



Shelton City Council
Meeting Agenda
June 18, 2024 at 6:00 p.m.
Civic Center & Virtual Platform

A. Call to Order

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

B. Council Reports

C. Consent Agenda (Action)

1. Voucher number 110838 in the total amount of \$1,000.00
2. Vouchers numbered 110839 through 110874 and EFT payment numbers 396 through 409 in the total amount of \$107,933.17
3. Payroll warrants numbered 3984 through 3987 and 12631 through 12735. Warrants 110875 through 110894 in the amount of \$536,676.30
4. Resolution No. 1335-0524 MBR Headworks Upgrade/Expansion Grant Acceptance
5. Minutes:
 - Business Meeting of May 7, 2024
 - Special Meeting of May 14, 2024

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

The Council invites members of the public to provide comments on any City-related topic. To make comments in person, please sign in on the public comment sheet and keep an instruction card. If you would like to comment on an Action item, please write the agenda item number on the list. To comment virtually using Zoom, please use the "Raise Hand" feature to alert the City Clerk. If you have joined Zoom on your telephone, dial *9 to use the "Raise Hand" feature. 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.

E. Presentations

1. April Financial Status Report – Presented by Finance Director Mike Githens

F. Business Agenda (Study/No Action)

1. Resolution No. 1337-0624 Right! Systems Inc. Managed Service Agreement – Presented by Finance Director Mike Githens

G. Action Agenda (Action/Public Comment Taken)

No action items.

H. Administration Reports

1. City Manager Report

I. New Items for Discussion

J. Announcement of Next Meeting – July 2, 2024 at 6:00 p.m.

K. Adjourn

Special Note for Virtual Public Participation

The meeting can be viewed at: <https://www.youtube.com/user/cityofshelton>

The public can provide comments virtually by:

Email: donna.nault@sheltonwa.gov (before 5:00pm the day of the meeting)

Telephone: (360) 432-5103 (before 5:00pm the day of the meeting)

Join the Zoom meeting by clicking on the link posted on the City Council's webpage

Your comments will be relayed directly to the Council.



2024 Looking Ahead

(Items and dates are subject to change)

Tues. 6/25 6:00 p.m.	Study Session	Study Agenda <ul style="list-style-type: none"> FLOCK Demonstration 	Packet Items Due: 6/21 @ noon
Tues. 7/2 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"> Resolution No. 1336-0624 Acceptance of Commerce Funds for Cross-town Trail Design Resolution No. 1338-0624 Acceptance of WSDOT SWCC Grant for Cross-town Trail Design Resolution No. 1339-0624 Library Deck Project Action Agenda <ul style="list-style-type: none"> Resolution No. 1337-0624 Right! Systems Inc. Managed Service Agreement Administration Report <ul style="list-style-type: none"> 	Packet Items Due: 6/21 @ 5:00 p.m.
Tues. 7/9 6:00 p.m.	Study Session	Study Agenda <ul style="list-style-type: none"> Troy Nichols – Annual Report Advanced Meter Infrastructure (AMI) Project 	Packet Items Due: 7/5 @ noon
Tues. 7/16 6:00 p.m.	Regular Meeting	Consent Agenda <ul style="list-style-type: none"> Vouchers/Payroll Warrants/Meeting Minutes Resolution No. 1336-0624 Acceptance of Commerce Funds for Cross-town Trail Design Resolution No. 1338-0624 Acceptance of WSDOT SWCC Grant for Cross-town Trail Design Presentations <ul style="list-style-type: none"> Shelton-Mason County Chamber Q1 LTAC Report May Financial Status Report Business Agenda <ul style="list-style-type: none"> AMI Project Award Action Agenda <ul style="list-style-type: none"> Resolution No. 1339-0624 Library Deck Project Administration Report <ul style="list-style-type: none"> 	Packet Items Due: 7/5 @ 5:00 p.m.
Tues. 7/23 6:00 p.m.	Study Session	Study Agenda <ul style="list-style-type: none"> Shopping Cart Regulations 	Packet Items Due: 7/19 @ noon
Tues. 8/6 6:00 p.m.	Regular Meeting	Consent Agenda <ul style="list-style-type: none"> Vouchers/Payroll Warrants/Meeting Minutes 	Packet Items Due: 7/26 @ 5:00 p.m.

		Presentations <ul style="list-style-type: none"> • Business Agenda • Action Agenda <ul style="list-style-type: none"> • AMI Project Award • Administration Report • 	
Tues. 8/13 6:00 p.m.	Study Session	Study Agenda	Packet Items Due: 8/9 @ noon
Tues. 8/20 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"> • June Financial Status Report Business Agenda <ul style="list-style-type: none"> • Action Agenda <ul style="list-style-type: none"> • Administration Report <ul style="list-style-type: none"> • 	Packet Items Due: 8/9 @ 5:00 p.m.

Other – TBD

- Project and Funding Authorization for Wallace Kneeland/Shelton Springs Intersection Improvements
- Height Limit Ordinance
- Resolution No. 1305-1123 AMI Project Award
- Resolution No. 1316-0124 ILA with Mason County for Reimbursable Work, Supplies and Services
- International Property Maintenance Code

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 voucher number 110838 in the total amount of \$1,000.00 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 29th of May, 2024.


Finance Director

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 _____, 2024.

Mayor Eric Onisko

Deputy Mayor Sharon Schirman

Councilmember George Blush

Councilmember Tom Gilmore

Councilmember Miguel Gutierrez

Councilmember Lyndsey Sapp

Councilmember Melissa Stearns



Shelton, WA

Check Register

Packet: APPKT03143 - MAY 29, 2024 FORFEITED BAIL MUNI COURT AP PAYMENT

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-Main-APBNK-Main VEN02431	CITY OF SHELTON MUNICIPAL COUR	05/29/2024	Regular	0.00	1,000.00	110838

Bank Code APBNK-Main Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	1,000.00
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
Virtual Payments	0	0	0.00	0.00
	1	1	0.00	1,000.00



Virtual Payments	0	0	0.00	0.00
------------------	---	---	------	------

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	5/2024	<u>1,000.00</u>
			1,000.00



Shelton, WA

Check Register

Packet: APPKT03143 - MAY 29, 2024 FORFEITED BAIL MUNI COURT AP PAYMENT

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
VEN02431	CITY OF SHELTON MUNICIPAL COUR	05/29/2024	Regular	0.00	1,000.00	110838
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
FORFEITEDBAIL2	Invoice	05/29/2024	FORFEITEDBAIL2024/CASE#2A0257519	0.00	1,000.00	
657-000-000-58600-0010	Municipal Court Trust		FORFEITEDBAIL2024/CASE		1,000.00	

Bank Code APBNK-Main Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	1,000.00
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
Virtual Payments	0	0	0.00	0.00
	1	1	0.00	1,000.00

Virtual Payments 0 0 0.00 0.00

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	5/2024	1,000.00
			<hr/>
			1,000.00

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 number 110839 through number 110874 and EFT payment numbers 396 through 409 in the total amount of \$107,993.17 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 31st of May, 2024.


Finance Director

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 _____, 2024.

Mayor Eric Onisko

Deputy Mayor Sharon Schirman

Councilmember George Blush

Councilmember Tom Gilmore

Councilmember Miguel Gutierrez

Councilmember Lyndsey Sapp

Councilmember Melissa Stearns



Shelton, WA

Check Register

Packet: APPKT03147 - MAY 31, 2024 AP PAYMENTS

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-Main-APBNK-Main						
VEN02535	ALWAYS SAFE & LOCK INC	05/31/2024	EFT	0.00	13.18	396
008450	COMMUNITY ACTION COUNCIL	05/31/2024	EFT	0.00	30.00	397
009351	DELAGE LANDEN FINANCIAL SVCS	05/31/2024	EFT	0.00	703.96	398
VEN02319	DENALI WATER SOLUTIONS LLC	05/31/2024	EFT	0.00	12,175.86	399
023078	FASTENAL COMPANY	05/31/2024	EFT	0.00	567.00	400
023500	FERGUSON ENTERPRISES, INC.	05/31/2024	EFT	0.00	403.45	401
VEN02255	HARBOR SAW & SUPPLY INC	05/31/2024	EFT	0.00	49.04	402
VEN02494	HD SUPPLY, INC	05/31/2024	EFT	0.00	822.73	403
079581	KCDA PURCHASING COOPERATIVE	05/31/2024	EFT	0.00	55.42	404
VEN02489	MOTORS & CONTROLS CORP	05/31/2024	EFT	0.00	753.97	405
132235	MOUNTAIN MIST WATER	05/31/2024	EFT	0.00	13.75	406
142952	NORTH CENTRAL LABORATORIES	05/31/2024	EFT	0.00	510.82	407
151000	P. U. D. # 3	05/31/2024	EFT	0.00	12,205.42	408
189670	THE SHOPPER	05/31/2024	EFT	0.00	521.58	409
001039	AIRGAS, INC	05/31/2024	Regular	0.00	2,767.20	110839
VEN02559	ALASKA RUBBER GROUP INC	05/31/2024	Regular	0.00	9.78	110840
VEN02065	ANACONDA NETWORKS	05/31/2024	Regular	0.00	622.80	110841
VEN02338	BHC CONSULTANTS LLC	05/31/2024	Regular	0.00	8,502.44	110842
098000	BUILDERS FIRSTSOURCE	05/31/2024	Regular	0.00	217.23	110843
005910	CAPITAL INDUSTRIAL INC.	05/31/2024	Regular	0.00	409.72	110844
108679	CENTRAL MASON FIRE AND EMS	05/31/2024	Regular	0.00	400.00	110845
VEN01214	CINTAS CORPORATION	05/31/2024	Regular	0.00	188.71	110846
VEN01281	CITY OF SHELTON - UTILITY BILLS/PE	05/31/2024	Regular	0.00	13,796.32	110847
VEN02447	DAVIES LIFE & HEALTH INC.	05/31/2024	Regular	0.00	1,524.00	110848
009595	DEPT. OF LICENSING	05/31/2024	Regular	0.00	36.00	110849
010085	DYAN S. SMOLINSKY	05/31/2024	Regular	0.00	406.74	110850
023108	FCS GROUP	05/31/2024	Regular	0.00	1,988.75	110851
045150	HACH COMPANY	05/31/2024	Regular	0.00	403.62	110852
VEN02509	HOUSE BROTHERS CONST INC	05/31/2024	Regular	0.00	95.00	110853
903336	JAMES BELLEVILLE	05/31/2024	Regular	0.00	1,000.00	110854
070000	JIM'S AUTO REPAIR & TOWING	05/31/2024	Regular	0.00	386.02	110855
VEN01959	JUSTIN WHITLEY	05/31/2024	Regular	0.00	894.00	110856
082632	KRISTINA L. HOWARD	05/31/2024	Regular	0.00	764.92	110857
109200	MASON COUNTY HISTORICAL	05/31/2024	Regular	0.00	6,250.00	110858
114350	MASON GENERAL HOSPITAL	05/31/2024	Regular	0.00	49.00	110859
142300	NISQUALLY INDIAN TRIBE	05/31/2024	Regular	0.00	15,288.00	110860
VEN01958	NORTHWEST EVENT ORGANIZERS, II	05/31/2024	Regular	0.00	12,000.00	110861
VEN02312	ODP BUSINESS SOLUTIONS LLC	05/31/2024	Regular	0.00	1,058.80	110862
153500	PACIFIC LAMP & SUPPLY CO	05/31/2024	Regular	0.00	177.74	110863
VEN02562	PACIFIC MICROREM, INC.	05/31/2024	Regular	0.00	5,141.02	110864
174052	SAN DIEGO POLICE EQUIPMENT CO,	05/31/2024	Regular	0.00	2,666.37	110865
187000	SHELTON-MASON COUNTY JOURNA	05/31/2024	Regular	0.00	124.00	110866
VEN02177	SOUTH SOUND APPLIANCE	05/31/2024	Regular	0.00	870.39	110867
VEN01913	THE BATHROOM, LLC	05/31/2024	Regular	0.00	272.00	110868
201100	TITUS-WILL	05/31/2024	Regular	0.00	242.04	110869
201300	TOZIER BROS INC.	05/31/2024	Regular	0.00	216.67	110870
VEN02561	VERIZON COMMUNICATIONS INC	05/31/2024	Regular	0.00	65.00	110871
VEN02544	VESTIS GROUP INC	05/31/2024	Regular	0.00	186.60	110872
053987	WESTBAY NAPA AUTO PARTS	05/31/2024	Regular	0.00	118.35	110873

Check Register

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
VEN02139	ZEPPELIN SHIPPING & TECHNOLOGY	05/31/2024	Regular	0.00	27.76	110874

Bank Code APBNK-Main Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	65	36	0.00	79,166.99
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	29	14	0.00	28,826.18
Virtual Payments	0	0	0.00	0.00
	94	50	0.00	107,993.17

Virtual Payments 0 0 0.00 0.00

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	5/2024	107,993.17
			<u>107,993.17</u>



Shelton, WA

Check Register

Packet: APPKT03147 - MAY 31, 2024 AP PAYMENTS

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-Main-APBNK-Main						
VENO2535	ALWAYS SAFE & LOCK INC	05/31/2024	EFT	0.00	13.18	396
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
320448	Invoice	05/22/2024	CUST#7260- DUPLICATE KEYS	0.00	13.18	
001-140-000-55430-3100	CD AN CTRL - Office and		CUST#7260- DUPLICATE KE		13.18	
008450	COMMUNITY ACTION COUNCIL	05/31/2024	EFT	0.00	30.00	397
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
240331	Invoice	05/29/2024	MARCH 2024 APPLICATIONS	0.00	30.00	
001-111-000-51421-4100	FIN UB - Professional Serv		MARCH 2024 APPLICATIO		30.00	
009351	DELAGE LANDEN FINANCIAL SVCS	05/31/2024	EFT	0.00	703.96	398
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
82664686	Invoice	05/25/2024	CONTRACT#500-50265514	0.00	162.12	
402-700-000-59135-7001	SEW DEBT - Long Term Le		CONTRACT#500-50265514		162.12	
82671278	Invoice	05/25/2024	CONTRACT#500-50492834	0.00	270.92	
001-111-000-59114-7001	FIN - Long Term Lease		CONTRACT#500-50492834		162.55	
001-130-000-59117-7001	HR - Long Term Lease		CONTRACT#500-50492834		108.37	
82671289	Invoice	05/25/2024	CONTRACT#500-50499916	0.00	270.92	
001-115-000-59148-7001	PW ADM - Long Term Lea		CONTRACT#500-50499916		127.33	
001-120-000-59113-7001	C MGR - Long Term Lease		CONTRACT#500-50499916		13.55	
001-140-000-59158-7001	CD - Long Term Lease		CONTRACT#500-50499916		130.04	
VENO2319	DENALI WATER SOLUTIONS LLC	05/31/2024	EFT	0.00	12,175.86	399
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
INV808373	Invoice	05/17/2024	CUST#599121378- TRANSPORTATION	0.00	12,175.86	
402-400-000-53580-4100	SEW SV MN - Professional		CUST#599121378- TRANSP		12,175.86	
023078	FASTENAL COMPANY	05/31/2024	EFT	0.00	567.00	400
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
WATUM224223	Invoice	05/13/2024	CUST#WATUM1039-COUPLING NUTS ZIN	0.00	27.26	
402-400-000-53580-3100	SEW SV MN - Office and		CUST#WATUM1039-COUP		27.26	
WATUM224514	Invoice	05/22/2024	CUST#WATUM1962- MISC SUPPLIES	0.00	539.74	
402-400-000-53580-3100	SEW SV MN - Office and		CUST#WATUM1962- MISC		539.74	
023500	FERGUSON ENTERPRISES, INC.	05/31/2024	EFT	0.00	403.45	401
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
2636506	Invoice	05/20/2024	CUST#146629- WELD PIPE	0.00	403.45	
402-400-000-53580-3100	SEW SV MN - Office and		CUST#146629- WELD PIPE		403.45	
VENO2255	HARBOR SAW & SUPPLY INC	05/31/2024	EFT	0.00	49.04	402
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
799038	Invoice	05/21/2024	CUST#21758- LAP BELT FOR BACKPACK BL	0.00	49.04	
101-000-000-54230-3100	ST RD WAY - Office and O		CUST#21758- LAP BELT FO		49.04	
VENO2494	HD SUPPLY, INC	05/31/2024	EFT	0.00	822.73	403

Check Register

Packet: APPKT03147-MAY 31, 2024 AP PAYMENTS

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		
079581	KCDA PURCHASING COOPERATIVE	05/31/2024	EFT	0.00	55.42	404
<u>INV00360198</u>	Invoice	05/08/2024	CUST#925099-PRY BAR/CURBBOXKEY/SLE	0.00	331.51	
<u>401-000-000-53480-3100</u>	WAT - Office and Operati		CUST#925099-PRY BAR/CU		331.51	
<u>INV00364113</u>	Invoice	05/13/2024	CUST# 925009-CHLOR.SWIFTEST DISPE,RE	0.00	491.22	
<u>401-000-000-53480-3100</u>	WAT - Office and Operati		CUST# 925009-CHLOR.SWI		491.22	
300785027	Invoice	05/13/2024	CUST#101367- MISC SUPPLIES	0.00	55.42	
<u>001-115-000-51895-3100</u>	PW ADM - Office and Ope		CUST#101367- MISC SUPP		12.19	
<u>001-115-000-51896-3100</u>	PW ENG - Office and Ope		CUST#101367- MISC SUPP		11.64	
<u>001-140-000-55860-3100</u>	CD PLAN - Office and Ope		CUST#101367- MISC SUPP		18.84	
<u>001-141-000-57120-3100</u>	REC - Office and Operatin		CUST#101367- MISC SUPP		2.22	
<u>001-142-000-51830-3100</u>	FACIL - Office and Operati		CUST#101367- MISC SUPP		8.31	
<u>001-143-000-57550-3100</u>	COM CTR - Office and Op		CUST#101367- MISC SUPP		2.22	
VENO2489	MOTORS & CONTROLS CORP	05/31/2024	EFT	0.00	753.97	405
<u>108425</u>	Invoice	05/16/2024	CUST#0002906-12V LED BULB/LED 120V L	0.00	753.97	
<u>402-400-000-53580-3100</u>	SEW SV MN - Office and		CUST#0002906-12V LED B		753.97	
132235	MOUNTAIN MIST WATER	05/31/2024	EFT	0.00	13.75	406
<u>006006964</u>	Invoice	05/17/2024	ACCT#088436 MUNI COURT	0.00	13.75	
<u>001-112-000-51251-3100</u>	MUNI CT - Office and Ope		ACCT#088436 MUNI COUR		13.75	
142952	NORTH CENTRAL LABORATORIES	05/31/2024	EFT	0.00	510.82	407
<u>503933</u>	Invoice	05/16/2024	ACCT#42215- SUPPLIES	0.00	510.82	
<u>402-400-000-53580-3100</u>	SEW SV MN - Office and		ACCT#42215- SUPPLIES		510.82	
151000	P. U. D. # 3	05/31/2024	EFT	0.00	12,205.42	408
<u>101002MAY2024</u>	Invoice	05/21/2024	101002MAY2024	0.00	94.17	
<u>101-000-000-54264-4700</u>	ST TR CTL - Utility Service		101002MAY2024		94.17	
<u>101097001MAY2</u>	Invoice	05/20/2024	101097001MAY2024	0.00	93.07	
<u>101-000-000-54264-4700</u>	ST TR CTL - Utility Service		101097001MAY2024		93.07	
<u>101149001MAY2</u>	Invoice	05/21/2024	101149001MAY2024	0.00	63.07	
<u>401-000-000-53480-4700</u>	WAT - Utility Services		101149001MAY2024		63.07	
<u>101155001MAY2</u>	Invoice	05/20/2024	101155001MAY2024	0.00	5,918.75	
<u>401-000-000-53480-4700</u>	WAT - Utility Services		101155001MAY2024		5,918.75	
<u>109397001MAY2</u>	Invoice	05/20/2024	109397001MAY2024	0.00	97.67	
<u>101-000-000-54264-4700</u>	ST TR CTL - Utility Service		109397001MAY2024		97.67	
<u>109413001MAY2</u>	Invoice	05/20/2024	109413001MAY2024	0.00	69.50	
<u>101-000-000-54264-4700</u>	ST TR CTL - Utility Service		109413001MAY2024		69.50	
<u>109441001MAY2</u>	Invoice	05/23/2024	109441001MAY2024	0.00	78.68	
<u>101-000-000-54264-4700</u>	ST TR CTL - Utility Service		109441001MAY2024		78.68	
<u>252689001MAY2</u>	Invoice	05/21/2024	252689001MAY2024	0.00	5,447.28	
<u>402-640-000-53580-4700</u>	SEW SV SAT - Utility Servi		252689001MAY2024		5,447.28	
<u>25911001MAY20</u>	Invoice	05/20/2024	25911001MAY2024	0.00	152.75	
<u>401-000-000-53480-4700</u>	WAT - Utility Services		25911001MAY2024		152.75	

