

**Marysville City Council Work Session**

**May 4, 2009**

**7:00 p.m.**

**City Hall**

**Call to Order**

**Pledge of Allegiance**

**Roll Call**

**Committee Reports**

**Presentations**

- A. Proclamation – Marysville Juror Appreciation Week May 3 through May 9, 2009.
- B. Annexation Study Presentation – Berk and Associates.

**Discussion Items**

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

- 1. Approval of April 20, 2009 City Council Work Session Minutes.
- 2. Approval of April 27, 2009 City Council Meeting Minutes.

**Consent**

- 3. Approval of April 22, 2009 Claims in the Amount of \$542,661.33; Paid by Check No.'s 54976 through 55396. Check No.'s 54669 and 54729 Voided. Check No.'s 54977 through 55176 Voided due to Printing Error.
- 4. Approval of April 29, 2009 Claims in the Amount of \$1,083,407.60; Paid by Check No.'s 55397 through 55544 with Check No.'s 50482 and 55281 Voided.
- 5. Approval of April 20, 2009 Payroll in the Amount of \$790,041.45; Paid by Check No.'s 21214 through 21273.

**Review Bids**

- 6. Award the 2009 Water Meter Equipment Procurement to Neptune Technology Group, Inc. in the Amount of \$833,307.13 Including Washington State Sales Tax.

**Public Hearings**

**New Business**

- 7. Acceptance of the Edward Springs Well 1R Project Starting the 45-Day Lien Filing Period for Project Closeout.

***Work Sessions are for City Council study and orientation – Public Input will be received at the May 11, 2009 City Council meeting.***

**Marysville City Council Work Session**

**May 4, 2009**

**7:00 p.m.**

**City Hall**

8. Data Sharing Contract between State of Washington Department of Licensing and Marysville Municipal Court.
9. Third Amendment to Interlocal Agreement for Municipal Court Services between the City of Marysville and the City of Arlington Increasing Filing Fees to \$42.00 for Infractions and \$90.00 for Criminal Citations and for Renewal of the Agreement through December 31, 2011.
10. Interlocal Agreement Establishing Snohomish Regional Drug Task Force.
11. A **Resolution** of the City of Marysville Adopting Revised Personnel Rules of the City of Marysville and Repealing Resolution Number 810 and Subsequent Resolutions Amending Resolution 810.
12. A **Resolution** of the City of Marysville Repealing Resolution No. 1565 and Creating a New Grievance Procedure Under the Americans with Disabilities Act.

**Legal**

**Mayor's Business**

**Staff Business**

**Call on Councilmembers**

**Executive Session**

- A. Litigation
- B. Personnel
- C. Real Estate

**Adjourn**

**Special Accommodations:** The City of Marysville strives to provide accessible meetings for people with disabilities. Please contact Tracy Jeffries, Assistant Administrative Services Director, at (360) 363-8000 or 1-800-833-6384 (Voice Relay), 1-800-833-6388 (TDD Relay) two days prior to the meeting date if any special accommodations are needed for this meeting.

Proclamation  
Marysville Juror Appreciation Week  
May 3 through May 9, 2009

*Whereas*, the right to trial by a jury of one's peers is an important and unique part of our system of justice, and a cornerstone of our form of government; and

*Whereas*, the Sixth and Seventh Amendments to the Constitution preserve the right to trial by jury and give the jury the responsibility to defend, with its verdict, all other individual rights enumerated or implied by the U.S. Constitution, including its Amendments; and

*Whereas*, the state of Washington (in Article I, Section 21 of the Washington Constitution) recognizes these rights as true and unalienable; and

*Whereas*, it is important to recognize the vital role played by the nearly 300 citizens who take time away from their families and businesses to serve as jurors each year in Marysville, and

*Whereas*, The Marysville Municipal Court would like to express appreciation to the employers and business owners who know the value of allowing their employees to perform their civic duty and serve as jurors

*Now, Therefore*, I, Dennis Kendall, Mayor of the City of Marysville, do recognize the week of May 3 through May 9, 2008, in conjunction with Governor Christine Gregoire, as Juror Appreciation Week, and further extend appreciation to our citizens for the vital service they perform when they represent their community as jurors.

Dated this 4th day of May, 2009.

\_\_\_\_\_  
Mayor



**Work Session**  
*April 20, 2009*

**Call to Order / Pledge of Allegiance**

Mayor Kendall called the April 20, 2009 Work Session to order at 7:00 p.m. and led those present in the Pledge of Allegiance.

**Roll Call**

Finance Director Sandy Langdon gave the roll call. The following staff and councilmembers were in attendance.

**Mayor:** Dennis Kendall

**Council:** Councilmember Jon Nehring, Councilmember Lee Phillips (arrived at 7:16), Councilmember Jeff Seibert, Councilmember John Soriano, Councilmember Jeff Vaughan and Councilmember Donna Wright

**Absent:** Councilmember Carmen Rasmussen

**Also Present:** Finance Director Sandy Langdon, City Attorney Grant Weed, Chief Smith, Community Development Director Gloria Hirashima, Public Works Director Kevin Nielsen, Chief Smith, Associate Planner Libby Grage, and Recording Secretary Laurie Hugdahl.

Director Langdon commented that Councilmember Rasmussen was ill. She also noted that Lee Phillips would be arriving late.

**Motion** made by Councilmember Seibert, seconded by Councilmember Nehring, to excuse Councilmember Rasmussen. Motion passed unanimously (5-0).

**Committee Reports - None**

**Presentations - None**

**Discussion Items**

## **Approval of Minutes**

1. Approval of April 6, 2009 City Council Work Session Minutes.
2. Approval of April 13, 2009 City Council Meeting Minutes.

## **Consent**

3. Approval of April 1, 2009 Claims in the Amount of \$976,513.13; Paid by Check No.'s 54509 through 54670 with No Check No.'s Voided.
4. Approval of April 8, 2009 Claims in the Amount of \$661,647.91; Paid by Check No.'s 54671 through 54802 with No Check No.'s Voided.
5. Approval of April 15, 2009 Claims in the Amount of \$258,394.04; Paid by Check No.'s 54803 through 54975 with Check No. 50025 Voided.

## **Review Bids**

## **Public Hearings**

## **New Business**

6. Acceptance of the 88th Street Lift Station Panel Replacement Project, Marking the Initiation of the 45-Day Lien Filing Period for Project Closeout

Director Nielsen reported that this has been completed satisfactorily. Staff is recommending starting the 45-day lien period.

7. Professional Services Agreement – Supplemental Agreement No. 1 between the City of Marysville and RH 2 Engineering, Inc. in the Amount of \$5,000.00.

Director Nielsen explained that this is a supplement for sizing a pump for Well No. 2.

