).

The contractor will install a water meter near the rear entrance to the facility. This will allow the facilities maintenance department to connect the new reclaimed water line to the irrigation lines throughout the facility.

Task Goal Statement:

Our goal is to give WCC access to reclaimed water, so that WCC may use it for outdoor irrigation, and eventually laundry and prison plumbing.

WCC wells currently pump about 238,000 gallons per day (267 acre-feet/year (afy), 0.4 cubic feet/second (cfs)), and the pumping causes a 129,000 gallon per day (145 afy, 0.2 cfs) loss to North Fork Goldsborough Creek (calculated with a MODFLOW numerical groundwater model). About 213,000 gallons per day (239 afy, 0.3 cfs) of wastewater are piped to the City of Shelton's satellite reclaimed water treatment plant, indicating that the difference is about 25,000 gallons, which must be for WCC irrigation or losses through pipes. As a regional partner, the DOC is entitled to 120,000 gallons/day of the Class A reclaimed water from the satellite plant (134 afy, 0.2 cfs).

Our expected outcome of this purple pipe connection is that WCC will ultimately hook up its outdoor irrigation, laundry, and prison plumbing to reclaimed water. This will allow WCC to access 120,000 gallons/day of reclaimed water and to decrease pumping from the North Fork Goldsborough aquifer by the same amount.

Task Expected Outcome:

Obtain 100% design and construction for ~1000 feet of reclaimed water pipe from 2321 W. Dayton Airport Road to the entrance to the Washington Corrections Center by task due date, meeting task goals.

Recipient Task Coordinator: Erica Marbet

Washington Corrections Center Reclaimed Water Pipe

Deliverables

Number	Description	Due Date
4.1	100% Design Report	03/31/2020
4.2	Installation of ~1000 ft of reclaimed water line	12/31/2020

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SCOPE OF WORK

Task Number: 5 **Task Cost: \$17,000.00**

Task Title: Groundwater Modeling

Task Description:

Run Task 2,3, and 4 actions through Johns/Goldsborough MODFLOW numerical groundwater model testing on the cumulative changes associated with infrastructure changes. The Johns/Goldsborough model was created collaboratively by consultants for the Squaxin Island Tribe and Washington State Department of Ecology. The Tribe's consultant, Keta Waters, continues to maintain and improve the model, and Keta Waters will carry out the modeling exercise of Task 5.

Task Goal Statement:

Our goal is to generate numerical groundwater results, reach by reach in Goldsborough Creek, of the benefits of decreasing pumping and adding additional reclaimed water to the watershed. It is likely a that North Fork Goldsborough Creek will see the greatest increase in cubic feet per second of streamflow, since it receives water from the same aquifer source as the WCC wells. This is also the same aquifer that would receive increased application of reclaimed water from the North Shelton neighborhood. However, positive benefits should propagate downstream to lower reaches of Goldsborough Creek.

Task Expected Outcome:

Numerical groundwater results, reach by reach in Goldsborough Creek, of the benefits of decreasing pumping and adding additional reclaimed water to the watershed.

Recipient Task Coordinator: Erica Marbet

Groundwater Modeling

Deliverables

Number	Description	Due Date
5.1	Technical Report	12/31/2020

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BUDGET**Funding Distribution EG190490**

NOTE: The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.

Funding Title: Goldsborough Streamflow Restoration Project Funding Type: Grant
 Funding Effective Date: 01/01/2019 Funding Expiration Date: 12/31/2020
 Funding Source:

Title: Watershed Restoration and Enhancement Bond Account

Type: State

Funding Source %: 100%

Description: To fund projects using tax exempt bonds. Projects include acquiring senior water rights, water conservation, water reuse, stream gaging, groundwater monitoring, and developing natural and constructed infrastructure designed to provide access to new water supplies, with priority given to projects in watersheds developing specified plans and watersheds participating in the defined pilot project.

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

Goldsborough Streamflow Restoration Project	Task Total
Grant Administration/Management	\$ 15,000.00
Reclaimed Water Storage	\$ 96,000.00
North Shelton Sewage Redirect	\$ 296,000.00
Washington Corrections Center Reclaimed Water Pipe	\$ 96,000.00
Groundwater Modeling	\$ 17,000.00

Total: \$ 520,000.00

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Project Title: Goldsborough Streamflow Restoration Project

Recipient Name: Squaxin Island Tribe

Funding Distribution Summary**Recipient / Ecology Share**

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Goldsborough Streamflow Restoration Project	0.00 %	\$ 0.00	\$ 520,000.00	\$ 520,000.00
Total		\$ 0.00	\$ 520,000.00	\$ 520,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

LIMITED WAIVER OF SOVEREIGN IMMUNITY: The Squaxin Island Tribe, for the purposes of this grant agreement, grants Ecology a limited waiver of sovereign immunity. Such waiver is limited solely to equitable remedies and/or recovery of damages under this agreement up to the Tribe's total grant award during the term of this Agreement. Such waiver is only for administrative and/or Thurston County Superior Court proceedings, is only as to Ecology, and may not be assigned, or otherwise transferred to any third-party.

SPECIAL TERMS AND CONDITIONS**GENERAL FEDERAL CONDITIONS**

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY**EXCLUSION:**

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

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EXCLUSION” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsrs.gov <http://www.fsrs.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov>.

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GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 7-1-2019 VERSION

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
 - For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
 - Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.

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- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff and contractors working at the project site.
- Implement the IDP when cultural resources or human remains are found at the project site.
- c) If any archeological or historic resources are found while conducting work under this Agreement:
 - Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement:
 - Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of

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Washington which affect wages and job safety.

- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review. The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in

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accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

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RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through

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September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.

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d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder. RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and

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imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

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ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.