Check Register

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<u>25913001MAY20</u>	Invoice	05/20/2024	25913001MAY2024	0.00	101.11	
<u>401-000-000-53480-4700</u>	WAT - Utility Services		25913001MAY2024		101.11	
<u>26197001MAY20</u>	Invoice	05/20/2024	26197001MAY2024	0.00	89.37	
<u>101-000-000-54264-4700</u>	ST TR CTL - Utility Service		26197001MAY2024		89.37	
189670	THE SHOPPER	05/31/2024	EFT	0.00	521.58	409
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>60656</u>	Invoice	03/28/2024	AMI WATER METER MAILER INSERTS	0.00	399.18	
<u>411-000-000-59434-3100</u>	WAT CAP - Exp-Supplies	21-AMR	AMI WATER METER MAILE		199.59	
<u>412-000-000-59435-3100</u>	SEW CAP - Oper Parts & S	21-AMR	AMI WATER METER MAILE		199.59	
<u>61332</u>	Invoice	05/21/2024	DOG PARK SIGNS	0.00	122.40	
<u>001-141-000-57680-3100</u>	PARKS - Office and Opera		DOG PARK SIGNS		122.40	
001039	AIRGAS, INC	05/31/2024	Regular	0.00	2,767.20	110839
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>9149921467</u>	Invoice	05/15/2024	ACCT#2346039- GLOVES, WELDING HELM	0.00	199.01	
<u>402-400-000-53580-3100</u>	SEW SV MN - Office and		ACCT#2346039- GLOVES,		199.01	
<u>9149921468</u>	Invoice	05/15/2024	ACCT#2346039-WELDER, GEAR RUN CYLI	0.00	2,568.19	
<u>402-400-000-53580-3500</u>	SEW SV MN - Small Tools/		ACCT#2346039-WELDER,		2,568.19	
VEN02559	ALASKA RUBBER GROUP INC	05/31/2024	Regular	0.00	9.78	110840
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>T065513</u>	Invoice	05/14/2024	CUST#004232T-CAMLOCK GASKET	0.00	9.78	
<u>402-300-000-53580-3100</u>	SEW CL MN - Office and		CUST#004232T-CAMLOCK		9.78	
VEN02065	ANACONDA NETWORKS	05/31/2024	Regular	0.00	622.80	110841
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>8367</u>	Invoice	05/17/2024	ANTENNA,POWER CABLE/NEW POLICE	0.00	622.80	
<u>302-000-000-59421-6000</u>	CAP IMP - Police Capital P	24-NEWEQUIP-POLICE	ANTENNA,POWER CABLE/		622.80	
VEN02338	BHC CONSULTANTS LLC	05/31/2024	Regular	0.00	8,502.44	110842
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>20360</u>	Invoice	05/15/2024	RESERVOIR ROOF VENT RETROFIT DESIGN	0.00	713.75	
<u>401-000-000-53480-4100</u>	WAT - Professional Servic		RESERVOIR ROOF VENT RE		713.75	
<u>20407</u>	Invoice	05/15/2024	WATER RESERVOIR STORAGE OPTION STU	0.00	7,788.69	
<u>401-000-000-53480-4100</u>	WAT - Professional Servic		WATER RESERVOIR STORA		7,788.69	
098000	BUILDERS FIRSOSOURCE	05/31/2024	Regular	0.00	217.23	110843
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>71991049</u>	Credit Memo	05/17/2024	ACCT#671668 ORIG INV#89036682	0.00	-127.08	
<u>401-000-000-53480-4801</u>	WAT - Repairs and Mainte		ACCT#671668 ORIG INV#8		-127.08	
<u>89059903</u>	Invoice	05/20/2024	ACCT#671668- EPOXY ADHESIVE	0.00	39.81	
<u>101-000-000-54230-3100</u>	ST RD WAY - Office and O		ACCT#671668- EPOXY ADH		39.81	
<u>89063473</u>	Invoice	05/20/2024	ACCT#671668- 50FT POULTRY NETTING	0.00	104.43	
<u>402-640-000-53580-3100</u>	SEW SV SAT - Office and		ACCT#671668- 50FT POUL		104.43	
<u>89071804</u>	Invoice	05/21/2024	ACCT#671668- MAINTENANCE SUPPLIES	0.00	140.26	
<u>001-142-000-51890-3115</u>	FACIL CIVIC - Office and O		ACCT#671668- MAINTENA		140.26	
<u>89075449</u>	Invoice	05/22/2024	ACCT#671668- MISC SUPPLIES	0.00	41.47	
<u>402-400-000-53580-3100</u>	SEW SV MN - Office and		ACCT#671668- MISC SUPP		41.47	
<u>89076169</u>	Invoice	05/22/2024	ACCT#671668- FINISH NAILS	0.00	4.99	
<u>401-000-000-53480-3100</u>	WAT - Office and Operati		ACCT#671668- FINISH NAI		4.99	

Check Register

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
89081378	Invoice	05/23/2024	ACCT#671668- CONCRETE MIX	0.00	13.35	
<u>001-140-000-55430-3100</u>		CD AN CTRL - Office and	ACCT#671668- CONCRETE		13.35	
005910	CAPITAL INDUSTRIAL INC.	05/31/2024	Regular	0.00	409.72	110844
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
57274	Invoice	03/07/2023	CUS-0178- COUPLING,COUPLING INSERT	0.00	13.24	
<u>402-400-000-53580-3100</u>		SEW SV MN - Office and	CUS-0178- COUPLING,COU		13.24	
57363	Invoice	03/09/2023	CUS-0178 COUPLING INSERT	0.00	13.24	
<u>402-400-000-53580-3100</u>		SEW SV MN - Office and	CUS-0178 COUPLING INSE		13.24	
65146	Invoice	12/21/2023	CUST#CUS-0178 FUEL TRANSFER METER	0.00	383.24	
<u>503-000-000-54865-3100</u>		EMR - Office and Operati	CUST#CUS-0178 FUEL TRA		383.24	
108679	CENTRAL MASON FIRE AND EMS	05/31/2024	Regular	0.00	400.00	110845
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
1262	Invoice	05/20/2024	CUST#85 CPR/FIRST AID TRAINING	0.00	400.00	
<u>001-131-000-51900-4907</u>		RISK MG - Misc Training	CUST#85 CPR/FIRST AID TR		400.00	
VEN01214	CINTAS CORPORATION	05/31/2024	Regular	0.00	188.71	110846
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
5212749582	Invoice	05/22/2024	CUST#10690213-FIRST AID	0.00	188.71	
<u>001-118-000-52122-3100</u>		PD PAT - Office and Opera	CUST#10690213-FIRST AID		188.71	
VEN01281	CITY OF SHELTON - UTILITY BILLS/PE	05/31/2024	Regular	0.00	13,796.32	110847

Check Register

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>MAY 2024/CITY B</u>	Invoice	05/22/2024	MAY 2024/CITY BILL	0.00	13,796.32	
<u>001-119-000-52250-4700</u>	FIRE FACIL - Utility Service		MAY 2024/CITY BILL		84.94	
<u>001-140-000-55430-4700</u>	CD AN CTRL - Utility Servi		MAY 2024/CITY BILL		413.62	
<u>001-141-000-57680-4700</u>	PARKS - Utility Services		MAY 2024/CITY BILL		90.56	
<u>001-141-000-57680-4700</u>	PARKS - Utility Services		MAY 2024/CITY BILL		419.08	
<u>001-141-000-57680-4700</u>	PARKS - Utility Services		MAY 2024/CITY BILL		372.39	
<u>001-141-000-57680-4700</u>	PARKS - Utility Services		MAY 2024/CITY BILL		93.23	
<u>001-141-000-57680-4700</u>	PARKS - Utility Services		MAY 2024/CITY BILL		85.00	
<u>001-141-000-57680-4700</u>	PARKS - Utility Services		MAY 2024/CITY BILL		13.32	
<u>001-141-000-57680-4700</u>	PARKS - Utility Services		MAY 2024/CITY BILL		118.89	
<u>001-141-000-57680-4700</u>	PARKS - Utility Services		MAY 2024/CITY BILL		415.81	
<u>001-141-000-57680-4700</u>	PARKS - Utility Services		MAY 2024/CITY BILL		313.20	
<u>001-141-000-57680-4700</u>	PARKS - Utility Services		MAY 2024/CITY BILL		607.80	
<u>001-141-000-57680-4700</u>	PARKS - Utility Services		MAY 2024/CITY BILL		33.89	
<u>001-141-000-57680-4700</u>	PARKS - Utility Services		MAY 2024/CITY BILL		515.09	
<u>001-141-000-57680-4700</u>	PARKS - Utility Services		MAY 2024/CITY BILL		33.79	
<u>001-142-000-51890-4715</u>	FACIL CIVIC - Utility Servic		MAY 2024/CITY BILL		169.88	
<u>001-142-000-51890-4715</u>	FACIL CIVIC - Utility Servic		MAY 2024/CITY BILL		823.66	
<u>001-142-000-51890-4715</u>	FACIL CIVIC - Utility Servic		MAY 2024/CITY BILL		86.17	
<u>001-142-000-51890-4715</u>	FACIL CIVIC - Utility Servic		MAY 2024/CITY BILL		151.78	
<u>001-142-000-51890-4715</u>	FACIL CIVIC - Utility Servic		MAY 2024/CITY BILL		62.45	
<u>001-142-000-57250-4700</u>	FACIL LIB - Utility Services		MAY 2024/CITY BILL		595.89	
<u>001-142-000-57530-4700</u>	FACIL MUSM - Utility Serv		MAY 2024/CITY BILL		131.57	
<u>101-000-000-54265-4700</u>	ST PRK FAC - Utility Service		MAY 2024/CITY BILL		159.50	
<u>101-000-000-54270-4700</u>	ST RD PRK - Utility Service		MAY 2024/CITY BILL		84.94	
<u>101-000-000-54270-4700</u>	ST RD PRK - Utility Service		MAY 2024/CITY BILL		42.58	
<u>401-000-000-53480-4700</u>	WAT - Utility Services		MAY 2024/CITY BILL		23.56	
<u>401-000-000-53480-4700</u>	WAT - Utility Services		MAY 2024/CITY BILL		21.27	
<u>401-000-000-53480-4700</u>	WAT - Utility Services		MAY 2024/CITY BILL		43.96	
<u>401-000-000-53480-4700</u>	WAT - Utility Services		MAY 2024/CITY BILL		18.11	
<u>401-000-000-53480-4700</u>	WAT - Utility Services		MAY 2024/CITY BILL		51.37	
<u>401-000-000-53480-4700</u>	WAT - Utility Services		MAY 2024/CITY BILL		17.91	
<u>401-000-000-53480-4701</u>	WAT - Utility Services - Sh		MAY 2024/CITY BILL		125.50	
<u>401-000-000-53480-4701</u>	WAT - Utility Services - Sh		MAY 2024/CITY BILL		117.02	
<u>401-000-000-53480-4701</u>	WAT - Utility Services - Sh		MAY 2024/CITY BILL		639.15	
<u>401-000-000-53480-4701</u>	WAT - Utility Services - Sh		MAY 2024/CITY BILL		108.07	
<u>401-000-000-53480-4701</u>	WAT - Utility Services - Sh		MAY 2024/CITY BILL		196.87	
<u>402-300-000-53580-4700</u>	SEW CL MN - Utility Servi		MAY 2024/CITY BILL		17.85	
<u>402-400-000-53580-4700</u>	SEW SV MN - Utility Servi		MAY 2024/CITY BILL		22.14	
<u>402-400-000-53580-4700</u>	SEW SV MN - Utility Servi		MAY 2024/CITY BILL		29.59	
<u>402-400-000-53580-4700</u>	SEW SV MN - Utility Servi		MAY 2024/CITY BILL		74.56	
<u>402-400-000-53580-4700</u>	SEW SV MN - Utility Servi		MAY 2024/CITY BILL		2,939.83	
<u>402-400-000-53580-4700</u>	SEW SV MN - Utility Servi		MAY 2024/CITY BILL		29.59	
<u>402-400-000-53580-4700</u>	SEW SV MN - Utility Servi		MAY 2024/CITY BILL		608.63	
<u>402-500-000-53580-4700</u>	SEW OT MN - Utility Servi		MAY 2024/CITY BILL		47.20	
<u>402-640-000-53580-4700</u>	SEW SV SAT - Utility Servi		MAY 2024/CITY BILL		20.64	
<u>402-640-000-53580-4700</u>	SEW SV SAT - Utility Servi		MAY 2024/CITY BILL		560.26	
<u>402-640-000-53580-4700</u>	SEW SV SAT - Utility Servi		MAY 2024/CITY BILL		34.69	
<u>402-640-000-53580-4700</u>	SEW SV SAT - Utility Servi		MAY 2024/CITY BILL		2,074.88	
<u>404-000-000-53180-4700</u>	STRM - Utility Services		MAY 2024/CITY BILL		54.64	
VEN02447	DAVIES LIFE & HEALTH INC.	05/31/2024	Regular	0.00	1,524.00	110848
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>PREMIUM2024</u>	Invoice	05/11/2024	GROUP# COS-5 JOHNSON, ALVIN	0.00	1,524.00	
<u>502-000-000-51725-2032</u>	PR BEN - Ins-LongTrmCar		GROUP# COS-5 JOHNSON,		1,524.00	
009595	DEPT. OF LICENSING	05/31/2024	Regular	0.00	36.00	110849

Check Register

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		
SHP240027	Invoice	05/28/2024	SHP240027	0.00	18.00	
657-000-000-58600-0007	Concealed Pistol Permits		SHP240027		18.00	
SHP240028	Invoice	05/23/2024	SHP240028	0.00	18.00	
657-000-000-58600-0007	Concealed Pistol Permits		SHP240028		18.00	
010085	DYAN S. SMOLINSKY	05/31/2024	Regular	0.00	406.74	110850
DMCMA2024SPR	Invoice	05/29/2024	DMCMA2024SPRINGCONFERENCE	0.00	406.74	
001-112-000-51251-4307	MUNI CT - Travel-Training		DMCMA2024SPRINGCONF		406.74	
023108	FCS GROUP	05/31/2024	Regular	0.00	1,988.75	110851
3737-22401162	Invoice	01/19/2024	WATER, SEWER, RATE GFC STUDY	0.00	1,988.75	
401-000-000-53480-4100	WAT - Professional Servic		WATER, SEWER, RATE GFC		994.38	
402-400-000-53580-4100	SEW SV MN - Professional		WATER, SEWER, RATE GFC		994.37	
045150	HACH COMPANY	05/31/2024	Regular	0.00	403.62	110852
14039728	Invoice	05/19/2024	ACCT#170152- PO 23-047 RENEWAL	0.00	403.62	
402-400-000-53580-4800	SEW SV MN - Repairs and		ACCT#170152- PO 23-047		403.62	
VEN02509	HOUSE BROTHERS CONST INC	05/31/2024	Regular	0.00	95.00	110853
240117	Invoice	05/15/2024	SITE #2309 425 W COTA ST	0.00	95.00	
001-142-000-51890-4515	FACIL CIVIC - Operating R		SITE #2309 425 W COTA ST		95.00	
903336	JAMES BELLEVILLE	05/31/2024	Regular	0.00	1,000.00	110854
TUITIONREIMBU	Invoice	05/22/2024	TUITIONREIMBURSMAY2024	0.00	1,000.00	
001-118-000-52122-4920	PD PAT - Misc-Education		TUITIONREIMBURSMAY20		1,000.00	
070000	JIM'S AUTO REPAIR & TOWING	05/31/2024	Regular	0.00	386.02	110855
40273	Invoice	05/28/2024	CLASS A TOW CASE # 24-505063	0.00	275.59	
001-118-000-52122-4900	PD PAT - Miscellaneous		CLASS A TOW CASE # 24-5		275.59	
420277	Invoice	05/28/2024	TOW-SPD CASE#24-505063	0.00	110.43	
001-118-000-52122-4900	PD PAT - Miscellaneous		TOW-SPD CASE#24-50506		110.43	
VEN01959	JUSTIN WHITLEY	05/31/2024	Regular	0.00	894.00	110856
EVOCINSTRUCTO	Invoice	05/24/2024	EVOCINSTRUCTORAPRIL/MAY2024	0.00	894.00	
001-118-000-52140-4302	PD TRG - Travel-PD Opera		EVOCINSTRUCTORAPRIL/		894.00	
082632	KRISTINA L. HOWARD	05/31/2024	Regular	0.00	764.92	110857
DMCMA2024SPR	Invoice	05/29/2024	DMCMA2024SPRINGCONFERENCE	0.00	764.92	
001-112-000-51251-4307	MUNI CT - Travel-Training		DMCMA2024SPRINGCONF		764.92	
109200	MASON COUNTY HISTORICAL	05/31/2024	Regular	0.00	6,250.00	110858

Check Register

Packet: APPKT03147-MAY 31, 2024 AP PAYMENTS

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>QTR1/2024LTAC</u> <u>108-000-000-57390-4108</u>	Invoice	05/22/2024	QTR1/2024LTAC TRSM - Prof Serv-Mason	0.00	6,250.00	
			QTR1/2024LTAC		6,250.00	
114350	MASON GENERAL HOSPITAL	05/31/2024	Regular	0.00	49.00	110859
<u>4003757528</u> <u>001-123-000-52360-4100</u>	Invoice	05/14/2024	ROUTINE VENIPUNCTURE DET & COR - Prof Services	0.00	49.00	
			ROUTINE VENIPUNCTURE		49.00	
142300	NISQUALLY INDIAN TRIBE	05/31/2024	Regular	0.00	15,288.00	110860
<u>39574</u> <u>001-123-000-52360-4103</u>	Invoice	04/30/2024	INCARCERATION & BOOKING FEES APRIL DET & COR - Professional	0.00	15,288.00	
			INCARCERATION & BOOKI		15,288.00	
VEN01958	NORTHWEST EVENT ORGANIZERS, II	05/31/2024	Regular	0.00	12,000.00	110861
<u>2024LTAC</u> <u>108-000-000-57390-4110</u>	Invoice	05/22/2024	2024LTAC TRSM - Prov Serv-NW Eve	0.00	12,000.00	
			2024LTAC		12,000.00	
VEN02312	ODP BUSINESS SOLUTIONS LLC	05/31/2024	Regular	0.00	1,058.80	110862
<u>358156580001</u> <u>101-000-000-54230-3100</u>	Invoice	05/09/2024	ACCT#28972108 GRAFFITI REMOVER ST RD WAY - Office and O	0.00	113.82	
			ACCT#28972108 GRAFFITI		113.82	
<u>363235935001</u> <u>001-111-000-51421-3100</u>	Invoice	04/30/2024	ACCT#28972108- MISC OFFICE SUPPLIE FIN UB - Office and Opera	0.00	345.66	
			ACCT#28972108- MISC OF		87.16	
<u>001-111-000-51423-3100</u>			FIN AC - Office and Opera		232.46	
<u>001-130-000-51810-3100</u>			HR - Office and Operating		26.04	
<u>363246658001</u> <u>001-111-000-51423-3100</u>	Invoice	04/30/2024	ACCT#28972108-FILING LABELS FIN AC - Office and Opera	0.00	39.43	
			ACCT#28972108-FILING LA		39.43	
<u>365038405001</u> <u>001-115-000-51895-3100</u>	Invoice	05/01/2024	ACCT#28972108- OFFICE SUPPLIES PW ADM - Office and Ope	0.00	73.47	
			ACCT#28972108- OFFICE S		73.47	
<u>365143738001</u> <u>001-111-000-51421-3100</u>	Invoice	04/30/2024	ACCT#28972108- DYMO LABELS, PINK PP FIN UB - Office and Opera	0.00	55.75	
			ACCT#28972108- DYMO L		55.75	
<u>365588741001</u> <u>001-115-000-51895-3100</u>	Invoice	05/02/2024	ACCT#28972108- BADGE REELS, BINDERS PW ADM - Office and Ope	0.00	58.11	
			ACCT#28972108- BADGE R		58.11	
<u>366273135001</u> <u>401-000-000-53480-3100</u>	Invoice	05/16/2024	ACCT#28972108- FENNINGTON CHAIR WAT - Office and Operati	0.00	232.42	
			ACCT#28972108- FENNIN		232.42	
<u>366340008001</u> <u>402-400-000-53580-3100</u>	Invoice	05/09/2024	ACCT#28972108 OFFICE SUPPLIES SEW SV MN - Office and	0.00	88.27	
			ACCT#28972108 OFFICE S		88.27	
<u>366342664001</u> <u>402-400-000-53580-3100</u>	Invoice	05/08/2024	ACCT#28972108- LEGAL SIZE ENVELOPES SEW SV MN - Office and	0.00	43.50	
			ACCT#28972108- LEGAL SI		43.50	
<u>366342682001</u> <u>402-400-000-53580-3100</u>	Invoice	05/09/2024	ACCT#28972108 CABLE DROP SEW SV MN - Office and	0.00	8.37	
			ACCT#28972108 CABLE DR		8.37	
153500	PACIFIC LAMP & SUPPLY CO	05/31/2024	Regular	0.00	177.74	110863
<u>884444</u> <u>001-142-000-51890-3115</u>	Invoice	05/14/2024	CUST#23733-1 G.E. COMPACT FLUORESC FACIL CIVIC - Office and O	0.00	177.74	
			CUST#23733-1 G.E. COMP		177.74	
VEN02562	PACIFIC MICROREM, INC.	05/31/2024	Regular	0.00	5,141.02	110864