8. Professional Services Agreement with Pipe Experts, LLC for the Trunk A Sewer Inspection Project in the Amount of \$289,756.00.

Director Nielsen explained that Trunk A is the major trunk line in the city and is 40-years old. We need to check the wall thickness to find out if there are any weak spots in it. They will be running a machine from the Wastewater treatment plant to 172<sup>nd</sup> to check it.

Councilmember Seibert asked if Trunk A runs under State Avenue. Director Nielsen stated that it does not, but noted that Trunk F ties into Trunk A at about 152<sup>nd</sup>.

John Soriano requested a map. Director Nielsen stated that he would provide that.

9. Washington State Department of Transportation SR 531, Cougar Creek Culvert Repair Property Acquisition and Temporary Construction Easement.

Director Nielsen reviewed the project. There were no questions.

10. Washington SR 529 Bridge Property Acquisition and Temporary Construction Easements.

Director Nielsen stated that WSDOT is going to be building a new bridge just east of the existing one, which is why they need the property and a temporary construction easement. Grant Weed has reviewed this and recommended adding verbiage stating that the property needs to be restored to its original condition. This will be added to the agreement.

Donna Wright asked about the timeline on this project. Director Nielsen stated they are supposed to start in 2010 and end around 2012.

Seibert asked if the City currently utilizes that building. Director Nielsen stated that we do use the buildings. WSDOT will not be using them; they just need an easement to drive around them.

11. Recovery Contract (Sewer) for Duane Fashempour in the Amount of \$5,880.60.

Community Development Director Hirashima stated that this and the following item are recovery contracts for water and sewer associated with a two-lot short plat.

Councilmember Seibert asked about the road. Director Hirashima explained that they are just extending the sewer to a single house.

*Lee Phillips arrived at 7:16 p.m.*

12. Recovery Contract (Water) for Duane Fashempour in the Amount of \$26,018.52.

See above.

13. An **Ordinance** of the City of Marysville, Washington, Amending Chapter 19.43 of the Marysville Municipal Code by Amending Section 19.43.030, 19.43.040, 19.43.050, 19.43.060, 19.43.070, and 19.43.080, Relating to Wireless Communication Facilities and Including Exemptions from Land Use Review, Permit Required, Application Requirements, Siting Hierarchy, General Requirements, and Design Standards.

Associate Planner Libby Grage explained that these amendments are in response to what staff has seen as an increased desire by wireless carriers to locate antennas on utility poles in the public right of way. She reviewed the amendments. The Planning Commission has forwarded the Council a recommendation to approve these amendments.

## **Legal**

### **Mayor's Business**

#### **Mayor Kendall:**

- Attended an Earth Day celebration at the Homeowners Association Park on 139<sup>th</sup>.
- Attended Healthy Kids Day at the YMCA
- Attended the Rudy Wright field re-dedication. He gave a special thanks to the Fire Department for sending several fire trucks, aid cars and personnel to the event.
- Went to Red Robin for the Tip-a-Cop event.
- Reminded everyone that May 3 is the Special Olympics Field Day.
- Advised the Council that on March 25, 2009 the Salary Commission met and they have filed with the clerk the results of that meeting. It resulted in an increase for the Mayor of \$400 per month effective May 1. The compensation for the councilmembers will remain at the same level as 2008.

### **Staff Business**

Sandy Langdon stated that the bond sale meeting needs to be changed from April 23 to May 7 at 6:00.

#### **Chief Smith:**

- Tip-a-Cop went very well. Red Robin was outstanding and the Police Department appreciates their support.
- The police held a meeting with Lakewood Crossing businesses. It went well. The Police Department will continue to meet with other areas.
- Public Safety meeting was rescheduled for 4/28 Tuesday

#### **Kevin Nielsen:**

- For Earth Day about 900 plants were planted with beauty bark around them all.
- Public Works is using the crews to do a lot of sidewalk repair around town. Director Nielsen discussed having a stamp showing that city crews did the work themselves as they do in Everett.
- Public Works committee was rescheduled for May 8.

Gloria Hirashima had no comments.

Grant Weed stated the need for a short executive session concerning a pending litigation update. It was expected to last 10 minutes with no action required.

### **Call on Councilmembers**

Jeff Vaughan enjoyed the dedication of Rudy Wright field.

Jon Nehring:

- Also enjoyed the event.
- Requested an excused absence for next week since he will be out of town for work.

Donna Wright enjoyed the field dedication on Saturday. She appreciated the souvenir balls they received.

Lee Phillips also enjoyed the dedication. He thinks it is exciting that we are getting a Boys and Girls Club here. The public also seems excited about it.

John Soriano remarked that at the SCC dinner last Thursday they spoke about “green” building. The City of Mukilteo has invited us to tour their city hall where they incorporated many green features. Kevin Nielsen agreed that this would be a great tour.

Jeff Seibert:

- Asked what is happening on 51<sup>st</sup> where there are “No Parking” signs to the south of 80<sup>th</sup>. Kevin Nielsen stated that he would look into it.
- Commended the repair on the “bump”.

## **Adjournment**

Council recessed from 7:34 to 7:40 and immediately entered Executive Session for 10 minutes to discuss a pending litigation update with no action required.

## **Executive Session**

- A. Litigation – one item pursuant to RCW 42.30.110 (1)(i)
- B. Personnel
- C. Real Estate

## **Adjournment**

Seeing no further business Mayor Kendall adjourned the meeting at 7:49 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Mayor  
Dennis Kendall