Check Register

Packet: APPKT03147-MAY 31, 2024 AP PAYMENTS

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		
24-4809	Invoice	05/22/2024	WALK-THGH METAL DTCTR 35060203214	0.00	5,141.02	
001-112-000-51251-3505	MUNI CT - Inventoried S		WALK-THGH METAL DTCT		5,141.02	
174052	SAN DIEGO POLICE EQUIPMENT CO,	05/31/2024	Regular	0.00	2,666.37	110865
660243	Invoice	02/01/2024	ACCT#842 AMMO	0.00	1,142.73	
001-118-000-52140-3100	PD TRG - Office and Oper		ACCT#842 AMMO		1,142.73	
660244	Invoice	02/01/2024	ACCT#842 AMMO	0.00	1,523.64	
001-118-000-52140-3100	PD TRG - Office and Oper		ACCT#842 AMMO		1,523.64	
187000	SHELTON-MASON COUNTY JOURNA	05/31/2024	Regular	0.00	124.00	110866
124358	Invoice	05/09/2024	6 YEAR TRANSPORT IMPROVMNT PROGR	0.00	124.00	
001-110-000-51160-4100	COUNCIL - Professional S		6 YEAR TRANSPORT IMPR		124.00	
VENO2177	SOUTH SOUND APPLIANCE	05/31/2024	Regular	0.00	870.39	110867
85591	Invoice	05/22/2024	MAYTAG DISHWASHER	0.00	870.39	
402-400-000-53580-3500	SEW SV MN - Small Tools/		MAYTAG DISHWASHER		870.39	
VENO1913	THE BATHROOM, LLC	05/31/2024	Regular	0.00	272.00	110868
032845	Invoice	05/21/2024	REPAIRED LEAK/SHELTER BATHROOM	0.00	272.00	
001-140-000-55430-4800	CD AN CTRL - Repairs and		REPAIRED LEAK/SHELTER B		272.00	
201100	TITUS-WILL	05/31/2024	Regular	0.00	242.04	110869
2700678	Invoice	05/22/2024	CLUSTER-GAUGES/VIN6335	0.00	242.04	
503-000-000-54865-3104	EMR - Oper Supp-Parts		CLUSTER-GAUGES/VIN633		242.04	
201300	TOZIER BROS INC.	05/31/2024	Regular	0.00	216.67	110870
469901	Invoice	05/14/2024	CUST#20090 UTILITY ROPE/POLY ROPE	0.00	38.48	
402-400-000-53580-3100	SEW SV MN - Office and		CUST#20090 UTILITY ROPE		38.48	
469920	Invoice	05/14/2024	CUST#20090-LEVELING JACK RENTAL/WAI	0.00	58.64	
402-400-000-53580-3100	SEW SV MN - Office and		CUST#20090-LEVELING JA		58.64	
469936	Invoice	05/15/2024	CUST#20090- FLEX SEAL	0.00	32.53	
402-400-000-53580-3100	SEW SV MN - Office and		CUST#20090- FLEX SEAL		32.53	
470061	Invoice	05/07/2024	CUST#20090- ENGINE OIL	0.00	87.02	
001-141-000-57680-3100	PARKS - Office and Opera		CUST#20090- ENGINE OIL		87.02	
VENO2561	VERIZON COMMUNICATIONS INC	05/31/2024	Regular	0.00	65.00	110871
9022356820	Invoice	05/21/2024	ACCT#WA155314 TOWER DUMP 2426774	0.00	65.00	
001-118-000-52122-4100	PD PAT - Professional Serv		ACCT#WA155314 TOWER		65.00	
VENO2544	VESTIS GROUP INC	05/31/2024	Regular	0.00	186.60	110872

Check Register

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		
5120457669	Invoice	05/01/2024	ACCT#792105973-COVERALLS,MAT,TOWE	0.00	47.89	
402-400-000-53580-3100	SEW SV MN - Office and		ACCT#792105973-COVERA		47.89	
5120461884	Invoice	05/08/2024	ACCT#792105973- COVERALLS, MAT, TOW	0.00	47.89	
402-400-000-53580-4900	SEW SV MN - Miscellaneo		ACCT#792105973- COVER		47.89	
5120465954	Invoice	05/15/2024	ACCT#792105973-COVERALLS,MAT,TOWE	0.00	47.89	
402-400-000-53580-4900	SEW SV MN - Miscellaneo		ACCT#792105973-COVERA		47.89	
5120470297	Invoice	05/22/2024	ACCT#792105972-COVERALLS, MAT, TOW	0.00	42.93	
401-000-000-53480-4901	WAT - Miscellaneous - Sh		ACCT#792105972-COVERA		42.93	
053987	WESTBAY NAPA AUTO PARTS	05/31/2024	Regular	0.00	118.35	110873
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
084750	Invoice	05/22/2024	ACCT#4296-BRAKE PADS/62974D	0.00	41.17	
503-000-000-54865-3102	EMR - Oper Supplies-Part		ACCT#4296-BRAKE PADS/6		41.17	
084802	Invoice	05/22/2024	ACCT#4296 MINI/CAPSULE BULBS	0.00	77.18	
503-000-000-54865-3101	EMR - Vehicle Supplies		ACCT#4296 MINI/CAPSULE		46.31	
503-000-000-54865-3103	EMR - Vehicle Supp		ACCT#4296 MINI/CAPSULE		30.87	
VEN02139	ZEPELIN SHIPPING & TECHNOLOGY	05/31/2024	Regular	0.00	27.76	110874
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
PACKAGEID12335	Invoice	05/24/2024	WSPCRIMELAB/WSPVANCOVERCRIMELAB	0.00	27.76	
001-118-000-52122-4200	PD PAT - Communication		WSPCRIMELAB/WSPVANC		27.76	

Bank Code APBNK-Main Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	65	36	0.00	79,166.99
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	29	14	0.00	28,826.18
Virtual Payments	0	0	0.00	0.00
	94	50	0.00	107,993.17

Virtual Payments 0 0 0.00 0.00

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	5/2024	<u>107,993.17</u>
			107,993.17

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 within payroll warrants numbered 3984 through 3987 and 12631 through 12735. Warrants 110875 through 110894 in the amount of \$536,676.30 and that the claims are just and due obligations against the City of Shelton, and that I am authorized to authenticate and certify said claims.

Signed this 10th of June, 2024.



Finance Director

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

Signed this _____ of _____, 2024.

Mayor Onisko

Deputy Mayor Sharon Schirman

Councilmember George Blush

Councilmember Tom Gilmore

Councilmember Miguel Gutierrez

Councilmember Lyndsey Sapp

Councilmember Melissa Stearns



**CITY OF SHELTON
COUNCIL BRIEFING REQUEST
(Agenda Item C4)**

Touch Date: 05/14/2024
Brief Date: 06/04/2024
Action Date: 06/18/2024

Department: Public Works
Presented By: Aaron C. Nix, Capital Projects Manager

APPROVED FOR COUNCIL PACKET:

Action Requested:

ROUTE TO:

REVIEWED:

PROGRAM/PROJECT TITLE:

**MBR Headworks
Upgrades/Expansion Grant
Acceptance**

Ordinance

Resolution

ATTACHMENTS:

1. Resolution No. 1335-0524
2. State 2022 Headworks Grant Award Agreement

Motion

Other

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

J.O.H.

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

The headworks upgrade grant was awarded to the City by a direct appropriation from the Washington State Legislature in 2022 in order to design and construct improvements to expand the headworks at the City's reclaimed water treatment plant located adjacent to Highway 101 on the south side of Sanderson Field. The expansion of the headworks (plant intake screening and distribution) at the satellite treatment plant is one of the upgrades needed in the treatment process that will eventually increase the overall capacity at the plant. Other future needed capacity upgrades include changing the filtration cartridges to increase flowrates, disinfection system upgrades, larger solids handling, out of spec water holding pond, and conversion of the current reclaimed water spray field to an underground injection/infiltration facility.

ANALYSIS/OPTIONS/ALTERNATIVES:

Staff are working with a consultant to design a project to construct the larger reclaimed water storage reservoir (500,000 gallons) at the reclaimed water treatment plant as another part of the capacity expansion. This work is slated for construction in the Summer/Fall of 2024. Not implementing the headworks upgrades/expansion will postpone capacity upgrades at the treatment facility that may prevent future users from connecting to the facility, as described within the City's adopted 2023 Comprehensive Wastewater Treatment Plan approved by the Department of Ecology.

BUDGET/FISCAL INFORMATION:

All monies dedicated towards this work will come from the direct appropriation by the Washington State legislature, under the grant agreement. If additional funds are necessary in order to construct this project, staff will bring the project back to the Council for further consideration. No additional funding resources are needed at this time.

PUBLIC INFORMATION REQUIREMENTS:

Documents as it pertains to this project have been included within the Council packet materials. All materials are available and can be obtained from the Public Works Department.

STAFF RECOMMENDATION/MOTION:

Staff recommends placing Resolution No. 1335-0524 on the consent agenda for approval.

RESOLUTION NO. 1335-0524

A RESOLUTION OF THE COUNCIL OF THE CITY OF SHELTON, WASHINGTON, AUTHORIZING THE CITY MANAGER TO APPROVE AND SIGN THE GRANT AGREEMENT WITH THE WASHINGTON STATE DEPARTMENT OF COMMERCE FOR GRANTS FUNDS TO EXPAND AND IMPROVE THE HEADWORKS AT THE CITY RECLAIMED WATER TREATMENT PLANT

WHEREAS, the City applied for and received a legislative direct appropriation in the amount of \$3,200,000 for upgrading and enhancing the City's reclaimed water treatment plant located near Sanderson Field; and

WHEREAS, these monies will be utilized in order to prepare design, construction documents and physically construct the headworks improvements as outlined within the City's adopted and approved Comprehensive Wastewater Plan (2023); and

WHEREAS, these improvements will allow the City to process additional reclaimed wastewater once this project and other treatment process improvements are completed; and

WHEREAS, City Staff have fulfilled all of the preliminary requirements in order to allow the Department of Commerce to proceed with issuing a grant agreement for this project; and

WHEREAS, City Staff intend to proceed with design once the grant agreement is signed, and plan that the construction of the upgrades are underway in the Summer of 2025.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Shelton that the City Manager is authorized to sign the grant agreement (Appendix A) with the Department of Commerce for design and construction of improvements to the City's reclaimed water treatment plant.

INTRODUCED on the 4th day of June 2024 and **PASSED** by the City Council at its regular meeting held on this 18th day of June 2024.

ATTEST:

Mayor Onisko

City Clerk Nault



STATE OF WASHINGTON
DEPARTMENT OF COMMERCE
1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • 360-725-4000
www.commerce.wa.gov

May 16, 2022

Jay Harris
City of Shelton
525 West Cota Street
Shelton, WA 98584

Dear Jay:

Congratulations! Governor Inslee recently signed the 2022 Supplemental State Capital Budget, which includes an appropriation of \$3,250,000.00 for the Shelton Water Reclamation Facility project. The Department of Commerce, which will administer the project, will retain three percent (up to a maximum of \$50,000) to cover our administrative costs. Accordingly, your net grant award will be \$3,200,000.00.

Prior to receiving funds, your organization will need to fulfill the following requirements:

- Provide documentation of your organization's financial ability to complete the project. All funds from sources other than the state must be expended, raised, or secured by documented pledges or loans.
- For nonprofit grantees, any property relevant to the project must be owned or secured by a long-term lease that remains in effect for a minimum of ten years following the final payment date. A lien on owned property is also required when receiving grants of \$250,000 or more.
- Prevailing wages must be paid for all construction labor costs incurred as applicable.
- Review by the Washington State Department of Archaeology and Historic Preservation and any affected Tribes (Governor's Executive Order 21-02).
- Your project may also need to comply with the state's LEED green buildings standards (RCW 39.35D).

Soon you will receive the Contract Readiness Survey form and 21-02 Cultural Resources Review instructions, these are the pre-contract conditions that need to be completed, please complete and submit as soon as possible. The contracting process is not initiated until the pre-contracting conditions have been met.

Enclosed is Infrastructure Projects Program Guidelines to assist you with the process. If you need additional information, please contact your Project Manager, Lena Moore, at 360.764.0632 or lena.moore@commerce.wa.gov or me at 360.704.9435 or by email connie.rivera@commerce.wa.gov.

Sincerely,

Connie Rivera, Infrastructure Section Manager
Community Assistance & Research Unit



Grant to

City of Shelton

through

The Infrastructure Projects Program

For

Shelton Water Reclamation Facility (Shelton)

Start date: July 1, 2021

Table of Contents

FACE SHEET	1
DECLARATIONS	2
ADDITIONAL RECITALS	2
SPECIAL TERMS AND CONDITIONS	3
1. GRANT MANAGEMENT	3
2. COMPENSATION	3
3. CERTIFICATION OF FUNDS PERFORMANCE MEASURES.....	3
4. PREVAILING WAGE LAW	3
5. DOCUMENTATION AND SECURITY	4
6. BASIS FOR ESTABLISHING REAL PROPERTY VALUES FOR ACQUISITIONS OF REAL PROPERTY PERFORMANCE MEASURES	4
7. EXPENDITURES ELIGIBLE FOR REIMBURSEMENT	4
8. BILLING PROCEDURES AND PAYMENT	5
9. SUBCONTRACTOR DATA COLLECTION.....	6
10. CLOSEOUT CERTIFICATION.....	6
11. INSURANCE	6
12. ORDER OF PRECEDENCE	8
13. REDUCTION IN FUNDS.....	8
14. OWNERSHIP OF PROJECT/CAPITAL FACILITIES.....	8
15. CHANGE OF OWNERSHIP OR USE FOR GRANTEE-OWNED PROPERTY	9
16. CHANGE OF USE FOR LEASED PROPERTY PERFORMANCE MEASURE	9
17. SIGNAGE, MARKERS AND PUBLICATIONS.....	9
18. HISTORICAL AND CULTURAL ARTIFACTS.....	9
19. REAPPROPRIATION.....	10
20. TERMINATION FOR FRAUD OR MISREPRESENTATION	10
21. APPLICABILITY OF COPYRIGHT PROVISIONS TO ARCHITECTURAL/ENGINEERING DESIGN WORK	10
22. FRAUD AND OTHER LOSS REPORTING	10
23. PUBLIC RECORDS ACT	11
GENERAL TERMS AND CONDITIONS	12
1. DEFINITIONS.....	12
2. ACCESS TO DATA.....	12
3. ADVANCE PAYMENTS PROHIBITED	12
4. ALL WRITINGS CONTAINED HEREIN	12
5. AMENDMENTS.....	12
6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE "ADA" 28 CFR PART 35	13
7. ASSIGNMENT.....	13
8. ATTORNEYS' FEES	13

9.	AUDIT	13
10.	BREACHES OF OTHER STATE CONTRACTS.....	14
11.	CONFIDENTIALITY/SAFEGUARDING OF INFORMATION	14
12.	CONFLICT OF INTEREST	14
13.	COPYRIGHT PROVISIONS	15
14.	DISPUTES	15
15.	DUPLICATE PAYMENT.....	16
16.	GOVERNING LAW AND VENUE	16
17.	INDEMNIFICATION	16
18.	INDEPENDENT CAPACITY OF THE GRANTEE.....	16
19.	INDUSTRIAL INSURANCE COVERAGE	17
20.	LAWS	17
21.	LICENSING, ACCREDITATION AND REGISTRATION.....	17
22.	LIMITATION OF AUTHORITY	17
23.	NONCOMPLIANCE WITH NONDISCRIMINATION LAWS.....	17
24.	PAY EQUITY.....	17
25.	POLITICAL ACTIVITIES	18
26.	PUBLICITY.....	18
27.	RECAPTURE	18
28.	RECORDS MAINTENANCE	18
29.	REGISTRATION WITH DEPARTMENT OF REVENUE.....	18
30.	RIGHT OF INSPECTION	18
31.	SAVINGS	19
32.	SEVERABILITY.....	19
33.	SITE SECURITY	19
34.	SUBGRANTING/SUBCONTRACTING.....	19
35.	SURVIVAL.....	19
36.	TAXES.....	19
37.	TERMINATION FOR CAUSE	19
38.	TERMINATION FOR CONVENIENCE	20
39.	TERMINATION PROCEDURES	20
40.	TREATMENT OF ASSETS.....	21
41.	WAIVER	21
	ATTACHMENT A - SCOPE OF WORK.....	22
	ATTACHMENT B - CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT.....	23
	ATTACHMENT C - CERTIFICATION OF THE PAYMENT AND REPORTING OF PREVAILING WAGES	24
	ATTACHMENT D - CERTIFICATION OF INTENT TO ENTER THE LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED) CERTIFICATION PROCESS.....	25

FACE SHEET

Grant Agreement Number: **22-96515-050**Project Name: **Shelton Water Reclamation Facility (Shelton)**

**Washington State Department of Commerce
Local Government Division
Community Capital Facilities**

1. GRANTEE City of Shelton 525 W Cota Street Shelton, WA 98584		2. GRANTEE Doing Business As (optional)	
3. GRANTEE Representative Aaron Nix, Capital Projects Manager 525 W Cota Street Shelton, WA 98584 360.490.0453 Aaron.Nix@sheltonwa.gov		4. COMMERCE Representative Lena Moore, Grant Manager PO Box 42525, Olympia, WA 98504 360.764.0632 lena.moore@commerce.wa.gov	
5. Grant Amount \$3,200,000.00	6. Funding Source Federal: State: X Other: N/A:	7. Start Date July 1, 2021	8. End Date June 30, 2027, contingent on reappropriation; June 30, 2025, if funds are not reappropriated.
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 # 232000085	13. DUNS # 021830666
14. Grant Purpose The purpose of this performance-based Grant Agreement is to provide funding for a legislatively approved project that furthers the goals and objectives of the Infrastructure Projects Program as described in Attachment A – Scope of Work (the “Project”).			
COMMERCE, defined as the Washington State Department of Commerce, and the GRANTEE, as defined above, acknowledge and accept the terms of this Grant Agreement and attachments and have executed this Grant Agreement on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant Agreement are governed by this Grant Agreement and the following other documents incorporated by reference: Grant Agreement 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		FOR COMMERCE	
_____ Signature		_____ Mark K. Barkley, Assistant Director Local Government Division	
_____ Print Name		_____ Date	
_____ Title		APPROVED AS TO FORM	
_____ Date		Dawn Cortez, Assistant Attorney General 10/3/2023 _____ Date	

DECLARATIONS

GRANTEE INFORMATION

GRANTEE Name:	City of Shelton
Grant Agreement Number:	22-96515-050
State Wide Vendor Number:	SWV0013140-00

PROJECT INFORMATION

Project Name:	Shelton Water Reclamation Facility (Shelton)
Project City:	Shelton
Project State:	Washington
Project Zip Code:	98584-2239

GRANT AGREEMENT INFORMATION

Grant Amount:	\$3,200,000.00
Appropriation Number:	SSB 5651, SL Section 1033 (2022 Regular Session)
Re-appropriation Number (if applicable):	ESSB 5200, SL Section 6066 (2023 Regular Session)
Grant Agreement End Date:	June 30, 2027, contingent on reappropriation; June 30, 2025, if funds are not reappropriated.
Biennium:	2023-2025
Biennium Close Date:	June 30, 2025

PROJECT PURPOSE

To upgrade the headworks at the Reclaimed Water Treatment Plant.

ADDITIONAL SPECIAL TERMS AND CONDITIONS GOVERNING THIS AGREEMENT

Grant Agreement End Date: In the event funds for the project are reappropriated, the contract end date will be extended pursuant to the reappropriation and consistent with Special Term and Condition 19. Depending on the reappropriation, a contract amendment may be required.

ADDITIONAL RECITALS

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 Infrastructure 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.

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

1. GRANT MANAGEMENT

The Representative for each of the parties is identified on the Face Sheet of this Grant Agreement and shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant Agreement.

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). 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 Agreement may be subject to state prevailing wage law (RCW 39.12). 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 and public benefit corporations that involve the expenditure of over \$250,000 in state funds. Additionally, Commerce reserves the right to review all state-funded projects and to require that projects performed by other entity types comply with this section. Projects for which the grant award or legislative intent documents specify that the state funding is to be used for pre-design or design only are exempt from this section.

- A. **Deed of Trust.** This Grant Agreement 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 Agreement as set forth on the Face Sheet.
- B. **Term of Deed of Trust.** The Deed of Trust shall remain in full force and effect for a minimum period of ten (10) years following the later of: (1) final payment of state funds to the GRANTEE under this grant; or (2) the date when the facility improved or acquired with grant funds, or a distinct phase of the project, is made useable to the public for the purpose intended by the Legislature. 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. **Covenant.** If the project will be partially funded by a loan and the term of said loan is less than the commitment period under this Grant Agreement, COMMERCE may require that GRANTEE record or cause to be recorded a covenant in a superior lien position ahead of the lender's security instrument that restricts use of the facility or property for the purpose(s) stated elsewhere in this contract for at least the term of the commitment period.
- E. **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 all or part of the grant is used to fund the acquisition of real property, before funds are disbursed, the GRANTEE shall procure and provide to COMMERCE evidence establishing the value of the real property eligible for reimbursement:

- 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. 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.
- F. 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.

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 Special Terms and Conditions Section 19.

If GRANTEE has or will be submitting any of the invoices attached to a request for payment for partial reimbursement under another grant contract, GRANTEE must clearly identify such grant contracts in the transmittal letter and request for payment.

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 Agreement 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 Agreement.

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 Agreement 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. CLOSEOUT CERTIFICATION

The GRANTEE shall complete and submit a Closeout Certification Form when:

- A. All activities identified in the SCOPE OF WORK shown on Attachment A are complete and the project is useable to the public for the purpose intended by the Legislature, or
- B. When final payment is made and Grantee has certified that the whole project will be completed and the public benefit described maintained for the term of the commitment period.
- C. Notwithstanding anything in A. or B. above, the right to recapture funds or seek other remedies for failure to make the project usable to the public shall survive the closeout or termination of this contract.

11. INSURANCE

A. Insurance Requirements for Reimbursable Activities

The GRANTEE will maintain appropriate insurance coverage throughout any period in which reimbursable activities are conducted. 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 Agreement.

B. Additional Insurance Requirements During the Term of the Grant Agreement

The GRANTEE shall provide proof to COMMERCE of the following insurance coverage as applicable:

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 related to this Grant Agreement 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. Commercial General Liability Insurance coverage shall be maintained in full force and effect during the term of this Grant Agreement and throughout the commitment period described in Special Terms and Conditions Section 5, 15, and 16.

Property Insurance. The GRANTEE shall keep the property insured in an amount sufficient to permit such insurance to be written at all times on a replacement cost basis. Such insurance shall cover the following hazards, as applicable:

- Loss or damage by fire and such other risks;
- Loss or damage from leakage or sprinkler systems now or hereafter installed in any building on the premises;
- Loss or damage by explosion of steam boilers, pressure vessels, oil or gasoline storage tanks or similar apparatus now or hereafter installed in a building or building on the premises.

Property Insurance coverage shall be maintained in full force and effect during the term of this Grant Agreement and throughout the commitment period described in Special Terms and Conditions Section 5, 15, and 16.

Professional Liability, Errors and Omissions Insurance. If GRANTEE will be providing any professional services to be reimbursed under this Grant Agreement, the GRANTEE shall maintain Professional Liability or Errors and Omissions Insurance with 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 Agreement shall be \$2,000,000 or the highest of planned reimbursement for the Grant Agreement 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 Agreement 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. Fidelity Insurance coverage shall be maintained in full force and effect during the term of this Grant Agreement.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. 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 provide to COMMERCE 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.

During the term of the Grant Agreement, the GRANTEE shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

Professional Liability, Errors and Omissions Insurance. The GRANTEE shall require that any contractors providing professional services that are reimbursable under this Grant Agreement maintain Professional Liability or Errors and Omissions Insurance. The GRANTEE shall require such contractors to maintain minimum limits of no less than \$1,000,000 per occurrence. The state of Washington, its agents, officers, and employees need *not* be named as additional insureds under these policies.

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 Agreement, 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, or other funding source, during the Grant Agreement period, Commerce may suspend, amend, or terminate the contract.

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 later of: (1) the date the final payment is made hereunder; or (2) the date when the facility improved or acquired with grant funds, or a distinct phase of the project, is made useable to the public for the purpose intended by the Legislature.
- 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 General Terms and Conditions Section 27 (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 later of: (1) the date the final payment is made; or (2) the date when the facility improved or acquired with grant funds, or a distinct phase of the project, is made useable to the public for the purpose intended by the Legislature.
- 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,, 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 General Terms and Conditions Section 27 (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 Contract, GRANTEE shall cooperate with COMMERCE to complete the requirements of Governor's Executive Order 21-02 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 Contract.

In addition to the requirements set forth in this Contract, GRANTEE shall, in accordance with Governor's Executive Order 21-02 as applicable, 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 Project. GRANTEE agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Contract.

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 Contract, 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 21-02.

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 21-02, 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 Agreement.

21. APPLICABILITY OF COPYRIGHT PROVISIONS TO ARCHITECTURAL/ENGINEERING DESIGN WORK

The "Copyright Provisions", General Terms and Conditions Section 13, are not intended to apply to any architectural and engineering design work funded by this grant.

22. FRAUD AND OTHER LOSS REPORTING

Contractor/Grantee shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

23. PUBLIC RECORDS ACT

Notwithstanding General Terms and Conditions Section 11 (Confidentiality/Safeguarding of Information, COMMERCE is a public agency subject to the Public Records Act, RCW 42.56 (the PRA). Under the PRA, all materials relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by COMMERCE or its functional equivalents are considered public records. The PRA requires that public records responsive to a public records request be promptly produced unless the PRA or an “other statute” exempts such records from production. This Agreement is not intended to alter COMMERCE’s obligations under the PRA. The parties agree that if COMMERCE receives a public records request for files that may include confidential information under General Terms and Conditions Section 11, COMMERCE will notify the other party of the request and of the date that the records will be released to the requester unless GRANTEE obtains a court order enjoining disclosure. If the GRANTEE fails to obtain the court order enjoining disclosure, COMMERCE may release the requested information on the date specified. If the GRANTEE obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to the PRA, COMMERCE shall maintain the confidentiality of the information per the court order.

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

1. DEFINITIONS

As used throughout this Grant Agreement, 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 Agreement, 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 Agreement under a separate Grant Agreement 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" shall mean 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" and "Agreement" shall mean the entire written agreement between COMMERCE and the GRANTEE, including any attachments, exhibits, documents, or materials incorporated by reference, and any amendments executed by the parties.

2. ACCESS TO DATA

In compliance with RCW 39.26.180, the GRANTEE shall provide access to data generated under this Grant Agreement 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.

3. ADVANCE PAYMENTS PROHIBITED

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

4. ALL WRITINGS CONTAINED HEREIN

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

5. AMENDMENTS

This Grant Agreement 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.

6. 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.

7. ASSIGNMENT

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

8. ATTORNEYS' FEES

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

9. 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 comacctoffice@commerce.wa.gov or a hard copy to:

Department of Commerce
ATTN: Audit Review and Resolution Office
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.

10. BREACHES OF OTHER STATE CONTRACTS

GRANTEE is expected to comply with all other contracts executed between GRANTEE and the State of Washington. A breach of any other agreement entered into between GRANTEE and the State of Washington may, in COMMERCE's discretion, be deemed a breach of this Agreement.

11. 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 Agreement 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 Agreement 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.

12. 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, RCW 42.52 and RCW 42.23; 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 RCW 42.52. The GRANTEE and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on this Grant Agreement, or any matter related to the project funded under this Grant Agreement 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 Agreement. Any person identified by the GRANTEE and their subcontractors(s) must be identified individually 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 Agreement.

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.

13. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant Agreement 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 Agreement, but that incorporate pre-existing materials not produced under the Grant Agreement, 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 Agreement, 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 Agreement. 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 Agreement. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the GRANTEE.

14. DISPUTES

Except as otherwise provided in this Grant Agreement, 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 Agreement 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 Agreement 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.

15. 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. The GRANTEE certifies that work to be performed under this contract does not duplicate any work to be charged against any other grant, subgrant/subcontract, or agreement.

16. GOVERNING LAW AND VENUE

This Grant Agreement 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.

17. 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 for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, 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 subcontractor or its employees.

The GRANTEE'S obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the GRANTEE, its subcontractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the GRANTEE or its subcontractors, agents, or employees.

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.

18. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent contractor relationship will be created by this Grant Agreement. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Grant Agreement, 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 Agreement 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. The funds provided under this contract may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this grant.

24. 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.

25. 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.

26. 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.

27. RECAPTURE

In the event that the GRANTEE fails to perform this Grant Agreement in accordance with state laws, federal laws, and/or the provisions of this Grant Agreement, 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 Agreement.

28. RECORDS MAINTENANCE

The GRANTEE shall maintain books, records, documents, data and other evidence relating to this Grant Agreement 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 Agreement.

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 Agreement, 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.

29. REGISTRATION WITH DEPARTMENT OF REVENUE

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

30. RIGHT OF INSPECTION

At no additional cost, 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 Agreement.

31. 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 Agreement and prior to normal completion, COMMERCE may terminate the Grant Agreement under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant Agreement may be amended to reflect the new funding limitations and conditions.

32. SEVERABILITY

The provisions of this Grant Agreement 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 Agreement.

33. 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.

34. 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 Agreement.

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. Every subgrant/subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a subgrantee's/subcontractor's performance of the subgrant/subcontract. 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.

35. 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.

36. 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.

37. 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 Agreement, 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 Agreement 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 Agreement and the replacement or cover Grant Agreement and all administrative costs directly related to the replacement Grant Agreement, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Grant Agreement, 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 Agreement. 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 Agreement are not exclusive and are, in addition to any other rights and remedies, provided by law.

38. TERMINATION FOR CONVENIENCE

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

39. TERMINATION PROCEDURES

Upon termination of this Grant Agreement, COMMERCE, in addition to any other rights provided in this Grant Agreement, may require the GRANTEE to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant Agreement 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 Agreement. 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 Agreement 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 Agreement 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 Agreement 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 Agreement, which is in the possession of the GRANTEE and in which COMMERCE has or may acquire an interest.

40. 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 Agreement, 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 Agreement, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant Agreement, or (ii) commencement of use of such property in the performance of this Grant Agreement, 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 Agreement.
- 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 Agreement

All reference to the GRANTEE under this clause shall also include GRANTEE'S employees, agents or subgrantees/subcontractors.

41. 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 Agreement 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 by the City of Shelton for capital expenditures for the Shelton Water Reclamation Facility project. Funds will be used to improve the existing headworks and addition of a new primary screen headworks at the Reclaimed Water Treatment Plant to accommodate flows beyond the 20 year planning period identified in the City's General Sewer/Wastewater Facility Plan. The Project is located at 10891 U.S. Highway 101, Shelton, WA 98584.

This Project will benefit the public with significant environmental benefit realized as the reclaimed water plant is utilized in treating wastewater that is then recycled, re-used, and excess treated water not utilized is infiltrated back into the ground. The upgrades to the plant will allow the City to treat wastewater more efficiently and effectively at the plant and has been recognized as a significant resource in helping instream flows within the Goldsborough Creek drainage basin. The Project with other future projects aims to gradually decrease the City's discharges into Oakland Bay. This reduction will not only lessen adverse effects on the local shellfish industry but also improve the overall water quality of the bay.

Project activities will include and not be limited to:

- Building Permits/Fees
- Construction Labor and Materials
- Construction Management

The project will begin June 2024 and is expected to be completed by June 2025.

Costs related to the work will only be reimbursed to the extent the work is determined by Commerce to be within the scope of the legislative appropriation.

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	\$3,200,000.00
<i>Other Grants</i>		
Grant #1		\$
Total Other Grants		\$0.00
<i>Other Loans</i>		
Loan #1		\$
Total Loans		\$0.00
<i>Other Local Revenue</i>		
Source #1	City of Shelton - City Sewer Utility Funds	\$465,000.00
Total Local Revenue		\$465,000.00
<i>Other Funds</i>		
Source #1		\$
Total Other Funds		\$0.00
Total Project Funding		\$3,665,000.00

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 on the date the appropriation becomes effective, 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.

GRANTEE

TITLE

DATE

NOT APPLICABLE



Budget Authorization Erin LaLonde		5/14/2024 1:55 PM PDT
Grant Manager Lena Moore		5/14/2024 2:01 PM PDT
Grant Manager		
Managing Director		
Deputy Assistant Director		
Assistant Director		

Certificate Of Completion

Envelope Id: A21CEF92BF174090AED5C003621EE76A

Status: Sent

Subject: Complete with DocuSign: Contract_22-96515-050.docx, DocuSign routing Checklist.docx

Division:

Local Government

Program: The Infrastructure Projects

ContractNumber: 22-96515-050

DocumentType: Contract

Source Envelope:

Document Pages: 29

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 2

Lena Moore

AutoNav: Enabled

1011 Plum Street SE

Envelopeld Stamping: Enabled

MS 42525

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Olympia, WA 98504-2525

lena.moore@commerce.wa.gov

IP Address: 198.238.75.161

Record Tracking

Status: Original

Holder: Lena Moore

Location: DocuSign

5/14/2024 1:21:04 PM

lena.moore@commerce.wa.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Washington State Department of Commerce

Location: DocuSign

Signer Events

Signature

Timestamp

Erin LaLonde



Sent: 5/14/2024 1:43:04 PM

erin.lalonde@commerce.wa.gov

Viewed: 5/14/2024 1:54:16 PM

Security Level: Email, Account Authentication (None)

Signed: 5/14/2024 1:55:58 PM

Signature Adoption: Pre-selected Style

Using IP Address: 198.239.10.193

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Lena Moore



Sent: 5/14/2024 1:56:00 PM

lena.moore@commerce.wa.gov

Viewed: 5/14/2024 2:01:09 PM

Security Level: Email, Account Authentication (None)

Signed: 5/14/2024 2:01:18 PM

Signature Adoption: Pre-selected Style

Using IP Address: 198.238.75.161

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Mark Ziegler, City Manager

Sent: 5/14/2024 2:01:21 PM

mark.ziegler@sheltonwa.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Accepted: 4/12/2024 9:41:26 AM

ID: ecfcccd1-b431-4b7e-8c89-5fb91acc0cf1

Lena Moore

lena.moore@commerce.wa.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events	Signature	Timestamp
---------------	-----------	-----------

Addeline Craig
addeline.craig@commerce.wa.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Tony Hanson
tony.hanson@commerce.wa.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Mark Barkley
mark.barkley@commerce.wa.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
-------------------------	-----------	-----------

Editor Delivery Events	Status	Timestamp
------------------------	--------	-----------

Agent Delivery Events	Status	Timestamp
-----------------------	--------	-----------

Intermediary Delivery Events	Status	Timestamp
------------------------------	--------	-----------

Certified Delivery Events	Status	Timestamp
---------------------------	--------	-----------

Carbon Copy Events	Status	Timestamp
--------------------	--------	-----------

Aaron Nix, Capital Projects Manager
aaron.nix@sheltonwa.gov
Security Level: Email, Account Authentication (None)

COPIED

Sent: 5/14/2024 2:01:20 PM
Viewed: 5/14/2024 2:56:33 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Sheila Lee
sheila.lee@commerce.wa.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
-------------------------	--------	------------

Envelope Sent Hashed/Encrypted 5/14/2024 1:43:04 PM

Payment Events	Status	Timestamps
----------------	--------	------------

Electronic Record and Signature Disclosure
--

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Washington State Department of Commerce (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.15 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Washington State Department of Commerce:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: docusign@commerce.wa.gov

To advise Washington State Department of Commerce of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at docusign@commerce.wa.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Washington State Department of Commerce

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Washington State Department of Commerce

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Washington State Department of Commerce as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Washington State Department of Commerce during the course of your relationship with Washington State Department of Commerce.



CITY OF SHELTON, WASHINGTON - CITY COUNCIL

City Council Meeting Minutes
May 7, 2024 – 6:00 p.m.
Civic Center & Virtual Platform

COUNCILMEMBERS AND PERSONNEL

Councilmembers:

Mayor Eric Onisko
George Blush
Tom Gilmore
Miguel Gutierrez
Sharon Schirman
Melissa Stearns

Personnel:

City Manager Mark Ziegler
City Clerk Donna Nault
Parks and Recreation Supervisor Jordanne Krumpols
Police Chief Chris Kostad
Public Works Director Jay Harris
Finance Director Mike Githens

CALL TO ORDER

Call to Order: 6:00 p.m.
Pledge of Allegiance: Mayor Onisko
Roll Call: City Clerk Nault – All Present

LATE CHANGES TO THE AGENDA

Remove Item E-4 from the Business Agenda

CITY COUNCIL REPORTS

None

CONSENT AGENDA

1. Vouchers numbered 110497 through 110529 and EFT payment numbers 280 through 292 in the total amount of \$276,051.14
2. Vouchers numbered 110532 through 110582 and EFT payment numbers 293 through 312 in the total amount of \$133,010.55
3. Vouchers numbered 110583 through 110634 and EFT payment numbers 313 through 327 in the total amount of \$149,287.18
4. Minutes:
 - Business Meeting of March 5, 2024
 - Study Session of March 12, 2024
 - Business Meeting of March 19, 2024

A motion was made by Councilmember Gutierrez and seconded by Councilmember Schirman to approve the consent agenda as published. Passed.

PRESENTATIONS

1. Overlook Park Eagle Scout Project

Parks and Recreation Supervisor Krumpols presented information regarding the picnic table that was built and installed at Overlook Park by Eagle Scout Russell Lees from Troop #9112. Discussion followed.