\_\_\_\_\_  
Asst. Admin. Svcs. Director  
Tracy Jeffries

<b>Call to Order/Pledge of Allegiance/Roll Call</b>	7:00 p.m.
Motion made by Councilmember Seibert, seconded by Councilmember Wright, to excuse Councilmember Nehring's absence.	Approved
<b>Presentations</b>	
Service Award Presentations	Completed
<b>Approval of Minutes</b>	
Approval of April 6, 2009 City Council Work Session Minutes.	Approved
Approval of April 13, 2009 City Council Meeting Minutes.	Approved
<b>Consent Agenda</b>	
Approval of April 1, 2009 Claims in the Amount of \$976,513.13; Paid by Check No.'s 54509 through 54670 with No Check No.'s Voided.	Approved
Approval of April 8, 2009 Claims in the Amount of \$661,647.91; Paid by Check No.'s 54671 through 54802 with No Check No.'s Voided.	Approved
Approval of April 15, 2009 Claims in the Amount of \$258,394.04; Paid by Check No.'s 54803 through 54975 with Check No. 50025 Voided.	Approved
Acceptance of the 88th Street Lift Station Panel Replacement Project, Marking the Initiation of the 45-Day Lien Filing Period for Project Closeout	Approved
Authorize the Mayor to Sign the Professional Services Agreement – Supplemental Agreement No. 1 between the City of Marysville and RH 2 Engineering, Inc. in the Amount of \$5,000.00.	Approved
Authorize the Mayor to Sign the Professional Services Agreement with Pipe Experts, LLC for the Trunk A Sewer Inspection Project in the Amount of \$289,756.00.	Approved
Authorize the Mayor to Sign the Washington State Department of Transportation SR 531, Cougar Creek Culvert Repair Property Acquisition and Temporary Construction Easement.	Approved
Authorize the Mayor to Sign the Washington SR 529 Bridge Property Acquisition and Temporary Construction Easements.	Approved
<b>Review Bids</b>	
<b>Public Hearings</b>	
<b>New Business</b>	
Approve Recovery Contract (Sewer) for Duane Fashempour in the Amount of \$5,880.60.	Approved Recovery Contract No. 288
Approve Recovery Contract (Water) for Duane Fashempour in the Amount of \$26,018.52.	Approved Recovery Contract No. 289
Adopt an Ordinance of the City of Marysville, Washington, Amending Chapter 19.43 of the Marysville Municipal Code by Amending Section 19.43.030, 19.43.040, 19.43.050, 19.43.060, 19.43.070, and 19.43.080, Relating to Wireless Communication Facilities and Including Exemptions from Land Use Review, Permit Required, Application Requirements, Siting Hierarchy, General Requirements, and Design Standards.	Approved Ord. No. 2772
<b>Legal</b>	
<b>Mayor's Business</b>	

Approve the appointment of Gayle Bluhm to the Marysville Parks and Recreation Board.	Approved
<b>Staff Business</b>	
<b>Call on Councilmembers</b>	
<b>Adjournment</b>	7:54 p.m.
<b>Executive Session</b>	7:59 p.m.
Litigation – 1 matter, pursuant to RCW 42.30.110(1)(i)	
Authorize the mayor to sign the Release and Assignment of bond claims regarding Baileys LLC in the amounts of \$8000 and \$47,000 as discussed in executive session.	Approved
<b>Adjournment</b>	8:12 p.m.



**Regular Meeting**  
*April 27, 2009*

**Call to Order / Pledge of Allegiance**

Mayor Dennis Kendall called the April 27, 2009 meeting of the Marysville City Council to order at 7:00 p.m. at Marysville City Hall. He led those present in the Pledge of Allegiance.

**Roll Call**

Chief Administrative Officer Mary Swenson gave the roll call. The following staff and councilmembers were in attendance.

**Mayor:** Dennis Kendall

**Council:** Councilmember Lee Phillips, Councilmember Carmen Rasmussen, Councilmember Jeff Seibert, Councilmember John Soriano, Councilmember Jeff Vaughan, and Councilmember Donna Wright

**Absent:** Councilmember Jon Nehring

**Also Present:** Community Development Director Gloria Hirashima, City Clerk Tracy Jeffries, Finance Director Sandy Langdon, Chief of Police Rick Smith, Chief Administrative Officer Mary Swenson, Commander Rob Lamoureux, Lieutenant Jeff Goldman, Parks and Recreation Director Jim Ballew, Community Information Officer Doug Buell, Public Works Superintendent Larry Larson, and Operations Manager Terry Hawley

Chief Administrative Officer Swenson noted that Councilmember Nehring is out of town and has requested an excused absence.

**Motion** made by Councilmember Seibert, seconded by Councilmember Wright, to excuse Councilmembers Nehring. **Motion** passed unanimously (6-0).

**Committee Reports**

Councilmember Soriano reported on the **LEOFF 1 Board** meeting last week where they reviewed and approved three claims.

Councilmember Soriano also reviewed the Access to Healthy Communities sub-committee meeting. There will be a Healthy Communities Challenge on Saturday June 6 with special guests and prizes. Additionally, Healthy Communities will be partnering with Bethlehem Lutheran Church to promote a new community garden.

## **Presentations**

### A. Employee Service Awards.

Mary Swenson recognized Doug Buell, Community Information Officer, for his 15-year Service Award.

Jim Ballew recognized Michael Robinson, Park Maintenance Manager, for his 20-year Service Award.

Terry Hawley recognized Joel Palm, PW Utility Lead Worker II, for his 20-year Service Award

Rob Lamoureux, Jeff Goldman and Rick Smith recognized Jarl Gunderson, Police Sergeant, for his 35-year Service Award.

### B. Proclamation – Declaring the Month of May “Big Read Month” and inviting the Community to Read *The Maltese Falcon* by Dashiell Hammett.

## **Audience Participation - None**

## **Approval of Minutes**

### 1. Approval of April 6, 2009 City Council Work Session Minutes.

Councilmember Rasmussen referred to page 1 under Councilmember Seibert’s comments about the sales tax rate. She clarified that the rate is 8.6% in Marysville. It did increase countywide, but the entire county is not 8.6%.

Councilmember Wright indicated she would be abstaining since she was absent at the April 6 work session.

**Motion** made by Councilmember Siebert, seconded by Councilmember Vaughn, to approve the minutes as corrected. **Motion** passed unanimously (5-0) with Councilmember Wright abstaining.

### 2. Approval of April 13, 2009 City Council Meeting Minutes.

Councilmember Phillips referred to item 27 on page 5 of 6. On the fourth bullet down, he had been reporting that 152<sup>nd</sup> Street at the soccer field was flooded.

**Motion** made by Councilmember Wright, seconded by Councilmember Seibert, to approve the minutes as corrected. **Motion** passed unanimously (6-0).

### **Consent Agenda**

3. Approval of April 1, 2009 Claims in the Amount of \$976,513.13; Paid by Check No.'s 54509 through 54670 with No Check No.'s Voided.
4. Approval of April 8, 2009 Claims in the Amount of \$661,647.91; Paid by Check No.'s 54671 through 54802 with No Check No.'s Voided.
5. Approval of April 15, 2009 Claims in the Amount of \$258,394.04; Paid by Check No.'s 54803 through 54975 with Check No. 50025 Voided.
6. Acceptance of the 88th Street Lift Station Panel Replacement Project, Marking the Initiation of the 45-Day Lien Filing Period for Project Closeout
7. Authorize the Mayor to Sign the Professional Services Agreement – Supplemental Agreement No. 1 between the City of Marysville and RH 2 Engineering, Inc. in the Amount of \$5,000.00.
8. Authorize the Mayor to Sign the Professional Services Agreement with Pipe Experts, LLC for the Trunk A Sewer Inspection Project in the Amount of \$289,756.00.
9. Authorize the Mayor to Sign the Washington State Department of Transportation SR 531, Cougar Creek Culvert Repair Property Acquisition and Temporary Construction Easement.
10. Authorize the Mayor to Sign the Washington SR 529 Bridge Property Acquisition and Temporary Construction Easements.

**Motion** made by Councilmember Soriano, seconded by Councilmember Seibert to approve Consent Agenda items 3,4,5,6,7,8,9, and 10. **Motion** passed unanimously (6-0).

### **New Business**

11. Recovery Contract (Sewer) for Duane Fashempour in the Amount of \$5,880.60.

**Motion** made by Councilmember Vaughn, seconded by Councilmember Rasmussen, to authorize the Mayor to sign the Recovery Contract (Sewer) #288 for Duane Fashempour in the Amount of \$5,880.60. **Motion** passed unanimously (6-0).

12. Recovery Contract (Water) for Duane Fashempour in the Amount of \$26,018.52.

**Motion** made by Councilmember Wright, seconded by Councilmember Soriano, to authorize the Mayor to sign the Recovery Contract (Water) #289 for Duane Fashempour in the Amount of \$26,018.52. **Motion** passed unanimously (6-0).

13. An **Ordinance** of the City of Marysville, Washington, Amending Chapter 19.43 of the Marysville Municipal Code by Amending Section 19.43.030, 19.43.040, 19.43.050, 19.43.060, 19.43.070, and 19.43.080, Relating to Wireless Communication Facilities and Including Exemptions from Land Use Review, Permit Required, Application Requirements, Siting Hierarchy, General Requirements, and Design Standards.

**Motion** made by Councilmember Vaughn, seconded by Councilmember Seibert, to approve Ordinance No. 2772, An **Ordinance** of the City of Marysville, Washington, Amending Chapter 19.43 of the Marysville Municipal Code by Amending Section 19.43.030, 19.43.040, 19.43.050, 19.43.060, 19.43.070, and 19.43.080, Relating to Wireless Communication Facilities and Including Exemptions from Land Use Review, Permit Required, Application Requirements, Siting Hierarchy, General Requirements, and Design Standards. **Motion** passed unanimously (6-0).

### **Mayor's Business**

Mayor Kendall recommends the City Council confirm the appointment of Gayle Bluhm to the Marysville Parks and Recreation Board.

**Motion** made by Councilmember Rasmussen, seconded by Councilmember Seibert, to approve the appointment of Gayle Bluhm to the Marysville Parks and Recreation Board. **Motion** passed unanimously (6-0).

Mayor Kendall gave an update on the state budget situation.

### **Staff Business**

Jim Ballew:

- Fishing Derby will be held this weekend from 8 a.m. to 11 a.m.
- He thanked the council for the appointment of Gayle Bluhm. She will be a positive addition to the Parks Board.

Rick Smith reminded Council of the Public Safety meeting tomorrow.

Doug Buell:

- Shredding event was very successful.
- Community garden sign-ups have been very popular.

Larry Larson stated that he was filling in for Kevin Nielsen who was on vacation.

Gloria Hirashima discussed the issue of mobile home park conversions.

Sandy Langdon:

- Sales tax numbers came in at 6% below last year at the same time.
- The bond meeting scheduled for May 7 has been delayed.

Grant Weed:

- Will be attending Association of Washington City Attorneys conference at Semiahmoo from Wednesday through Friday of this week.
- Stated the need for a 15-minute executive session to discuss pending litigation with action expected.

Mary Swenson:

- Discussed a meeting she and the Mayor had with representatives from Cedar Grove regarding odor issues. Cedar Grove is working hard to resolve the issues.
- The City received \$500,000 for the Boys and Girls Club in the state budget. She credits this to the lobbyist the City has in Olympia.
- The 529 bridge is still in the budget and should be under construction in 2010. She thanked Senator Haugan for her part in this.
- Language was added to the budget regarding future development of a four-year higher education campus in Snohomish County. Thanks again to Senator Haugan.
- She and Finance Director Langdon will be meeting with directors to see how they can get budget numbers down.
- She and the Mayor will not be going to the AWC convention this year, but they do feel there should be some council representation there. This will be left up to individual council members.

### **Call on Councilmembers**

Carmen Rasmussen:

- Expressed appreciation for Marysville's awesome staff.
- The Chamber's Business before Hours presentation on economic trends was very informative.
- It is wonderful to see that the youth in the community have been very busy with positive activities.

Lee Phillips agreed that the Chamber presentation was very good.

John Soriano:

- He is looking forward to the Fishing Derby.
- He thanked Doug Buell for all his hard work on the community garden project.

Jeff Vaughan had no comments

Donna Wright had no comments

Jeff Seibert expressed appreciation for the use of the Wilcox's farm for the community garden. He feels Mr. Wilcox would be very pleased with use of his property.

### **Recess**

The Council went into recess at 7:54 p.m. for approximately 5 minutes after which time they reconvened into Executive Session for 15 minutes to discuss one pending litigation matter with action expected.

### **Executive Session**

- A. Litigation – 1 matter, pursuant to RCW 42.30.110(1)(i)
- B. Personnel
- C. Real Estate

At 8:12 p.m. the city clerk opened door to the meeting for any public.

**Motion** made by Councilmember Seibert, seconded by Councilmember Vaughn to authorize the mayor to sign the Release and Assignment of bond claims regarding Baileys LLC in the amounts of \$8000 and \$47,000 as discussed in executive session. **Motion** passed unanimously (6-0).

### **Adjournment**

Seeing no further business, Mayor Kendall adjourned the meeting at 8:12 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Mayor  
Dennis Kendall

\_\_\_\_\_  
Asst. Admin. Svcs. Director  
Tracy Jeffries

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: May 11, 2009**

AGENDA ITEM: Claims	AGENDA SECTION:
PREPARED BY: Sandy Langdon, Finance Director	AGENDA NUMBER:
ATTACHMENTS: Claims Listings	APPROVED BY: 
	MAYOR      CAO
BUDGET CODE:	AMOUNT:

Please see attached.

**RECOMMENDED ACTION:**

The Finance and Executive Departments recommend City Council approve the **April 22, 2009** claims in the amount of **\$542,661.33** paid by **Check No.'s 54976 through 55396** with **Check No.'s 54669 & 54729 voided**, and also **Check No.'s 54977-55186 due to a printing error.**

**COUNCIL ACTION:**

BLANKET CERTIFICATION  
**CLAIMS**  
FOR  
**PERIOD-4**

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 AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$542,661.33 PAID BY CHECK NO.'S 54976 THROUGH 55396 WITH CHECK NUMBER'S 54669 & 54729, AND ALSO CHECK NUMBER'S 54977-55186 (DUE TO PRINTING ERROR) VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

  
\_\_\_\_\_  
AUDITING OFFICER

  
\_\_\_\_\_  
DATE

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **22<sup>nd</sup> DAY OF April 2009.**