2. Swearing-in of Limited Commission Officers

Mayor Onisko swore in two limited commission officers. Code Enforcement Officer Will Gano and Animal Control Officer Leavi Hinchcliff. Discussion followed.

3. Proclamation – National Public Works Week

Mayor Onisko read the proclamation. Discussion followed.

4. Police Department Annual Report – Presented by Police Chief Chris Kostad

Police Chief Kostad presented the 2023 Police Department annual report. Discussion followed.

5. 2023 Transportation Benefit District Annual Report – Presented by Public Works Director Jay Harris

Public Works Director Harris presented information regarding the 2023 transportation benefit district annual report. Discussion followed.

BUSINESS AGENDA

1. Resolution No. 1328-0324 WWTP Back-Up Disinfection System Grant Acceptance – Presented by Public Works Director Jay Harris.

Public Works Director Harris presented information regarding the WWTP back-up disinfection system grant acceptance. Discussion followed. No public comment.

A motion was made by Councilmember Gutierrez and seconded by Councilmember Schirman to place Resolution No. 1328-0324 onto the action agenda for further consideration at the May 21, 2024, meeting. Passed.

2. Resolution No. 1331-0424 Amendment #3 Satellite Plant Tank Wetland Delineation Work – Presented by Public Works Director Jay Harris.

Public Works Director Harris presented information regarding amendment #3 for the satellite plant tank wetland delineation work. Discussion followed. No public comment.

A motion was made by Councilmember Gutierrez and seconded by Councilmember Schirman to place Resolution No. 1331-0424 onto the action agenda for further consideration at the May 21, 2024 meeting. Passed.

3. Council Protocol Manual & Strategic Goals Update – Presented by City Manager Mark Ziegler

City Manager Ziegler presented information regarding the council protocol manual & strategic goals update. Discussion followed. No public comment.

A motion was made by Councilmember Gutierrez and seconded by Councilmember Schirman to place the Council Protocol Manual, Policy 100-10 and 2022-2025 Council Strategic Goals onto the action agenda for further consideration at the May 21, 2024, meeting. Passed.

~~4. Use Agreement for Mason County Historical Society – Presented by City Manager Mark Ziegler~~

5. Resolution No. 1330-0424 Approving C Street Landfill Environmental Covenant – Presented by City Manager Mark Ziegler.

City Manager Ziegler presented information regarding approving the C Street landfill environmental covenant. Discussion followed. No public comment.

A motion was made by Councilmember Gutierrez and seconded by Councilmember Blush to place Resolution No. 1330-0424 onto the action agenda for further consideration at the May 21, 2024 meeting. Passed.

ACTION AGENDA

1. Resolution No. 1317-0224 Police Vehicle Purchase – Presented by Finance Director Mike Githens.

Finance Director Githens presented information regarding a police vehicle purchase. Discussion followed. No public comment. City Clerk Nault provided a reading of Resolution No. 1317-0224.

A motion was made by Councilmember Gutierrez and seconded by Councilmember Schirman to approve Resolution No. 1317-0224 as presented. Passed.

ADMINISTRATION REPORT

1. City Manager Report

- Special Event season is ramping up
- Forest Festival is coming up, Council members are able to ride on the City's float
- Community Clean Up event continues this weekend
- Empty Bowls event continues tomorrow night

GENERAL PUBLIC COMMENT (3-minute time limit)

In-Person:

Emily Ruth
Dana Anderson
Jaiden Evans
Dean Jewett

A motion as made by Councilmember Gutierrez and seconded by Councilmember Schirman to extend the meeting by 15 minutes. Passed.

Zoom:

Colleen Carmichael

NEW ITEMS FOR DISCUSSION

None

ANNOUNCEMENT OF NEXT MEETING

Study Session – May 14, 2024 at 6:00 p.m.

City Council Meeting – May 21, 2024 at 6:00 p.m.

MEETING ADJOURN

Mayor Onisko adjourned the meeting at 8:04 p.m.

Mayor Eric Onisko

City Clerk Donna Nault



CITY OF SHELTON, WASHINGTON - CITY COUNCIL

Special Meeting Minutes
May 14, 2024 – 6:00 p.m.
Civic Center & Virtual Platform

COUNCILMEMBERS AND PERSONNEL

Councilmembers:

Mayor Eric Onisko
George Blush
Tom Gilmore
Miguel Gutierrez
Sharon Schirman
Melissa Stearns

Personnel:

City Manager Mark Ziegler
City Clerk Donna Nault

Special Guests:

Tiffany Anderson
Kathy McDowell
David Pierik
Lyndsey Sapp

CALL TO ORDER

Call to Order: 6:00 p.m.
Pledge of Allegiance: Mayor Onisko
Roll Call: City Clerk Nault – All present

COUNCIL VACANCY INTERVIEWS

Process and Procedures – Presented by City Manager Mark Ziegler

1. Announcement of order of interviews
2. The Council will interview each candidate one at a time for a Maximum of 30 minutes. Each candidate will be asked the same set of interview questions, followed by a maximum 10-minute informal question and answer period for follow-up questions.
3. To maintain fairness to all candidates and to protect the integrity of the interview process, candidates are requested to wait outside the Council Chambers until called for their interview.

Candidates were provided instructions on the interview process and then excused to the Civic Center Lobby area. City Manager Ziegler and City Clerk Nault randomly drew candidate names to determine the order in which the interviews would be conducted.

The order of candidate interviews was as follows:

1. Tiffany Anderson
2. Kathy McDowell
3. Lyndsey Sapp
4. David Pierik

EXECUTIVE SESSION

To discuss the qualifications of an applicant/candidate for appointment to elective office – RCW 42.30.110(1)(h)

The Council and City Manager moved to Executive Session at 7:04 p.m. They reconvened at 7:19 p.m.

COUNCIL VOTE ON SUCCESSFUL CANDIDATE

Mayor Onisko opened the floor for candidate nominations.

Nominations:

Councilmember Schirman nominated Lyndsey Sapp
Councilmember Gutierrez nominated David Pierik

Councilmember Stearns nominated Tiffany Anderson

A motion was made by Councilmember Blush and seconded by Councilmember Schirman to close nominations. Passed.

Mayor Onisko asked Councilmembers, one at a time, to declare their candidate by voice. The first candidate to receive four votes would be appointed. Further, if no single candidate receives four votes in the first round of voting, Councilmembers would be required to repeat the process until a candidate receives the required number of votes.

City Clerk Nault began the roll call vote.

Round One of Voting:

Councilmember Gilmore – Lyndsey Sapp
Councilmember Stearns – Tiffany Anderson
Mayor Onisko – Lyndsey Sapp
Councilmember Gutierrez – David Pierik
Councilmember Schirman – Lyndsey Sapp
Councilmember Blush – Lyndsey Sapp

Lyndsey Sapp was selected as the new Councilmember.

MEETING ADJOURN

Mayor Onisko adjourned the meeting at 7:21 p.m.

Mayor Eric Onisko

City Clerk Donna Nault

April 2024 Monthly Financial Report

City of Shelton, Washington

General Fund Overview

	2024 Budget	2024 thru April	2024 Est Actual	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
Revenues	15,437,793	4,891,325	15,648,221	210,428	1.4%
Expenditures	15,565,271	4,705,287	15,404,478	160,793	1.0%
Net Revenues Less Expenditures	(127,478)	186,038	243,744	371,222	
Beginning Fund Balance	5,375,947		5,375,947		
Ending Fund Balance	5,248,469		5,619,691		
	33.7%		36.1%		
Ending Fund Balance Breakdown:					
Reserved - 20% of Budget	3,113,054		3,113,054		
Unreserved Fund Balance	2,135,415		2,506,637		
Total Fund Balance	5,248,469		5,619,691		

Summary

2024 estimated actuals are based on historical data, YTD activity, known adjustments and are not year-end actuals. 2022 and 2023 amounts included in this report are unaudited.

Analysis through April shows an overall Positive budget variance of \$371 thousand.

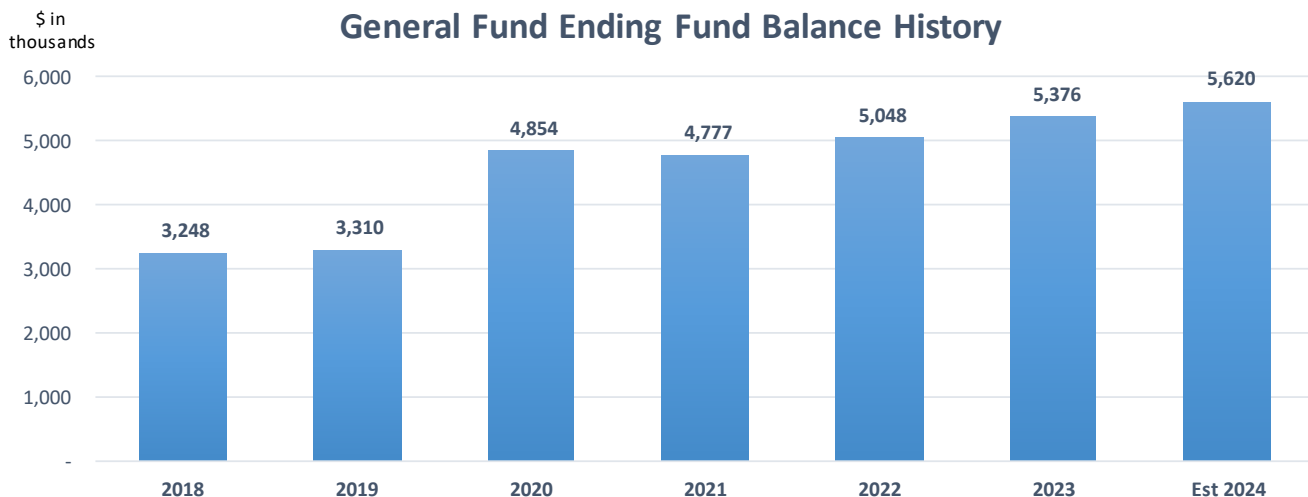
General Fund Reserves are estimated to end the year at \$5.6 million, or 36.1% of 2024 budgeted expenditures.

Revenue Overview

Revenues are currently estimated to end the year approximately \$210 thousand, or 1.4% more than budgeted.

Expenditure Overview

Expenditures are currently estimated to end the year approximately \$160 thousand, or 1.0% less than budgeted.



April 2024 Monthly Financial Report

City of Shelton, Washington

General Fund Overview - Revenues

Revenue Categories	2024 Budget	2024 thru April	2024 Est Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
Taxes:					
Property	2,997,899	368,393	2,997,899	-	0.0%
Sales & Use	3,525,360	1,202,749	3,526,348	988	0.0%
City Utility	1,448,082	534,026	1,499,870	51,788	3.6%
Non-City Utility	1,341,400	520,482	1,359,473	18,073	1.3%
Business & Occupation	1,308,110	423,931	1,271,790	(36,320)	-2.8%
Other	53,930	25,360	53,699	(231)	-0.4%
Licenses & Permits	295,050	103,683	270,806	(24,244)	-8.2%
Intergovernmental Revenue	669,070	353,009	713,207	44,137	6.6%
Charges for Goods/Services	3,527,342	1,144,099	3,561,796	34,454	1.0%
Fines and Penalties	92,550	22,021	60,080	(32,470)	-35.1%
Miscellaneous Revenue	132,000	193,571	286,253	154,253	116.9%
Transfers In	47,000	-	47,000	-	0.0%
Total Revenues	15,437,793	4,891,325	15,648,221	210,428	1.4%

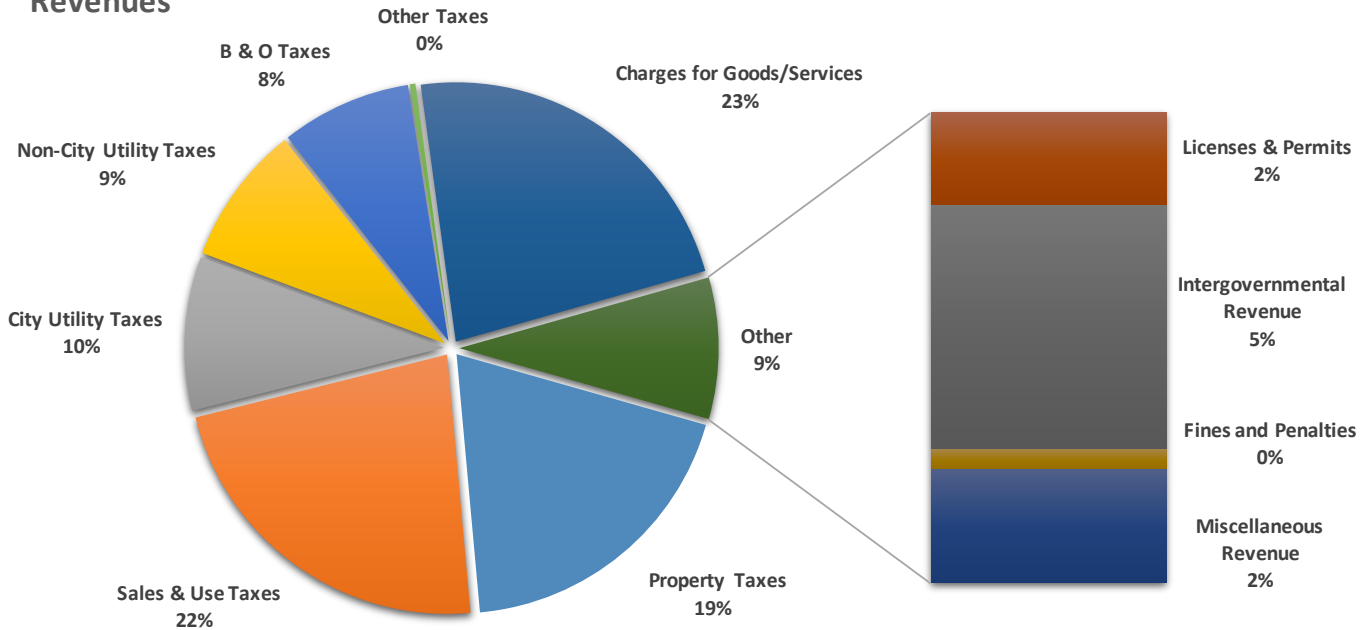
*2024 estimated actuals are based on historical data, YTD activity, known adjustments and are not year-end actuals.

Variance analysis for revenues is provided for particular line items or those in which the estimated actual amount differs from the budgeted amount by at least 10% and \$75,000.

Variance Notes

Miscellaneous: Over budget due to abatement lein of \$36k and opioid settlement of \$58k.

2024 Estimated General Fund Revenues



April 2024 Monthly Financial Report

City of Shelton, Washington

General Fund Overview - Expenditures

Department	2024 Budget	2024 thru April	2024 Est Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
City Clerk	261,013	62,202	244,378	16,635	6.4%
City Council	75,963	25,145	75,110	853	1.1%
City Manager					
City Manager	450,094	150,186	457,417	(7,323)	-1.6%
Legal	375,170	110,048	379,810	(4,640)	-1.2%
Detentions/Corrections-Contract	504,390	48,854	504,390	-	0.0%
Human Resources	161,119	45,362	163,271	(2,152)	-1.3%
Risk Management	124,367	88,785	139,156	(14,789)	-11.9%
Community & Economic Development					
Animal Control	174,435	78,102	237,260	(62,825)	-36.0%
Code Enforcement	157,780	59,981	174,830	(17,050)	-10.8%
Community Development	757,066	212,661	760,540	(3,474)	-0.5%
Parks & Facilities					
Civic Center Activities	59,588	16,161	59,948	(360)	-0.6%
Facility Services	747,243	225,997	762,850	(15,607)	-2.1%
Parks & Recreation	666,958	190,587	672,913	(5,955)	-0.9%
Finance					
Finance	1,421,224	427,222	1,399,172	22,052	1.6%
Information Technology	418,643	120,695	396,130	22,513	5.4%
Fire & Emergency Services	2,583,353	850,674	2,556,997	26,356	1.0%
Municipal Court	730,375	245,722	730,245	130	0.0%
Non-Departmental	826,530	131,688	750,509	76,021	9.2%
Police	4,127,310	1,404,909	4,080,042	47,268	1.1%
Public Works	942,650	210,307	859,509	83,141	8.8%
Total Expenditures	15,565,271	4,705,287	15,404,478	160,793	1.0%

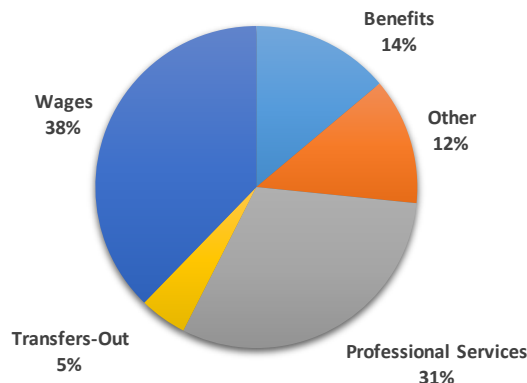
*2024 estimated actuals are based on historical data, YTD activity, known adjustments and are not year-end actuals.

Variance analysis for expenditures is provided for particular departments which have an estimated actual amount that differs from the budgeted amount by at least 10% and \$75,000.