\_\_\_\_\_  
COUNCIL MEMBER

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 4/16/2009 TO 4/22/2009**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
54976	WASHINGTON STATE DEPARTMENT OF	SALES & USE TAX 3/09	001.231700.	756.28
	WASHINGTON STATE DEPARTMENT OF		00101130.549000.	2.96
	WASHINGTON STATE DEPARTMENT OF		00102020.549000.	7.75
	WASHINGTON STATE DEPARTMENT OF		00103010.549000.	37.75
	WASHINGTON STATE DEPARTMENT OF		101.231700.	391.01
	WASHINGTON STATE DEPARTMENT OF		401.231700.	122.31
	WASHINGTON STATE DEPARTMENT OF		40143410.553000.	47,973.28
	WASHINGTON STATE DEPARTMENT OF		40145040.553000.	2,906.67
	WASHINGTON STATE DEPARTMENT OF		41046060.553000.	17,882.59
	WASHINGTON STATE DEPARTMENT OF		420.231700.	10.60
	WASHINGTON STATE DEPARTMENT OF		420.231710.	3,833.27
	WASHINGTON STATE DEPARTMENT OF		42047267.553000.	207.22
	WASHINGTON STATE DEPARTMENT OF		501.231700.	32.10
	WASHINGTON STATE DEPARTMENT OF		503.231700.	10.84
55187	A & A LANGUAGE SERVICES	INTERPRETER SERVICES	00102515.549000.	599.20
	A & A LANGUAGE SERVICES		00105515.549000.	149.80
55188	KAMAL ABOUZAKI		00102515.549000.	150.00
55189	ACCELA INC	FINAL BILLING-ASSESSOR PARCEL	00102020.541000.	5,550.00
55190	ADVANTAGE COMMUNICATIONS INC	HOME CHARGER,CAR CHARGERS,CAS	501.141100.	142.18
55191	ALBERTSONS FOOD CENTER #471	PRKS & KBOCC SUPPLIES	00105120.531050.	61.93
	ALBERTSONS FOOD CENTER #471		00105120.531070.	22.97
	ALBERTSONS FOOD CENTER #471		00105120.531070.	24.26
	ALBERTSONS FOOD CENTER #471		10605250.549000.	22.54
	ALBERTSONS FOOD CENTER #471		10605250.549000.	52.79
55192	SCOTT ALBRIKTSSEN	JURY DUTY	00102515.549000.	15.50
55193	ALPHA COURIER, INC.	COURIER SRVC	40142480.541000.	100.40
55194	AMERICAN PLANNING ASSOCIATION	MEMBERSHIP-GRANGE	00102020.549000.	210.00
	AMERICAN PLANNING ASSOCIATION	MEMBERSHIP-DUNGAN	00102020.549000.	255.00
	AMERICAN PLANNING ASSOCIATION	MEMBERSHIP-HOLLAND	00102020.549000.	280.00
	AMERICAN PLANNING ASSOCIATION	PLANNING COMM MEMBERSHIP	00102020.549000.	450.00
55195	AMK CONSTRUCTION	UB 241201257000 12012 57TH AVE	401.122110.	33.50
55196	ANDERSON HUNTER LAW FIRM	BAYVIEW TRAIL PROPERTY ACQ	31000076.563000.P0708	2,500.00
55197	APPLIED PROFESSIONAL SERVICES	LOCATE AND MARK UTILITIES	40141180.541000.	520.00
55198	ARAMARK UNIFORM SERVICES	MAT CLEANING-WWTP	40142480.541000.	21.77
	ARAMARK UNIFORM SERVICES	MAT CLEANING-MEZZANINE	40143780.549000.	15.66
	ARAMARK UNIFORM SERVICES		40143780.549000.	29.39
55199	ARLINGTON MACHINE & WELDING	GUARDRAIL REPAIR-N. OF GROVE	10110564.531000.	2,126.60
	ARLINGTON MACHINE & WELDING	REPLACE RAIL-S. OF GROVE	10110564.531000.	2,126.60
55200	ASCOM HASLER/GE CAP PROG	MAILING MACHINE	00100110.531000.	36.89
	ASCOM HASLER/GE CAP PROG		00100310.531000.	36.89
	ASCOM HASLER/GE CAP PROG		00101023.531000.	36.89
	ASCOM HASLER/GE CAP PROG		00101130.531000.	36.89
	ASCOM HASLER/GE CAP PROG		00105515.545000.	36.90
	ASCOM HASLER/GE CAP PROG		00143523.531000.	36.89
55201	BRIAN CHARLES ASHBACH	PUBLIC DEFENSE FEES	00102515.541000.	95.00
	BRIAN CHARLES ASHBACH		00102515.541000.	126.25
	BRIAN CHARLES ASHBACH		00102515.541000.	175.00
55202	MICHAEL ASPEN	INSTRUCTOR SERVICES	00105120.541020.	290.50
55203	WASPC	ELEC HOME MONITORING	00103960.551000.	655.50
55204	SHARON AUSTIN	JURY DUTY	00102515.549000.	11.10
55205	BAG BOY	SLOTLINE PUTTER	420.141100.	68.00
	BAG BOY	REVOLVER CART BAGS	420.141100.	235.75
	BAG BOY	RENTAL SETS	42047267.531000.	571.25
55206	JAMES B BALLEW	REIMB EASTER EGG HUNT ITEMS	00105090.531050.	192.59
55207	BANDWIDTH.COM INC	MONTHLY SERVICE CHARGE	50300090.542000.	93.50