Variance Notes

None

2024 Estimated General Fund Expenditures



April 2024 Monthly Financial Report

City of Shelton, Washington

General Fund Year-to-Year

	2022 Actual	2023 Actual	2024 Budget	2024 thru April	2024 Est Actual
Beginning Fund Balance	4,777,607	5,047,716	5,375,947	5,375,947	5,375,947
Revenues					
Taxes:					
Property	2,546,998	2,788,309	2,997,899	368,393	2,997,899
Sales & Use	3,436,648	3,595,781	3,525,360	1,202,749	3,526,348
City Utility	1,474,584	1,528,927	1,448,082	534,026	1,499,870
Non-City Utility	1,205,659	1,290,740	1,341,400	520,482	1,359,473
Business & Occupation	985,461	802,272	1,308,110	423,931	1,271,790
Other	60,421	76,386	53,930	25,360	53,699
Licenses & Permits	306,329	306,906	295,050	103,683	270,806
Intergovernmental Revenue	2,147,469	592,006	669,070	353,009	713,207
Charges for Goods/Services	3,060,577	3,423,381	3,527,342	1,144,099	3,561,796
Fines and Penalties	51,581	49,639	92,550	22,021	60,080
Miscellaneous Revenue	260,291	397,855	132,000	193,571	286,253
Transfers In	128	87,712	47,000	-	47,000
Total Revenues	15,536,147	14,939,914	15,437,793	4,891,325	15,648,221
Expenditures					
City Clerk	238,028	226,373	261,013	62,202	244,378
City Council	77,768	63,480	75,963	25,145	75,110
City Manager					
City Manager	344,279	408,587	450,094	150,186	457,417
Legal	277,979	343,008	375,170	110,048	379,810
Detentions/Corrections-Contract	339,327	203,718	504,390	48,854	504,390
Human Resources	327,848	274,902	161,119	45,362	163,271
Risk Management	136,360	143,699	124,367	88,785	139,156
Community & Economic Development					
Animal Control	83,700	104,441	174,435	78,102	237,260
Code Enforcement	81,285	175,504	157,780	59,981	174,830
Community Development	563,250	707,010	757,066	212,661	760,540
Parks & Facilities					
Civic Center Activities	51,915	56,058	59,588	16,161	59,948
Facility Services	652,720	676,755	747,243	225,997	762,850
Parks & Recreation	575,245	620,303	666,958	190,587	672,913
Finance					
Finance	1,079,083	1,124,192	1,421,224	427,222	1,399,172
Information Technology	374,562	449,597	418,643	120,695	396,130
Fire & Emergency Services	1,690,846	2,491,434	2,583,353	850,674	2,556,997
Municipal Court	666,977	744,467	730,375	245,722	730,245
Non-Departmental	3,195,012	1,338,433	826,530	131,688	750,509
Police	3,613,017	3,736,337	4,127,310	1,404,909	4,080,042
Public Works	896,836	723,386	942,650	210,307	859,509
Total Expenditures	15,266,038	14,611,683	15,565,271	4,705,287	15,404,478
Net Revenues less Expenditures	270,109	328,231	(127,478)	186,038	243,744
Ending Fund Balance	5,047,716	5,375,947	5,248,469	5,561,985	5,619,691
General Fund Reserves	5,047,716	5,375,947	5,248,469		5,619,691
based on same year actuals/budget	33.1%	36.8%	33.7%		36.5%

April 2024 Monthly Financial Report

City of Shelton, Washington

General Fund Month-to-Month

	2022 thru April	2023 thru April	2024 thru April	2024 - 2023 Variance		% of Budget
Revenues						
Taxes:						
Property	407,474	419,941	368,393	(51,548)	-12.3%	12.3%
Sales & Use	1,067,702	1,150,768	1,202,749	51,981	4.5%	34.1%
City Utility	511,486	483,966	534,026	50,060	10.3%	36.9%
Non-City Utility	489,343	526,966	520,482	(6,484)	-1.2%	38.8%
Business & Occupation	445,650	323,388	423,931	100,543	31.1%	32.4%
Other	17,803	21,574	25,360	3,786	17.5%	47.0%
Licenses & Permits	129,519	118,102	103,683	(14,418)	-12.2%	35.1%
Intergovernmental Revenue	278,370	300,676	353,009	52,333	17.4%	52.8%
Charges for Goods/Services	1,016,237	1,184,375	1,144,099	(40,276)	-3.4%	32.4%
Fines and Penalties	19,389	16,501	22,021	5,520	33.5%	23.8%
Miscellaneous Revenue	86,910	100,822	193,571	92,749	92.0%	146.6%
Transfers In	-	-	-	-		0.0%
Total Revenues	4,469,882	4,647,079	4,891,325	244,246	5.3%	31.7%
Expenditures						
City Clerk	92,865	87,164	62,202	(24,962)	-28.6%	23.8%
City Council	31,786	22,049	25,145	3,096	14.0%	33.1%
City Manager						
City Manager	134,087	169,712	150,186	(19,527)	-11.5%	33.4%
Legal	75,142	91,180	110,048	18,868	20.7%	29.3%
Detentions/Corrections-Contrac	112,889	48,347	48,854	507	1.0%	9.7%
Human Resources	131,406	132,290	45,362	(86,929)	-65.7%	28.2%
Risk Management	69,091	83,613	88,785	5,172	6.2%	71.4%
Community & Economic Development						
Animal Control	24,569	26,998	78,102	51,104	189.3%	44.8%
Code Enforcement	31,828	71,760	59,981	(11,780)	-16.4%	38.0%
Community Development	182,607	231,770	212,661	(19,109)	-8.2%	28.1%
Parks & Facilities						
Civic Center Activities	16,497	22,603	16,161	(6,442)	-28.5%	27.1%
Facility Services	208,733	230,456	225,997	(4,459)	-1.9%	30.2%
Parks & Recreation	158,997	224,501	190,587	(33,915)	-15.1%	28.6%
Finance						
Finance	328,213	424,148	427,222	3,074	0.7%	30.1%
Information Technology	104,638	140,445	120,695	(19,750)	-14.1%	28.8%
Fire & Emergency Services	564,239	841,861	850,674	8,813	1.0%	32.9%
Municipal Court	228,396	273,239	245,722	(27,517)	-10.1%	33.6%
Non-Departmental	52,501	53,973	131,688	77,715	144.0%	15.9%
Police	1,278,213	1,335,857	1,404,909	69,053	5.2%	34.0%
Public Works	303,948	255,075	210,307	(44,768)	-17.6%	22.3%
Total Expenditures	4,130,645	4,767,040	4,705,287	(61,753)	-1.3%	30.2%

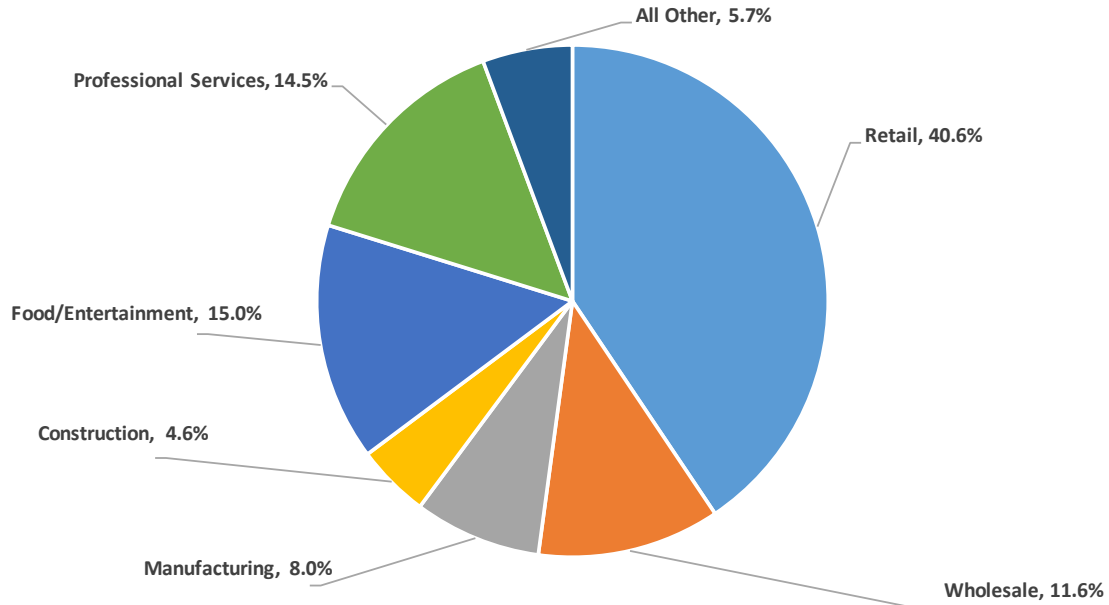
This Month-to-Month presentation does not include variance notes. Common variances are due to timing of receipts and expenditures. Totals reported are year-to-date through April which is 33.3% of the year.

April 2024 Monthly Financial Report

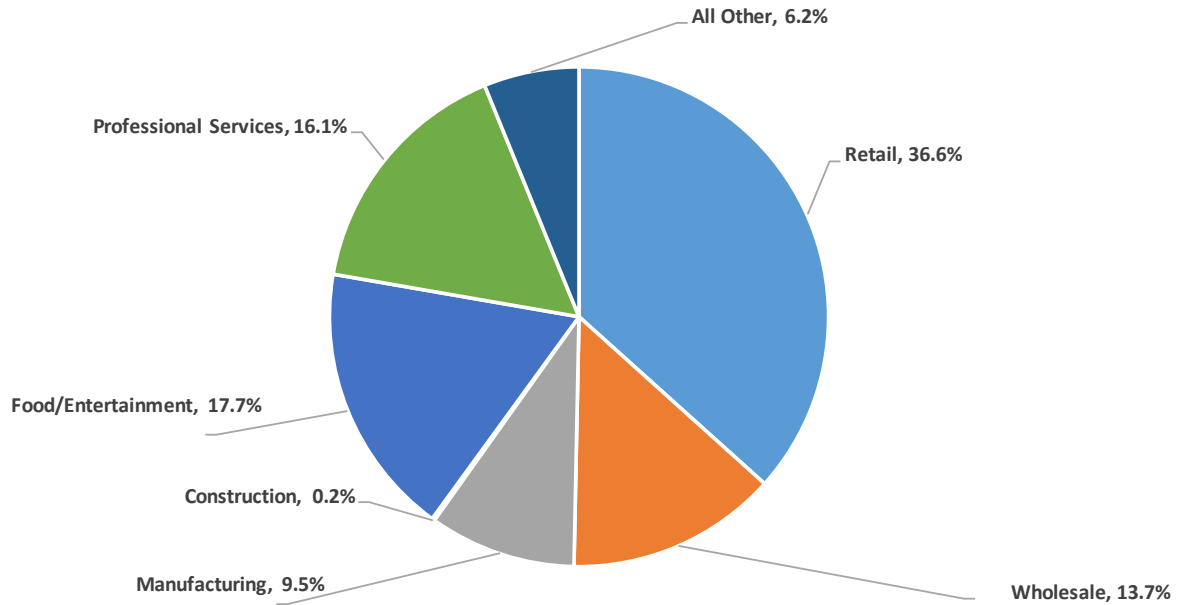
City of Shelton, Washington

Sales Tax Breakdown by Type

2024 thru April



April 2024



April 2024 Monthly Financial Report

City of Shelton, Washington

Fund Balances

Fund	2024					
	Beginning Fund Balance	2024 Estimated Revenue	2024 Estimated Expenditure	2024 Estimated Fund Balance	\$ Change	% Change
City-wide Fund Balances						
General Fund	5,375,947	15,648,221	15,404,478	5,619,691	243,744	4.5%
Street Fund	697,708	1,789,097	1,899,291	587,514	(110,194)	-15.8%
Capital Resource Funds						
Real Estate Excise Tax -1	564,950	94,474	102,570	556,854	(8,096)	-1.4%
Real Estate Excise Tax -2	785,498	99,912	90,000	795,410	9,912	1.3%
Transport Benefit District	1,527,227	22,000	832,000	717,227	(810,000)	-53.0%
Traffic Impact Fees	786,725	51,582	-	838,307	51,582	6.6%
General Resources	1,181,350	22,969	23,000	1,181,319	(31)	0.0%
Tourism Fund	81,739	50,000	97,248	34,491	(47,248)	-57.8%
Bond Fund	7,592	180,100	180,100	7,592	-	0.0%
Capital Improvement Fund	663,979	1,477,135	1,797,500	343,614	(320,365)	-48.2%
Water Fund	2,485,233	3,273,198	4,404,509	1,353,922	(1,131,311)	-45.5%
Water Capital Fund	1,092,787	2,579,500	1,787,560	1,884,727	791,940	72.5%
Sewer Fund	4,439,434	6,902,883	7,954,729	3,387,588	(1,051,846)	-23.7%
Sewer Capital Fund	662,153	4,221,810	6,510,500	(1,626,537)	(2,288,690)	-345.6%
Solid Waste Fund	294,543	129,288	171,938	251,893	(42,650)	-14.5%
Storm Drainage Fund	1,278,325	1,874,997	2,166,152	987,170	(291,155)	-22.8%
Storm Drainage Capital Fund	10,854	395,000	395,000	10,854	-	0.0%
Payroll Benefits Fund	220,708	137,060	116,248	241,521	20,813	9.4%
Equipment Rental Fund	411,211	771,000	591,348	590,863	179,652	43.7%
Firefighters Pension Fund	387,414	15,000	75,584	326,830	(60,584)	-15.6%
Library Endowment Fund	128,936	1,500	24,000	106,436	(22,500)	-17.5%
City-wide Fund Totals	23,084,313	39,736,726	44,623,754	18,197,285	(4,887,028)	-21.2%

City-Wide FTE by Fund

General Fund	2023 Revised	2024 Budget	Apr 30 Vacancies
City Council	7.00	7.00	-
Municipal Court	4.50	5.03	-
City Clerk*	2.00	1.50	-
City Manager	2.00	2.00	-
Human Resources	2.85	1.00	-
Information Technology	1.15	1.00	-
Finance	7.00	9.50	0.50
Public Works	5.10	4.60	1.00
Police	21.00	21.00	3.00
Community Development	5.85	5.85	1.00
Parks, Rec & Facilities	8.00	7.00	-
Total General Fund	66.45	65.48	5.50

Other City Funds	2023 Revised	2024 Budget	Apr 30 Vacancies
Street Operating	4.65	4.65	-
Water Utility	8.80	8.80	0.40
Sewer Utility	11.70	11.70	1.20
Storm Drainage Utility	7.60	7.60	0.30
Equip. Maint. & Rental	1.30	1.30	0.10
Total Other Funds	34.05	34.05	2.00
Total City	100.50	99.53	7.50

April 2024 Monthly Financial Report

City of Shelton, Washington

City-Wide Overview - Revenues & Expenditures

Fund	2024 Budget	2024 thru April	2024 Est Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
General Fund					
Taxes	10,674,781	3,074,941	10,709,079	34,298	0.3%
Licenses & Permits	295,050	103,683	270,806	(24,244)	-8.2%
Intergovernmental Revenue	669,070	353,009	713,207	44,137	6.6%
Charges for Goods/Services	3,527,342	1,144,099	3,561,796	34,454	1.0%
Fines and Penalties	92,550	22,021	60,080	(32,470)	-35.1%
Miscellaneous Revenue	132,000	193,571	286,253	154,253	116.9%
Transfers In	47,000	-	47,000	-	0.0%
Total Revenues	15,437,793	4,891,325	15,648,221	210,428	1.4%
Wages	5,854,052	1,710,882	5,814,088	39,964	0.7%
Benefits	2,369,590	663,247	2,138,583	231,007	9.7%
Professional Services	4,664,168	1,308,682	4,757,624	(93,456)	-2.0%
Transfers-Out	818,530	123,939	734,760	83,770	10.2%
Other	1,858,931	898,538	1,959,422	(100,491)	-5.4%
Total Expenditures	15,565,271	4,705,287	15,404,478	160,793	1.0%
Net Revenues Less Expenditures	(127,478)	186,038	243,744	371,222	
Street Fund					
Taxes	675,000	245,539	675,000	-	0.0%
Licenses & Permits	10,000	3,630	10,890	890	8.9%
Intergovernmental Revenue	199,000	59,197	177,590	(21,410)	-10.8%
Charges for Goods/Services	106,120	36,940	110,820	4,700	4.4%
Miscellaneous Revenue	1,500	17,600	24,797	23,297	1553.1%
Transfers In	790,000	-	790,000	-	0.0%
Total Revenues	1,781,620	362,907	1,789,097	7,477	0.4%
Wages	387,638	118,866	389,312	(1,674)	-0.4%
Benefits	180,622	53,685	178,896	1,726	1.0%
Professional Services	397,440	7,588	396,306	1,134	0.3%
Other	921,058	353,176	934,777	(13,719)	-1.5%
Total Expenditures	1,886,758	533,315	1,899,291	(12,533)	-0.7%
Net Revenues Less Expenditures	(105,138)	(170,408)	(110,194)	(5,056)	
Capital Resources - Real Estate Excise Tax - 1 (REET-1)					
Taxes	52,500	30,836	75,000	22,500	42.9%
Miscellaneous Revenue	-	8,288	19,474	19,474	
Total Revenues	52,500	39,124	94,474	41,974	80.0%
Transfers-Out	102,570	-	102,570	-	0.0%
Total Expenditures	102,570	-	102,570	-	0.0%
Net Revenues Less Expenditures	(50,070)	39,124	(8,096)	41,974	

*2024 estimated actuals are based on historical data, YTD activity, known adjustments and are not year-end actuals.

April 2024 Monthly Financial Report

City of Shelton, Washington

City-Wide Overview - Revenues & Expenditures

Fund	2024 Budget	2024 thru April	2024 Est Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
Capital Resources - Real Estate Excise Tax - 2 (REET-2)					
Taxes	52,500	30,836	75,000	22,500	42.9%
Miscellaneous Revenue	-	10,785	24,912	24,912	
Total Revenues	52,500	41,621	99,912	47,412	90.3%
Transfers-Out	90,000	45,000	90,000	-	0.0%
Total Expenditures	90,000	45,000	90,000	-	0.0%
Net Revenues Less Expenditures	(37,500)	(3,379)	9,912	47,412	
Capital Resources -Transportation Benefit District (TBD)					
Miscellaneous Revenue	-	14,015	22,000	22,000	
Transfers In	-	-	-	-	
Total Revenues	-	14,015	22,000	22,000	
Transfers-Out	832,000	542,000	832,000	-	0.0%
Total Expenditures	832,000	542,000	832,000	-	0.0%
Net Revenues Less Expenditures	(832,000)	(527,985)	(810,000)	22,000	
Capital Resources - Traffic Impact Fees (TIF)					
Charges for Goods/Services	80,000	-	25,000	(55,000)	-68.8%
Miscellaneous Revenue	-	11,191	26,582	26,582	
Total Revenues	80,000	11,191	51,582	(28,418)	-35.5%
Transfers-Out	-	-	-	-	
Total Expenditures	-	-	-	-	
Net Revenues Less Expenditures	80,000	11,191	51,582	(28,418)	
Capital Resources - General					
Intergovernmental Revenue	-	-	-	-	
Miscellaneous Revenue	-	18,585	22,969	22,969	
Total Revenues	-	18,585	22,969	22,969	
Transfers-Out	23,000	-	23,000	-	0.0%
Total Expenditures	23,000	-	23,000	-	0.0%
Net Revenues Less Expenditures	(23,000)	18,585	(31)	22,969	
Tourism Fund					
Taxes	48,000	16,810	48,000	-	0.0%
Miscellaneous Revenue	100	1,462	2,000	1,900	1900.0%
Total Revenues	48,100	18,272	50,000	1,900	4.0%
Professional Services	97,248	4,500	97,248	-	0.0%
Total Expenditures	97,248	4,500	97,248	-	0.0%
Net Revenues Less Expenditures	(49,148)	13,772	(47,248)	1,900	

*2024 estimated actuals are based on historical data, YTD activity, known adjustments and are not year-end actuals.

April 2024 Monthly Financial Report

City of Shelton, Washington

City-Wide Overview - Revenues & Expenditures

Fund	2024 Budget	2024 thru April	2024 Est Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
Bond Fund					
Taxes	-	-	-	-	
Transfers In	180,100	-	180,100	-	0.0%
Total Revenues	180,100	-	180,100	-	0.0%
Other	180,100	-	180,100	-	0.0%
Total Expenditures	180,100	-	180,100	-	0.0%
Net Revenues Less Expenditures	-	-	-	-	

Capital Improvement Fund					
Intergovernmental Revenue	1,074,500	-	645,500	(429,000)	-39.9%
Charges for Goods/Services	20,000	128,635	128,635	108,635	543.2%
Transfers In	703,000	703,000	703,000	-	0.0%
Total Revenues	1,797,500	831,635	1,477,135	(320,365)	-17.8%
Professional Services	-	29,717	89,150	(89,150)	
Other	1,797,500	23,976	1,708,350	89,150	1.3%
Total Expenditures	1,797,500	53,692	1,797,500	-	0.0%
Net Revenues Less Expenditures	-	777,942	(320,365)	(320,365)	

Water Fund					
Charges for Goods/Services	3,206,210	1,129,056	3,199,954	(6,256)	-0.2%
Miscellaneous Revenue	46,100	43,036	73,244	27,144	58.9%
Total Revenues	3,252,310	1,172,091	3,273,198	20,888	0.6%
Wages	741,496	214,901	710,520	30,976	4.2%
Benefits	303,167	92,789	293,970	9,197	3.0%
Professional Services	251,667	71,169	248,570	3,097	1.2%
Transfers-Out	1,031,000	1,031,000	1,031,000	-	0.0%
Other	2,017,752	661,835	2,120,449	(102,697)	-5.1%
Total Expenditures	4,345,082	2,071,694	4,404,509	(59,427)	-1.4%
Net Revenues Less Expenditures	(1,092,772)	(899,603)	(1,131,311)	(38,539)	

Water Capital Fund					
Intergovernmental Revenue	48,500	1,349,992	1,548,500	1,500,000	3092.8%
Transfers In	1,031,000	1,031,000	1,031,000	-	0.0%
Total Revenues	1,079,500	2,380,992	2,579,500	1,500,000	139.0%
Other	1,079,500	1,293,990	1,787,560	(708,060)	-65.6%
Total Expenditures	1,079,500	1,293,990	1,787,560	(708,060)	-65.6%
Net Revenues Less Expenditures	-	1,087,002	791,940	791,940	

*2024 estimated actuals are based on historical data, YTD activity, known adjustments and are not year-end actuals.