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55208	BANK OF AMERICA	TRAVEL REIMBURSEMENT	00103222.543000.	37.05
55209	BANK OF AMERICA		40143410.543020.	478.60
55210	BANK OF AMERICA	DUES RENEWAL	00103010.549000.	82.00
55211	BANK OF AMERICA	TRAINING REIMBURSEMENT	00103121.549100.	148.00
	BANK OF AMERICA		00103222.531000.	87.78
	BANK OF AMERICA		00103222.549100.	215.00
55212	RICHARD BARNEY	JURY DUTY	00102515.549000.	30.90
55213	BARRIE, JACK M	UB 241180000000 5211 105TH ST	401.122110.	116.56
55214	BEARD, ROSE	UB 981472738000 14727 43RD AVE	410.122100.	6.00
55215	BICKFORD FORD-MERCURY	EXHAUST STUDS & NUTS	50100065.534000.	23.98
	BICKFORD FORD-MERCURY	AIR CONTROL MOTOR & GASKET	50100065.534000.	81.00
	BICKFORD FORD-MERCURY	DRIVERS SIDE MIRROR ASSY	50100065.534000.	111.21
55216	BILLS BLUEPRINT INC	LARGE SCAN DOCUMENTS	00102020.531000.	465.24
55217	BOB BARKER COMPANY INC	PENCILS	00103960.531000.	59.77
	BOB BARKER COMPANY INC	INMATE SUPPLIES	00103960.531000.	596.16
55218	CATHY BRADY	REFUND DEPOSIT FOR RENTAL	001.239100.	58.00
55219	BRIM TRACTOR COMPANY, INC.	FREIGHT CHRGR CREDIT	50100065.534000.	-8.19
	BRIM TRACTOR COMPANY, INC.	CABLE ASSY, MOUNTING NUTS	50100065.534000.	121.87
55220	BROWN, EARON & SHAWN	UB 134926000000 4926 104TH PL	401.122110.	145.17
55221	BUD BARTON'S GLASS CO	DOOR ARM CLOSER	42047165.548000.	31.50
55222	KAREN BURKHART	JURY DUTY	00102515.549000.	12.86
55223	CANINE BEHAVIOR CENTER INC	INSTRUCTOR SERVICES	00105120.541020.	99.00
55224	IRATXE CARDWELL	INTERPRETER SERVICES	00102515.549000.	100.00
55225	CARLSON, PAUL	UB 940106000000 1060 BEACH AVE	401.122110.	257.61
55226	CARR'S ACE HARDWARE	BALL VALVES	40140480.531000.	39.05
55227	CASCADE MACHINERY & ELECTRIC INC	CALIBRATE DC DRIVE ON PUMP	40142480.548000.	673.31
55228	CASCADE SUBSCRIPTION SERVICES, INC	GOLF MAG SUBSCRIPTION	42047267.549000.	187.89
55229	CDW GOVERNMENT INC	BARRACUDA SPAM FILTER	50300090.541000.	956.77
55230	CEMEX	ASPHALT	10110130.531000.	371.28
55231	MONICA CHANDLER	JURY DUTY	00102515.549000.	21.44
55232	ASSOC OF SNO CO CITIES & TOWNS	DINNER MTG (3) ATTENDEES	00100060.549000.	70.00
	ASSOC OF SNO CO CITIES & TOWNS		00100110.549000.	35.00
55233	CODE PUBLISHING INC	CODE SUPPLEMENT UPDATE	00100050.549000.	36.48
	CODE PUBLISHING INC		00100110.549000.	36.48
	CODE PUBLISHING INC		00100310.549000.	18.24
	CODE PUBLISHING INC		00100720.549000.	18.24
	CODE PUBLISHING INC		00100720.549000.	164.25
	CODE PUBLISHING INC		00101023.549000.	36.48
	CODE PUBLISHING INC		00101130.549000.	18.24
	CODE PUBLISHING INC	CODE ELEC UPDATE	00101130.549000.	329.60
	CODE PUBLISHING INC	CODE SUPPLEMENT UPDATE	00103222.549000.	36.48
	CODE PUBLISHING INC		00105380.549000.	18.23
	CODE PUBLISHING INC		00105515.549000.	36.48
	CODE PUBLISHING INC		00143523.549000.	18.24
	CODE PUBLISHING INC		40143410.531000.	109.50
55234	COLUMBIA PAINT & COATINGS	PAINT & SUPPLIES-LIBRARY	00112572.531000.	78.19
	COLUMBIA PAINT & COATINGS	PAINT & TAPE	40143410.531000.	43.87
55235	COMCAST	PRO SHOP TV CABLE	42047267.549000.	95.79
55236	CONCUT, INC	SAW BLADE	40141380.531000.	571.62
55237	CONSECO SENIOR HEALTH INSURANCE CO	2009 INSURANCE PREMIUM	00103010.541000.	1,763.70
55238	CO-OP SUPPLY	ZIP TIES	00105380.531000.	14.64
55239	WA DEPT OF CORRECTIONS	INMATE MEALS	00103960.531250.	1,918.55
55240	WA DEPT OF CORRECTIONS	DEPT OF CORR WORK CREW 3/09	00105380.549000.	988.28
	WA DEPT OF CORRECTIONS		10111766.511000.	234.48
55241	WASHINGTON STATE CRIMINAL JUSTICE	SWAT BASIC TRAINING	00103222.549100.	1,800.00

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55242	DALY, DORRI	UB 822320000000 5520 PARKSIDE	401.122110.	18.06
55243	DATABASE SECURE RECORDS DESTRUCTIO	MONTHLY SHREDDING SERVICE	00100050.548000.	89.56
	DATABASE SECURE RECORDS DESTRUCTIO		00100110.549000.	19.52
	DATABASE SECURE RECORDS DESTRUCTIO		00101023.541000.	19.52
	DATABASE SECURE RECORDS DESTRUCTIO		00103010.541000.	46.79
	DATABASE SECURE RECORDS DESTRUCTIO		00103121.541000.	46.79
	DATABASE SECURE RECORDS DESTRUCTIO		00103222.541000.	46.79
	DATABASE SECURE RECORDS DESTRUCTIO		00104190.531000.	46.79
	DATABASE SECURE RECORDS DESTRUCTIO		00105380.531000.	19.52
55244	DAVIS DOOR	REPAIR DAMAGED ROLLUP DOOR	40143780.548000.	1,234.91
55245	SAM DAY	REIMBURSE MEAL-TRAINING	00105380.549000.	21.55
55246	HELEN DEAN	JURY DUTY	00102515.549000.	13.70
55247	DICKS TOWING INC	TOWING EXPENSE MP09-1862	00103222.541000.	43.44
	DICKS TOWING INC	TOWING EXPENSE MP09-1987	00103222.541000.	43.44
	DICKS TOWING INC	WINCH TRUCKS OUT OF MUD	40145040.541000.	141.18
55248	DISPLAY & COSTUME	EASTER EGG HUNT SUPPLIES	00105120.531050.	194.38
55249	DUNLAP INDUSTRIAL	ROPE	40143780.531000.	52.42
	DUNLAP INDUSTRIAL	CABLES,TURNBUCKLES	40145040.548000.	110.34
55250	E&E LUMBER INC	PATIO DOOR LOCK	00100010.531000.	1.94
	E&E LUMBER INC	FUNNEL,DRAIN FOAMER	00101250.531000.	12.58
	E&E LUMBER INC	GRAFFITI SUPPLIES	00102020.531000.	2.17
	E&E LUMBER INC		00102020.531000.	15.67
	E&E LUMBER INC	TARPS	00103121.531000.	11.78
	E&E LUMBER INC	RETURN PLUGS,FASTENERS	00105380.531000.	-6.13
	E&E LUMBER INC	FASTENERS	00105380.531000.	2.93
	E&E LUMBER INC	STAPLES	00105380.531000.	6.46
	E&E LUMBER INC	BOLT SNAPS	00105380.531000.	11.02
	E&E LUMBER INC	SCREWS,WHITEWOOD	00105380.531000.	87.96
	E&E LUMBER INC	YELLOW SPRAY PAINT	40140680.531000.	12.58
	E&E LUMBER INC	PLASTIC SCOOPS	501.141100.	115.07
55251	EIA	(3) SAFETY DVD'S	410.231700.	-15.98
	EIA		41046060.549000.	201.83
55252	TERRI EMERY	JURY DUTY	00102515.549000.	16.16
55253	WA ENVIRONMENTAL TRAINING CENTER	TRAINING-GUENZLER	40143410.549030.	305.00
55254	ETONIC WORLDWIDE LLC	GLOVES	420.141100.	27.00
55255	EVERETT TIRE & AUTOMOTIVE	TIRE	50100065.534000.	96.42
55256	CITY TREASURER EVERETT WA	WATER/FILTRATION SERVICE	40140080.533000.	86,917.85
55257	EVERGREEN PRINT SOLUTIONS	BLANK GARBAGE ROUTE CARDS	41046060.541000.	170.35
55258	EVERGREEN SECURITY SYSTEMS	FIRE SECURITY MONITORING	00101250.549000.	108.00
55259	EXIDE	BATTERIES W/CORE CHRGS	501.141100.	134.85
55260	FAIRFIELD INN & SUITES BY MARRIOTT	HOTEL-SWAT BASIC	00103222.543000.	79.34
	FAIRFIELD INN & SUITES BY MARRIOTT		00103222.543000.	238.02
	FAIRFIELD INN & SUITES BY MARRIOTT		00103222.543000.	238.02
	FAIRFIELD INN & SUITES BY MARRIOTT		00103222.543000.	238.02
	FAIRFIELD INN & SUITES BY MARRIOTT		00103222.543000.	238.02
	FAIRFIELD INN & SUITES BY MARRIOTT		00103222.543000.	238.02
	FAIRFIELD INN & SUITES BY MARRIOTT		00103222.543000.	238.02
	FAIRFIELD INN & SUITES BY MARRIOTT		00103222.543000.	238.02
55261	TODD FAST	REIMBURSE EQUIPMENT PURCHASE	00103222.526000.	104.90
55262	KIM FAVORITE	JURY DUTY	00102515.549000.	31.00
55263	FEDEX	SHIPPING EXPENSE	10110564.531000.	20.19
55264	JOSEPH FINLEY	REIMBURSE MILEAGE-TRAINING	50300090.543000.	111.10
55265	FIRST AMERICAN CORELOGIC	USER FEES	00102020.549000.	4,361.51
55266	FLINT TRADING INC	(5) SIGNS	10110564.531000.	1,113.54
55267	FOOTJOY	GOLF SHOES	420.141100.	60.10