April 2024 Monthly Financial Report

City of Shelton, Washington

City-Wide Overview - Revenues & Expenditures

Fund	2024 Budget	2024 thru April	2024 Est Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
Sewer Fund					
Charges for Goods/Services	6,757,539	2,349,786	6,797,780	40,241	0.6%
Miscellaneous Revenue	18,000	80,192	105,104	87,104	483.9%
Total Revenues	6,775,539	2,429,978	6,902,883	127,344	1.9%
Wages	967,051	283,065	975,430	(8,379)	-0.9%
Benefits	437,406	118,242	423,280	14,126	3.2%
Professional Services	422,085	143,964	449,110	(27,025)	-6.4%
Transfers-Out	1,294,000	1,294,000	1,294,000	-	0.0%
Other	4,815,614	1,555,422	4,812,909	2,705	0.1%
Total Expenditures	7,936,156	3,394,693	7,954,729	(18,573)	-0.2%
Net Revenues Less Expenditures	(1,160,617)	(964,715)	(1,051,846)	108,771	
Sewer Capital Fund					
Intergovernmental Revenue	5,216,500	26,437	2,927,810	(2,288,690)	-43.9%
Transfers In	1,294,000	1,294,000	1,294,000	-	0.0%
Total Revenues	6,510,500	1,320,437	4,221,810	-	0.0%
Other	6,510,500	42,269	6,510,500	-	0.0%
Total Expenditures	6,510,500	42,269	6,510,500	-	0.0%
Net Revenues Less Expenditures	-	1,278,168	(2,288,690)	(2,288,690)	
Solid Waste Fund					
Intergovernmental Revenue	124,500	111,715	124,500	-	0.0%
Miscellaneous Revenue	-	3,531	4,788	4,788	
Total Revenues	124,500	115,246	129,288	4,788	3.8%
Professional Services	42,000	9,439	42,000	-	0.0%
Other	134,438	119,944	129,938	4,500	3.3%
Total Expenditures	176,438	129,383	171,938	4,500	2.6%
Net Revenues Less Expenditures	(51,938)	(14,137)	(42,650)	9,288	
Storm Drainage Fund					
Intergovernmental Revenue	175,000	-	175,000	-	0.0%
Charges for Goods/Services	1,583,130	572,689	1,669,028	85,898	5.4%
Miscellaneous Revenue	500	22,067	30,969	30,469	6093.7%
Total Revenues	1,758,630	594,757	1,874,997	116,367	6.6%
Wages	595,164	173,216	594,400	764	0.1%
Benefits	256,842	68,775	246,712	10,130	3.9%
Professional Services	123,090	19,017	123,670	(580)	-0.5%
Transfers-Out	395,000	395,000	395,000	-	0.0%
Other	784,111	265,668	806,370	(22,259)	-2.8%
Total Expenditures	2,154,207	921,676	2,166,152	(11,945)	-0.6%
Net Revenues Less Expenditures	(395,577)	(326,919)	(291,155)	104,422	
Storm Drainage Capital Fund					
Intergovernmental Revenue	-	-	-	-	
Transfers In	395,000	395,000	395,000	-	0.0%
Total Revenues	395,000	395,000	395,000	-	0.0%
Other	395,000	-	395,000	-	0.0%
Total Expenditures	395,000	-	395,000	-	0.0%
Net Revenues Less Expenditures	-	395,000	-	-	

*2024 estimated actuals are based on historical data, YTD activity, known adjustments and are not year-end actuals.

April 2024 Monthly Financial Report

City of Shelton, Washington

City-Wide Overview - Revenues & Expenditures

Fund	2024 Budget	2024 thru April	2024 Est Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
Payroll Benefits Fund					
Charges for Goods/Services	40,000	15,609	46,830	6,830	17.1%
Miscellaneous Revenue	350	2,815	4,000	3,650	1042.9%
Transfers In	120,000	7,939	86,230	(33,770)	-28.1%
Total Revenues	160,350	26,363	137,060	(23,290)	-14.5%
Benefits	160,350	12,309	116,248	44,103	27.5%
Total Expenditures	160,350	12,309	116,248	44,103	27.5%
Net Revenues Less Expenditures	-	14,054	20,813	20,813	

Equipment Maint & Rental Fund					
Charges for Goods/Services	578,000	263,076	761,580	183,580	31.8%
Miscellaneous Revenue	5,000	7,703	9,420	4,420	88.4%
Total Revenues	583,000	270,778	771,000	188,000	32.2%
Wages	111,323	36,414	113,790	(2,467)	-2.2%
Benefits	53,852	17,329	54,650	(798)	-1.5%
Professional Services	22,308	289	22,188	120	0.5%
Other	384,998	127,189	400,720	(15,722)	-4.1%
Total Expenditures	572,481	181,221	591,348	(18,867)	-3.3%
Net Revenues Less Expenditures	10,519	89,557	179,652	169,133	

Firefighter's Pension Fund					
Taxes	100	-	-	(100)	-100.0%
Miscellaneous Revenue	9,000	5,356	15,000	6,000	66.7%
Transfers In	50,000	-	-	(50,000)	-100.0%
Total Revenues	59,100	5,356	15,000	(44,100)	-74.6%
Benefits	80,600	13,285	75,584	5,016	6.2%
Total Expenditures	80,600	13,285	75,584	5,016	6.2%
Net Revenues Less Expenditures	(21,500)	(7,929)	(60,584)	(39,084)	

Firefighters Pension Fund Notes

Revenues: Current estimate does not include a transfer-in from general fund in 2024.

Library Endowment Fund					
Miscellaneous Revenue	1,600	668	1,500	(100)	-6.3%
Total Revenues	1,600	668	1,500	(100)	-6.3%
Transfers-Out	24,000	-	24,000	-	0.0%
Total Expenditures	24,000	-	24,000	-	0.0%
Net Revenues Less Expenditures	(22,400)	668	(22,500)	(100)	

*2024 estimated actuals are based on historical data, YTD activity, known adjustments and are not year-end actuals.



CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item F1)

Touch Date: 05/24/2024
Brief Date: 06/18/2024
Action Date: 07/02/2024

Department: Finance (Information Technology)
Presented By: Mike Githens, Finance Director

APPROVED FOR COUNCIL PACKET:

Action Requested:

ROUTE TO:

REVIEWED:

PROGRAM/PROJECT TITLE:
Right! Systems, Inc. (Managed
Service Provider)

Ordinance

Dept. Head

M. Githens

Resolution

Finance Director

ATTACHMENTS:

- Resolution No. 1337-0624
- Managed Service Agreement

Motion

Attorney

City Clerk

Other

City Manager

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

Right! Systems Inc. is currently the vendor who provides information technology (IT) managed services to the City of Shelton to support our IT operations. They have done so since 2020. Right! Systems provides the City with support for IT to meet the needs of our 24 hours a day, 7 days a week operations. The City employs 1 FTE Systems Administrator, and we use Right! Systems to supplement the IT work that must be performed. They provide help desk support, preventative maintenance for the City's network, firewalls and overall security for our multi-faceted IT functions and needs. Security of our system is of paramount importance and Right! Systems provides the necessary support and end-user corrective action needed with regard to IT security. Maintaining a secure IT infrastructure across our system is extremely important. For example, our SCADA (Supervisory Control and Data Acquisition) that is used in our Water and Wastewater operations area must be protected carefully from cyber threats. The types of cyber threat are constantly changing, and bad actors target the City's systems in varied ways and the managed services that Right! Systems provides assists City staff in making sure we are maintaining a secure IT infrastructure. It is nearly impossible for one IT employee to have all of the certifications, training and experience necessary to respond to all of the City's complex IT needs and requirements. By continuing our contract with Right! Systems we will have a centralized and consistent standard for IT.

ANALYSIS/OPTIONS/ALTERNATIVES:

The alternative would be to hire sufficient IT employees with the training, skills, experience and certifications sufficient to support the City's IT requirements. This cost would be greater than the cost of using a managed service provider.

BUDGET/FISCAL INFORMATION:

We currently budget for the IT managed services contract. The contract extension is within the current budget.

PUBLIC INFORMATION REQUIREMENTS:

Information may be obtained from the City Clerk.

STAFF RECOMMENDATION/MOTION:

"I move to place Resolution No. 1337-0624 on the action agenda for the July 2, 2024 Council meeting for further consideration."

RESOLUTION NO. 1337-0624

A RESOLUTION OF THE CITY OF SHELTON, WASHINGTON, AUTHORIZING THE CITY MANAGER TO SIGN THE CONTRACT WITH RIGHT! SYSTEMS, INC, AND AUTHORIZING THE PURCHASE OF NECESSARY COMPONENTS WITH THE VENDOR

WHEREAS, Right! Systems, Inc. (RSI) is currently providing Information Technology services to the City of Shelton, and is the only vendor to provide the specific software and IT components the City is utilizing; and

WHEREAS, using a single information technology vendor and managed service provider is necessary to avoid unnecessary delay for City Staff and functions; and

WHEREAS, continued use of and migration to a secure cloud-based computing platform is preferred to in house servers which require maintenance and upgrades; and

WHEREAS, the City Council desires to provide efficient and effective services to the citizens of Shelton; and

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Shelton, Washington, that the City Manager is authorized to execute purchase orders and related contracts, to continue RSI products and services.

PASSED by the City Council of the City of Shelton on this 2nd day of July 2024.

Mayor Onisko

AUTHENTICATED BY:

City Clerk Nault



MANAGED SERVICE AGREEMENT

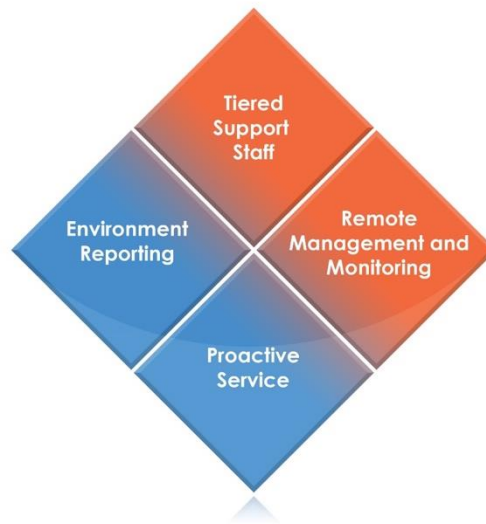
City of Shelton
May 21, 2024

EXECUTIVE SUMMARY

Since 1993, Right! Systems, Inc. has provided business-driven, multi-vendor IT solutions to clients worldwide. Drawing on deep industry expertise and a portfolio of interrelated consulting, application, and infrastructure services, our solutions can help you gain control of your enterprise-wide technology, increase productivity and end-user satisfaction, refocus talent and energies on your core business, and decrease total cost of ownership. Our ability to provide solutions that adapt to our customers' ever-changing markets begins with a collaborative effort that allows you to seamlessly integrate technologies to meet your changing needs. As a leading technology services company and a comprehensive provider of consulting, integration, procurement and support services, Right! Systems professionals are there every step of the way. We work directly with you to provide insightful analysis and industry-specific counsel on strategy, best-practices, technology and management; from the design stage through implementation and beyond you can be sure we have a solution that will work for you.



THE RSI SUPPORT DIAMOND



Tiered Support Staff:

RSI utilizes a 3-tiered support staff of local engineers based in the Pacific Northwest. Our tiers are designed to help our customers get access to the engineering resources they need- right when they need it.

Remote Management and Monitoring

At the core of RSI's managed service practice is our remote management platform. RSI is able to monitor and alert on thresholds defined by both RSI and the customer utilizing 3rd party tools. This allows our support staff to actively monitor your environment and make sure everything is running as expected. Alert histories are preserved as allowed by each tool, allowing us to look at trends, and forecast possible outages in the future.

Environment Reporting

Included with all RSI managed service contracts is your company's entitlement to reports delivered on a regular basis.

Proactive Service

Utilizing all the previously outlined areas of RSI's managed service practice, Right Systems is able to get ahead of issues we see on the horizon. We look at your infrastructure's service dashboards each day and notate areas that might pose potential issues down the road. We prefer to deal with issues from a proactive perspective, making recommendations for upgrades and future projects when applicable, rather than rely solely on reactive.

SCOPE OF OFFERING

The following section defines the activities, services levels and procedures associated with the Managed Service offering for City of Shelton. For further definition of what is included in coverage, see Appendix A – Coverage and Current Equipment.

Service Desk
<p>Tier 1 Service Desk Support</p> <ul style="list-style-type: none">• Normal business hours as defined in Service Level Objectives<ul style="list-style-type: none">○ Onboarding/job changes/Offboarding○ Account management○ Day to day end user productivity support• After hours and weekend on-call hours as defined in Service Level Objectives<ul style="list-style-type: none">○ After hours support by tier 1 support staff with escalation to tier 2 as defined in Service Level Objectives• ConnectWise Ticket system access• Reporting<ul style="list-style-type: none">○ Monthly BrightGauge report○ Monthly SmileBack CSAT report

Infrastructure Support
<ul style="list-style-type: none">▪ Operational Management and Remote Tier 2 and 3 support▪ Monitoring and Incident Remediation<ul style="list-style-type: none">○ Issue resolution<ul style="list-style-type: none">▪ Root cause analysis of problems that have occurred▪ Identification of resolution and preventative measures▪ Alerting and Notification<ul style="list-style-type: none">○ Availability monitoring○ Performance monitoring: CPU, Memory and Disk space, network down○ The health of the underlying managed platform▪ Change Management and control▪ Regular preventative maintenance and patching in accordance with agreed upon schedule▪ License governance: Manage license usage and allocation▪ Meetings<ul style="list-style-type: none">○ Change Control – monthly▪ Network<ul style="list-style-type: none">○ Firewalls<ul style="list-style-type: none">▪ Manufacturer: Fortinet▪ Quantity: 2○ Switches<ul style="list-style-type: none">▪ Manufacturer: Fortinet▪ Quantity: 9

- Access Points
 - Manufacturer: Fortinet
 - Quantity: 8
- Support
 - Firewall policies and security profiles
 - Firewall ports, services, and applications
 - Interface bandwidth and utilization
 - VPN support
 - System performance
 - Incident troubleshooting
 - Semi-Annual firmware updates
 - Out of band updates in accordance with vendor released critical vulnerabilities
 - Network device monitoring
 - Review supported firmware versions monthly
- Datacenter
 - Virtualization Infrastructure
 - Monitoring
 - Administration
 - Nutanix AHV
 - 29 Virtual Machines
 - Backup and Recovery
 - Veeam Backup and Replication with 11:11 offsite copy
 - Provide backup software and backup target
 - Virtual Machines
 - Confirm success of backups across environment
 - Vendor escalation for errors as required
 - Microsoft 365
 - Exchange Online administration
 - PKI Infrastructure
- End User and Cloud Services
 - Escalated End User support
 - Microsoft Intune for Windows management
 - Device enrollment and reset
 - Security baselines
 - Security Profiles
 - Application deployment
 - Configuration profiles
 - Citrix Cloud Virtual Apps and Desktops
 - Device Management
 - PC's
 - Laptops
 - IGEL Thin Clients
 - Print Management











- Security
 - Microsoft 365
 - Microsoft Entra Identity Management
 - Conditional access policy management
 - Microsoft Multi-Factor authentication (admin accounts)
 - Microsoft Cloud App Security
 - Microsoft Purview
 - Review compliance assessment
 - Manage information protection and data loss policies
 - Notifications of policy violations and end-user corrective action sent to City of Shelton
 - Antivirus
 - SentinelOne
 - Vulnerability reporting and response
 - High
 - Critical
- Monthly Reporting
 - Backup
 - Inventory (as needed)
- See Appendix A for additional support details

Services	
Microsoft CSP License Management	YES
Proactive Management	8am-5pm, Monday-Friday
Monitoring & Critical Issue Support	24x7x365
On Demand Monthly Reporting	YES
Quarterly Business Reviews	YES
Quarterly Engineering Security Review	YES
Project Coordinator Support	NO
On-site Support	NO
Inventory Management	YES
Warehousing	NO
Vendor Management (limited to named vendors only) Microsoft Nutanix Citrix	YES

SentinelOne Veeam 11:11 IGEL	
Patching – list systems in coverage Network Firmware Microsoft Operating System	Mutually agreeable schedule
In-place System upgrades	Mutually agreeable schedule
Managed Backup and Continuity Services (BaaS)	Mutually agreeable schedule

	Support
Standard Operating Procedure	<ul style="list-style-type: none"> • Assumptions: <ul style="list-style-type: none"> ○ All hardware on contract will be supportable by the OEM. Any hardware not OEM supported will be supported on a best effort basis. ○ All software on contract will be supportable by the OEM. Any software not an OEM supported version will be supported on a best effort basis. ○ All core infrastructure equipment will have OEM support available and current maintenance. Any core infrastructure equipment without OEM and current maintenance will be supported version will be supported on a best effort basis. ○ Environment is currently stable and up to best practices. Unstable aspects of the environment will be supported on a best effort basis. ○ Documentation on current state will be provided on a best effort basis by customer including: network diagram, current directory structure, configuration workbooks, vendor and phone contacts, full inventory of covered equipment. • If RSI need to upgrade or replace any systems to meet the above standards, then additional charges for equipment and services will be charged via a change request or addendum to this contract. • Tickets are defined as issues and problems that are user-impacting and not administrative in nature.

- Tickets can be initiated via email or phone, from technical contacts previously designated by the customer.
- Tickets will be addressed by severity.
- Tickets may be auto generated from the RSI monitoring and management solution.
- Vendor-initiated communication will be determined and managed by RSI based on ticket cause and severity.
- Tickets determined not to be related to the managed technologies will be sent back to City of Shelton. Repeated events where tickets are not related to supported equipment may result in additional charges or termination of the agreement.
- Proactive Change Management. As determined by RSI, with schedule and approval coordinated by City of Shelton, RSI may perform changes necessary to maintain the appropriate level of service in the environment.
- Backup Checks weekly
- Emergency Change Management. For changes necessary to resolve user impacting system outages or other emergency situations where immediate action is required to prevent a user impacting outage, approval is granted retroactively by the customer. After the emergency or outage situation has been resolved, RSI will promptly notify the customer contacts and provide sufficient detail regarding the issues, the changes implemented, and the recommended preventative measures.
- It is understood that any services requested by City of Shelton that fall outside of the terms of this agreement will be quoted and billed as separate services. Services will be billed at the agreed to rates for hourly work outlined in the pricing section of this document
- City of Shelton grants RSI authorization to view any data within the regular routine of the repair and support of the environment. City of Shelton also authorizes RSI to reasonably delete, change, and/or rewrite any necessary information to complete the system repair or support that is consistent with the standards and practices in the industry.

MANAGED SERVICES SLO'S				RESPONSE TIME	ESCALATION
8:00 AM - 6:00 PM PST	Service not available (all users affected)	Critical		15 minutes	30 minutes
	Significant degradation of service (large number of users affected)	High		15 minutes	1 hour
	Limited degradation of service	Medium		15 minutes	1 day
	Small service degradation (business process can continue)	Low		15 minutes	2 days
	Reserved for special requests / changes	No SLO		~	~
				RESPONSE TIME	ESCALATION
After hours, Weekends, Federal Holidays	Service not available (all users affected)	Critical		1 hour	1 hour
	Significant degradation of service (large number of users affected)	High		1 hour	2 hours
	Limited degradation of service	Medium		1 hour	2 days
	Small service degradation (business process can continue)	Low		1 hour	3 days
	Reserved for special requests / changes	No SLO		~	~

Support	
Ticket Priority Levels	<ul style="list-style-type: none"> • Priority level 1 tickets are for errors or defects that render the supported environment (or any portion thereof) inoperative, or materially impairs the use of the environment for the entire company (all users and functions unavailable). • Priority level 2 tickets are for errors or defects that substantially impair the use of the environment (large number of users or business critical functions affected). • Priority level 3 means an error that has some impact on the performance or operation of the environment (limited number of users or functions affected, business process can continue). • Priority level 4 classifies a small service degradation (business process can continue, one user affected). • Priority level 5 is reserved for requests for change to the existing environment. • Hardware failure resolution time will be dependent on vendor hardware warranty status and terms. • Customer-led changes in the environment that lead to service tickets may result in additional charges

	Support
Support Tiers	<p>TIER 0 – Customer Technical Contacts</p> <ul style="list-style-type: none"> All Managed Service requests begin in Tier 0, where the initial request is formulated, either from the customer’s end user or the customer’s technical support. In the case of the end user, the issue is escalated to in-house technical support, if applicable, or a designated Customer Technical Contact. Basic troubleshooting and documentation of the issue is provided by in-house support and Tier 0 escalates to RSI Tier 1 when an issue cannot be resolved internally. <p>TIER 1 – RSI Support Services</p> <ul style="list-style-type: none"> All incidents that need escalation from Tier 0 route through RSI’s Tier 1 technicians. Via email or phone, our Tier 1 resources triage the service ticket and either resolve it immediately or route to the next tier. RSI’s Tier 1 will perform routine discovery on the issue and possibly escalate directly to vendor support, if applicable. RSI will deliver Tier 1 technical support to the Customer Technical Contacts (Tier 0). <p>TIER 2 – RSI Support Services</p> <ul style="list-style-type: none"> Complex assistance and troubleshooting of service tickets will be performed by the Tier 2 engineers. Tier 1 is responsible for all escalation of tickets to Tier 2. Our experienced, certified engineers can also perform ongoing administration as described in the offering above. RSI will deliver Tier 2 technical support to the Customer Technical Contacts (Tier 0). <p>TIER 3 – RSI Project Services / Subject Matter Experts</p> <ul style="list-style-type: none"> Any tickets that cannot be resolved by Tier 1 or Tier 2 are escalated to RSI’s Tier 3, which includes our resident, certified Subject Matter Experts. Our Tier 3 resources have over 10 years of experience supporting large complex environments. Escalation to Tier 3 is at the discretion of Tier 1 and Tier 2 resources. Collaboration with vendor Technical Support and other 3rd party vendors may be applicable in some instances. RSI will deliver Tier 3 technical support through Tier 1 and Tier 2 resources, who will interact directly with the Customer Technical Contacts (Tier 0).

	Support
Service Escalation Procedure	<p>Origin of Issue</p> <ol style="list-style-type: none"> 1. Support Request is received 2. Ticket is created 3. Issue is identified 4. Issue is qualified to determine if it can be resolved through TIER 1 support <p>If issue can be resolved through TIER 1</p> <ol style="list-style-type: none"> 5. Issue is worked to successful resolution 6. Issue is verified to be resolved 7. Ticket is marked “complete”, and customer notified <p>If issue cannot be resolved through TIER 1</p> <ol style="list-style-type: none"> 8. Issue is escalated to TIER 2 9. Issue is qualified to determine if it can be resolved through TIER 2 support <p>If issue can be resolved through TIER 2</p> <ol style="list-style-type: none"> 10. Issue is worked to successful resolution 11. Issue is verified to be resolved 12. Ticket is marked “complete”, and customer notified <p>If issue cannot be resolved through TIER 2</p> <ol style="list-style-type: none"> 13. Issue is escalated to TIER 3 <p>If issue can be resolved through TIER 3</p> <ol style="list-style-type: none"> 14. Issue is worked to successful resolution 15. Issue is verified to be resolved 16. Ticket is marked “complete”, and customer notified

OUT OF SCOPE TECHNOLOGIES AND SERVICES

Any technologies other than those specifically noted in the Scope of Offering section of this proposal are not included as part of this agreement.

Providing information for internal audits and reviews required by compliance either internal or third-party requests including but not limited to Cyber Insurance information, Financial audits, CJIS compliance requests, etc.

AGREEMENT PRICING AND CONDITIONS

The following table represents the firm committed pricing related to this managed service. This agreement is effective upon the date signed and shall remain in force for a period of **three (3) years**, to be reviewed at the customer's request and the annual anniversary date, to address any necessary adjustments or modifications. Should adjustments or modifications be required that affect the monthly price for the services rendered under this agreement, these will be negotiated and agreed upon by City of Shelton and RSI in advance.

RECURRING CHARGES

Offering	Length of Contract	Price Per Month (Excludes cloud usage services)
Managed Services	36 Months	\$9,200.00
Billed In addition monthly based on actual consumption	Microsoft 365 Citrix LogicMonitor ConnectWise Automate SentinelOne 11:11	Estimated: \$ 2,000.00

***Periodic price changes to subscriptions from OEMs if required based on OEM announced cost increase will be discussed with City of Shelton and an addendum written if required.**

*****Annual Price Adjustments.** Commencing one year after the Effective Date of this Agreement, and at each subsequent anniversary thereof, RSI shall increase the monthly rate by 3% over the previous year's monthly rate.

This agreement automatically renews for a subsequent one (1) year term beginning on the day immediately following the end of the previous term, unless either party gives the other sixty (60) day's prior written notice of its intent not to renew.

Subscription services will be billed one month in the arrears for any subscription services and will be based on actual usage.

Hourly Services Rates

If project or support services are performed beyond the scope of the managed services agreement, they will be billed at the following rates. For project work, fixed-fee scopes can also be created.

Role	Discounted Hourly Rate	After Hours and Holiday Rates
Service Desk Technician/Engineer	\$125.00	\$200.00
Practice Engineer	\$165.00	\$250.00
Senior Practice Engineer	\$250.00	\$350.00
Practice Lead/CISO	\$400.00	\$600.00
Project Coordinator	\$125.00	\$175.00
Project Manager	\$175.00	\$250.00

TERMS AND CONDITIONS

I. PURPOSE AND MEANING OF SIGNATURES

City of Shelton signature on this document indicates that City of Shelton agrees that the content, terms, conditions, and deliverables contained herein accurately reflect the services required by City of Shelton. City of Shelton decision to purchase the services described will be based on this document in its entirety. RSI signature on this document indicate that RSI's obligation to undertake the services as defined in this Statement of Work, in the time frames described herein effective as of the date of City of Shelton decision to purchase and providing that City of Shelton provides appropriate purchase/payment commitments.

II. WARRANTIES

RSI Warranties. RSI represents and warrants that (a) RSI has the power and authority to enter into and perform its obligations under this Agreement, and (b) RSI's Services under this Agreement shall be performed in a workmanlike manner in accordance with the highest standards of quality, shall conform strictly to the requirements as set forth in this agreement, and shall be fit for their intended uses. RSI shall take all reasonable precautions to protect the equipment and data of City of Shelton against loss, damage, theft or disappearance while in the care, custody, or control of RSI, its representatives, agents, and subcontractors. City of Shelton Warranties. City of Shelton represents and warrants that it has the power and authority to enter into and perform its obligations under this Agreement.

Disclaimer of Warranty. Except for the limited warranty set forth previously, RSI makes no warranties hereunder, and RSI expressly disclaims all other warranties, express or implied, including, without limitation, warranties of merchantability and fitness for a particular purpose.

III. INVOICING AND PAYMENT

Payment. All invoices are to be paid to RSI in net 30 days. In addition, RSI and City of Shelton mutually agree to a progressive invoicing schedule on bi-weekly basis. If City of Shelton requires a purchase order to process payments, please provide a purchase order number during signature of this agreement.

Late Payment. City of Shelton shall pay to RSI all undisputed fees within 30 days of the date of the applicable RSI invoice. If City of Shelton fails to pay any undisputed fees within 30 days from the date of an invoice, where applicable, late charges of 1.5% per month or the maximum allowable under applicable law shall also become payable by City of Shelton to RSI. In addition, failure of City of Shelton to fully pay any undisputed fees within forty-five 45 days after the applicable due date shall be deemed a material breach of this Agreement, justifying suspension of the performance of the Services by RSI, and will be

sufficient cause for immediate termination of this Agreement by RSI. Any such suspension does not relieve City of Shelton from paying past undisputed due fees plus interest and in the event of collection enforcement, City of Shelton shall be liable for any costs associated with such collection, including, but not limited to, legal costs, attorneys' fees, court costs and collection agency fees.

Taxes. In any case or jurisdiction where RSI is required to charge tax for services provided pursuant to this Agreement, RSI shall invoice to and collect from City of Shelton, and remit, such sales tax. Each party shall be responsible for any other taxes assessed against it.

IV. NO HIRE

During the course of this project and for a period of twelve months following the conclusion of this SOW, City of Shelton shall not directly or indirectly hire, solicit, or encourage RSI employees or contractors to leave the employment of RSI in an effort to gain employment with City of Shelton.

V. CONFIDENTIAL INFORMATION

Each party agrees that during the course of this Agreement, information that is confidential or reasonably understood to be proprietary, trade secret or similar designation due to its nature and circumstances of disclosure, may be disclosed to the other Party, including, but not limited to, software, technology, technical processes and formulas, source codes, business and product plans, email, voicemail, wireless communications, firewalls, passwords and other business, personal, or unique identifiers ("Confidential Information"). Confidential Information shall not include information that the receiving Party can demonstrate (a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving Party, (b) was known to the receiving Party as of the time of its disclosure, (c) is independently developed by the receiving Party, or (d) is subsequently learned from a third party not under a confidentiality obligation to the providing Party. Except as provided for in this Agreement, each Party shall not make any disclosure of the Confidential Information to anyone other than its employees who have a need to know in connection with this Agreement. Each Party shall notify its employees of their confidentiality obligations with respect to the Confidential Information and shall require its employees to comply with these obligations. The confidentiality obligations of each Party and its employees shall survive the expiration or termination of this Agreement. Neither party shall disclose, advertise, or publish the terms and conditions of this Agreement without the prior written consent of the other party. Any press release or publication regarding this Agreement is subject to prior review and written approval of the parties.

VI. **LICENSE AND PROPRIETARY RIGHTS**
Proprietary Rights of City of Shelton. As between City of Shelton and RSI, City of Shelton information shall remain the sole and exclusive property of City of Shelton, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights. City of Shelton hereby grants to RSI a non-exclusive, worldwide, royalty-free license for the duration of this Agreement to edit, modify, adapt, translate, exhibit, publish, transmit, participate in the transfer of, reproduce, create derivative works from, distribute, perform, display, and otherwise use City of Shelton information as necessary to render the Services to City of Shelton under this Agreement.
Proprietary Rights of RSI. All materials, including but not limited to any computer software (in object code and source code form), data or information developed or provided by RSI or its suppliers under this Agreement, and any know-how, methodologies, equipment, or processes used by RSI to provide the Services to City of Shelton, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto (collectively "RSI Materials") shall remain the sole and exclusive property of RSI or its suppliers. To the extent, if any, that ownership of the RSI Materials does not automatically vest in RSI by virtue of this Agreement or otherwise, City of Shelton hereby transfers and assigns to RSI all rights, title and interest which City of Shelton may have in and to the RSI Materials. City of Shelton acknowledges and agrees that RSI is in the business of providing network protection services, and that RSI shall have the right to provide to third parties' services which are the same or similar to the Services, and to use or otherwise exploit any RSI Materials in providing such services.

VII. **INDEMNIFICATION**
Both parties agree to indemnify, defend, and hold harmless the other party, its directors, officers, affiliates, employees and agents, and defend any action brought against same with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys, fees, to the extent that such action is based upon a claim that: (i) if true, would constitute a breach of any of the indemnifying party's representations, warranties, or agreements hereunder; (ii) arises out of the indemnifying party's negligence or willful misconduct; or (iii) hereunder results or arises from a party's violation of the law or any rights of third parties, including without limitation, rights of publicity, rights of privacy, patents, copyrights, trademarks, trade secrets, and/or licenses.
Notice: In claiming any indemnification hereunder, the indemnified Party shall promptly provide the indemnifying party with written notice of any claim which the indemnified party believes falls within the scope of the foregoing paragraphs. The indemnified party may, at its own expense, assist in the defense if it

so chooses, provided that the indemnifying Party shall control such defense and all negotiations relative to the settlement of any such claim and further provided that any settlement intended to bind the indemnified Party shall not be final without the indemnified Party's written consent, which shall not be unreasonably withheld.

VIII. **LIMITATION OF LIABILITY**
Except for instances of RSI negligence or willful misconduct, RSI shall have no liability for unauthorized access to, or alteration, theft or destruction of, City of Shelton data files, programs or information through accident, fraudulent means, or devices. Neither party shall have liability for consequential, exemplary, special, incidental, or punitive damages even if RSI has been advised of the possibility of such damages. Except for instances of RSI negligence or willful misconduct, the liability of RSI to City of Shelton for any reason and upon any cause of action shall be limited to the amount actually paid to RSI by City of Shelton under this Agreement during the four (4) months immediately preceding the date on which such claim occurred.

IX. **TERMINATION AND RENEWAL**
Term. This Agreement shall be effective when signed by the Parties and thereafter shall remain in effect for until the completion of this service engagement, unless earlier terminated as otherwise provided in this Agreement.

It is understood that the quoted monthly payment amount consists of both a service and equipment component. In the event that RSI fails to meet the contracted SLO for services and fails to remedy the deficiency within 30 days, City of Shelton may terminate the RSI service component of the agreement upon 60 days written notice. Regardless of reason for termination, City of Shelton is obligated to pay all amounts due through termination date.

RSI may terminate the service component of this Agreement at any time and for any reason by providing thirty (30) day written notice of termination to City of Shelton.

Either party may terminate this Agreement if a bankruptcy proceeding is instituted against the other Party which is acquiesced in and not dismissed within sixty (60) days, or results in an adjudication of bankruptcy.

Termination and Payment. This agreement automatically renews for a subsequent one (1) year term beginning on the day immediately following the end of the previous term, unless either party gives the other sixty (60) day's prior written notice of its intent not to renew. Notification of intent not to renew by City of Shelton include timely return of equipment to a location designated by RSI at the conclusion of this Agreement.

If equipment is not immediately available for use by another without the need for repair City of Shelton will reimburse RSI for all repair and expense for return.

Upon any termination or expiration of this Agreement, City of Shelton shall pay all unpaid and outstanding fees through the effective date of termination or expiration of this Agreement.

X. **MISCELLANEOUS**

Entire Agreement. This Agreement and attached Schedules constitute the entire agreement between City of Shelton and RSI with respect to the subject matter hereof and there are no representations, understandings or agreements which are not fully expressed in this Agreement.

Cooperation. The Parties acknowledge and agree that successful completion of the Services shall require the full and mutual good faith cooperation of each of the Parties.

Independent Contractors. RSI and its personnel, in performance of this Agreement, are acting as independent contractors and not employees or agents of City of Shelton.

Amendments. No amendment, change, waiver, or discharge hereof shall be valid unless in writing and signed by the Party against which such amendment, change, waiver, or discharge is sought to be enforced.

Customer Identification. RSI may use the name of and identify City of Shelton as an RSI Customer in advertising, publicity, or similar materials distributed or displayed to prospective RSI Customers.

Force Majeure. Except for the payment of fees by City of Shelton, if the performance of any part of this Agreement by either Party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of God or any other causes beyond the control of either Party, that Party shall be excused from such to the extent that it is prevented, hindered or delayed by such causes.

Washington Law. This Agreement shall be governed in all respects by the laws of the State of Washington without regard to its conflict of law's provisions, and City of Shelton and RSI agree that the sole venue and jurisdiction for disputes arising from this Agreement shall be the: appropriate state or federal court located in the City of Seattle, and City of Shelton and RSI hereby submit to the jurisdiction of such courts.

Assignment. Both parties shall not assign, without the prior written consent of the other party, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer of assets, sale of stock, operation of law or otherwise, and any attempt to do so shall be deemed a material breach of this Agreement.

Waiver. The waiver of failure of either Party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder.

Severability. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.

Counterparts. This Agreement may be executed in several counterparts, all of which taken together shall constitute the entire agreement between the Parties hereto.

Headings. The section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

Approvals and Similar Actions. Where agreement, approval, acceptance, consent or similar action by either Party hereto is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld.

Survival. All provisions of this Agreement relating to City of Shelton warranties, confidentiality, non-disclosure, proprietary rights, and limitation of liability, City of Shelton indemnification obligations, and payment obligations shall survive the termination or expiration of this Agreement.

AGREEMENT

i *The signatures below indicate that Right! Systems, Inc. and City of Shelton agree to all Terms and Conditions detailed in this Proposal; and if a City of Shelton Purchase Order number is required for invoicing by Right! Systems, Inc., City of Shelton agrees to provide a Purchase Order number and/or a copy of a Purchase Order with signed Proposal.*

Customer PO: _____

This Agreement is valid for signature 30 days from May 21, 2024.

Right! Systems Inc.

City of Shelton

Authorized Signature

Authorized Signature

Printed or Typed Name

Printed or Typed Name

Title

Title

Date

Date

Please sign and email this entire document to managed@rightsys.com

APPENDIX A – COVERAGE AND CURRENT EQUIPMENT

Description – Servers	Frequency	Included
Manage Servers	Ongoing	Yes
Check Print Queues	Ongoing	Yes
Monitor all server services	Ongoing	Yes
Maintain server patching, hotfixes per company policy	Ongoing	Yes
Check server event logs and identify potential issues	Ongoing	Yes
Anti-Virus management and updates	Ongoing	Yes
Monitor hard drive space on servers	Ongoing	Yes
Exchange-Office 365 user/mailbox management	Ongoing	Yes
Monitor Active Directory Replication	Ongoing	Yes
Monitor DNS&DHCP	Ongoing	Yes
SQL server management, as required	Ongoing	Yes
Reboot servers if needed	As needed	Yes
Scheduled off time server maintenance	As needed	Yes
Install supported software upgrades	As needed	Yes
Set up and maintain groups and permissions	As needed	Yes
Check status of backups	Ongoing	Yes
Alert Client to dangerous conditions	Ongoing	Yes
- Memory running low	Ongoing	Yes
- Hard drive running out of disk space	Ongoing	Yes
- Hardware showing sign of failure	Ongoing	Yes
Educate and correct user errors (deleted files, corrupted files, etc)	As needed	Yes
Clean and maintain directory structure	As needed	Yes
Parts and labor on servers	As needed	No

Description – Workstation and Help Desk Support	Frequency	Included
24x7x365 critical issue support	As Needed	Yes
8x5 Monday-Friday proactive management	As Needed	Yes
Anti-Virus updates	Ongoing	Yes
Spyware scan and removal	Ongoing	Yes
Patch management (Intune)	Ongoing	Yes
Parts and labor on workstations	As Needed	No

Disaster Recovery and Backup As A Service	Frequency	Included
Data recovery	As Needed	Yes
Backups per company retention policy	Ongoing	Yes
Offsite backup per company retention policy	Ongoing	Yes
Backup data validation	As needed	Yes

Devices	Frequency	Included
Manage network printers	As Needed	Yes
Manage other networked devices	Ongoing	No
Manage smartphones and tablets	As needed	No

Network	Frequency	Included
Check router logs	As Needed	Yes
Performance monitoring/capacity planning	Ongoing	Yes
Switch management	As Needed	Yes
Wireless management	As Needed	Yes
Firewall management	As Needed	Yes

Security	Frequency	Included
Check firewall logs	As Needed	Yes
Manage directories, shares, security groups, user accounts and policies	As Needed	Yes
Permissions and file system management	Ongoing	Yes
Email SPAM protection	Ongoing	Yes
Monitor for unusual activity among users	Ongoing	No
Security incident response	As Needed	No

Applications	Frequency	Included
Ensure Microsoft Office applications are functioning as designed	Ongoing	Yes
Ensure line of business applications are functioning as designed	Ongoing	No

Vendor Management	Frequency	Included
Manage the following vendor relationships	As Needed	
- Phone, Telco, and Internet	As Needed	No
- Copiers, faxes, scanners	As Needed	No
- Website designer and hosting company	As Needed	No
- Proprietary software applications	As Needed	No

Professional Services	Frequency	Included
Technology solution design and development	As Needed	No
Proof of concept lab testing	As Needed	No
Onsite implementation and project management	As Needed	No
Technology meetings with trusted advisor	Quarterly	Yes

Service Expectations	Time of Day/Week	Rate
Remote PC management/Help Desk	Ongoing	Yes
Remote printer management	Ongoing	Yes
Remote network management	Ongoing	Yes
Remote server management	Ongoing	Yes
PC/Laptop/Printer addition or replacement	As Needed	N/A
Major Software Upgrades: Operating system upgrades, new management systems, database implementations, etc.	As Needed	See Hourly Service Rates
Installation and configuration of new equipment, major systems/hardware upgrades, virtualization, major network reconfiguration, etc.	As Needed	See Hourly Service Rates