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55268	KAREN GARCIA	JURY DUTY	00102515.549000.	31.00
55269	MICHELLE KEMP-GEHLSSEN	PROTEM SERVICES	00100050.541000.	370.00
55270	GENERAL CHEMICAL CORP	ALUM SULFATE 12.216 DRY TON	40142480.531320.	4,271.61
55271	T.J. GIBBS JR. AND CHRISTINE ANN GIBBS	BAYVIEW TRAIL PROPERTY ACQ	31000076.563000.P0708	5,500.00
55272	MATTHEW GOOLSBY	TRAVEL REIMBURSEMENT	00103222.543000.	341.99
55273	GREENSHIELDS INDUSTRIAL SUPPLY	PRESSURE WASH HOSE	41046060.531000.	81.90
	GREENSHIELDS INDUSTRIAL SUPPLY	MISC. HYDRAULIC HOSE FITTINGS	501.141100.	1,263.41
	GREENSHIELDS INDUSTRIAL SUPPLY	HYDRAULIC HOSE ASSEMBLY	50100065.534000.	39.63
55274	HACKNEY, DIANNE	UB 212685000000 4915 122ND PL	401.122110.	27.56
55275	HAGGEN, INC.	LUNCH & LEARN	00100310.549011.	379.77
55276	HAGGEN, INC.	POLICE SERGEANT ASSESSMENT	00103010.549000.	190.96
55277	MICHELLE HARVEY	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
55278	SUZANNE HASKETT	JURY DUTY	00102515.549000.	14.84
55279	HD FOWLER COMPANY	ENTRY FEBCO, BRASS UNION	00105380.548000.	586.15
	HD FOWLER COMPANY	GAUGES	40140480.531000.	267.27
	HD FOWLER COMPANY	5" STORZ AND CEMENT QUART	40140680.531000.	796.55
	HD FOWLER COMPANY	CLEAN OUT GRIPPER PLUG	40142480.548000.	18.52
55280	HEALTHFORCE PARTNERS, INC	DOT EXAMS	40143410.541000.	216.00
55281	AMANDA HERTZ	INSTRUCTOR SERVICES	00105250.541020.	20.40
	AMANDA HERTZ		00105250.541020.	225.00
55282	HUMBARGER, DON & KIM	UB 751625050401 5604 73RD AVE	401.122110.	85.97
55283	LETTIE HYLARIDES	INTERPRETER SERVICES	00102515.549000.	108.80
	LETTIE HYLARIDES		00102515.549000.	108.80
	LETTIE HYLARIDES		00102515.549000.	108.80
	LETTIE HYLARIDES		00102515.549000.	108.80
55284	IRON MOUNTAIN QUARRY LLC	3/4" MINUS & 1 1/4" MINUS ROCK	10110130.531000.	495.17
	IRON MOUNTAIN QUARRY LLC	3/4" MINUS ROCK	10110130.531000.	1,035.23
	IRON MOUNTAIN QUARRY LLC	3/4" MINUS ROCK	40142680.531000.	393.63
55285	LARRY JACOBSON	JURY DUTY	00102515.549000.	13.30
55286	ARDYCE JOHNSON		00102515.549000.	12.75
55287	MARK JOHNSON		00102515.549000.	21.33
55288	JUDD & BLACK	TV, VIDEO RECORDERS & TV MOUNT	40143780.531000.	644.49
55289	JUDD & BLACK	DRYER REPAIR	00103960.548000.	174.19
55290	JW TEL-TRONICS, INC.	SERVICE CALL	00100720.541000.	456.12
55291	CHRIS KING	JURY DUTY	00102515.549000.	20.72
55292	JEREMY KING	COMPUTER CASE REIMBURSEMENT	00103222.535000.	108.59
55293	TIM KING	MEAL REIMBURSEMENT	40143410.549000.	9.75
55294	CARLTON DOUP	INSTRUCTOR SERVICES	00105120.541020.	201.45
	CARLTON DOUP		00105120.541020.	268.60
55295	RITA LECHLIDER	JURY DUTY	00102515.549000.	13.30
55296	DEPT OF LICENSING	BECK, ROXANNA (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	BUCK, MICHAEL (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	BUTLER, NATHAN (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	CLUTTERBUCK, ERICK (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	EWING, TIMOTHY (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	GOMEZ, ROBERTO (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	KEHRER, JON (RENEWAL)	001.237020.	18.00
	DEPT OF LICENSING	KNUTZEN, MATTHEW (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	LEE, JOHNATHAN (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	MEAD, DONNA (RENEWAL)	001.237020.	18.00
	DEPT OF LICENSING	MILLER, CHRISTA (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	MORIN, TIMOTHY (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	SELIA, AMY (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	THACKER, DANIEL (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	WILSON, JAMES (ORIGINAL)	001.237020.	18.00

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55297	DEPT OF LICENSING	3RD QTR CREDIT CARD FEES	00102020.549000.	449.32
55298	LORNA LOVETT	REFUND DEPOSIT FOR RENTAL	001.239100.	200.00
55299	LOWES HIW INC	LOCK BOX	40141280.531000.	43.37
55300	MARYSVILLE MUNICIPAL COURT	BANK CARD FEES	00100050.541000.	507.76
55301	MARYSVILLE PAINT & DECORATING	PRIMER AND PAINT	00112572.531000.	95.45
55302	MARYSVILLE SCHOOL DISTRICT #25	CMS FACILITY USE FEES	00105120.531030.	7.00
	MARYSVILLE SCHOOL DISTRICT #25		00105120.531090.	31.50
	MARYSVILLE SCHOOL DISTRICT #25		00105120.531091.	92.00
	MARYSVILLE SCHOOL DISTRICT #25	TMS FACILITY USE FEES	00105120.531091.	92.00
	MARYSVILLE SCHOOL DISTRICT #25	MMS FACILITY USE FEES	00105120.531091.	102.00
	MARYSVILLE SCHOOL DISTRICT #25	LMS FACILITY USE FEES	00105120.531091.	103.25
	MARYSVILLE SCHOOL DISTRICT #25	LES FACILITY USE FEES	00105120.531091.	147.00
	MARYSVILLE SCHOOL DISTRICT #25	KME FACILITY USE FEES	00105120.531091.	178.50
	MARYSVILLE SCHOOL DISTRICT #25	PES FACILITY USE FEES	00105120.531091.	182.00
	MARYSVILLE SCHOOL DISTRICT #25	SES FACILITY USE FEES	00105120.531091.	211.75
	MARYSVILLE SCHOOL DISTRICT #25	MMS FACILITY USE FEES	00105120.531091.	227.45
	MARYSVILLE SCHOOL DISTRICT #25	CES FACILITY USE FEES	00105120.531091.	259.88
	MARYSVILLE SCHOOL DISTRICT #25	GES FACILITY USE FEES	00105120.531091.	329.00
	MARYSVILLE SCHOOL DISTRICT #25	MES FACILITY USE FEES	00105120.531091.	401.25
	MARYSVILLE SCHOOL DISTRICT #25	TMS FACILITY USE FEES	00105120.531091.	1,035.29
	MARYSVILLE SCHOOL DISTRICT #25	MMS FACILITY USE FEES	00105120.531091.	1,380.84
	MARYSVILLE SCHOOL DISTRICT #25	CMS FACILITY USE FEES	00105120.531091.	1,509.10
	MARYSVILLE SCHOOL DISTRICT #25	QCE FACILITY USE FEES	00105120.531091.	1,629.42
	MARYSVILLE SCHOOL DISTRICT #25	ACE FACILITY USE FEES	00105120.531091.	1,682.75
55303	CITY OF MARYSVILLE	WTR @ 6915 ARMAR RD	00105380.547000.	29.37
	CITY OF MARYSVILLE		00105380.547000.	31.82
	CITY OF MARYSVILLE	WTR @ 6915 ARMAR RD IRR	00105380.547000.	132.19
	CITY OF MARYSVILLE	WTR/SWR @ 5315 64TH ST NE	00105380.547000.	198.59
	CITY OF MARYSVILLE	WTR/SWR @ 6915 ARMAR RD	00105380.547000.	198.59
	CITY OF MARYSVILLE		00105380.547000.	338.08
	CITY OF MARYSVILLE	WTR/SWR/GRB @ 6915 ARMAR RD	00105380.547000.	2,357.97
55304	MISTY MARZ	JURY DUTY	00102515.549000.	12.20
55305	CAREY MCNALLIE		00102515.549000.	12.75
55306	MEDALLION HOTEL	LAKESWOOD BUSINESS MTG	00103010.549000.	378.80
55307	MEDFORD POLICE DEPARTMENT	MAPLES,LEE, MCSHANE-MAY 09	00103222.549100.	420.00
55308	MICROFLEX INC	TAX AUDIT PROGRAM	00101023.541000.	509.21
55309	MONEY MAILER OF SNOHOMISH CO	MONEY MAILER COUPONS	42047267.544000.	472.50
55310	LONNIE JAMES MOON	REFUND BUSINESS LIC FEES	00100321.319000.	25.00
55311	LYNN MYERS	JURY DUTY	00102515.549000.	31.00
55312	NICE, PHILIP R	UB 250366000002 5125 108TH PL	401.122110.	45.78
55313	NORTH COUNTY OUTLOOK	COUPONS ADVERTISING	42047267.544000.	200.00
55314	NORTHWEST PLAYGROUND EQUIPMENT	PLAYWORLD-N.POINT/HICKOK PARK	31000076.563000.P0903	5,777.84
	NORTHWEST PLAYGROUND EQUIPMENT		31000076.563000.P0907	16,000.00
55315	OFFICE DEPOT	OFFICE SUPPLIES	00101130.531000.	8.63
	OFFICE DEPOT		00102020.531000.	50.89
	OFFICE DEPOT		00103222.531000.	274.23
	OFFICE DEPOT		00105380.531000.	22.55
	OFFICE DEPOT		00105515.531000.	60.85
	OFFICE DEPOT		00143523.531000.	8.30
	OFFICE DEPOT		40140880.531000.	-133.46
	OFFICE DEPOT		40140880.531000.	4.58
	OFFICE DEPOT		40140880.531000.	265.61
	OFFICE DEPOT		50300090.531000.	398.57
55316	DYANNE O'HALLORAN	REFUND- MEDICAL	00110347.376004.	52.00
55317	ORKIN EXTERMINATING	SERVICE @ PSB	00100010.548000.	45.64

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 4/16/2009 TO 4/22/2009**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
55317	ORKIN EXTERMINATING	SERVICE @ CH	00103530.548000.	82.95
	ORKIN EXTERMINATING	SERVICE @ CABOOSE	00105380.548000.	57.84
	ORKIN EXTERMINATING	SERVICE @ LIBRARY	00112572.548000.	45.64
	ORKIN EXTERMINATING	SERVICE @ WWTP	40142480.549000.	61.58
	ORKIN EXTERMINATING	SERVICE @ PW	40143410.548000.	50.21
55318	PACIFIC NW BUSINESS PRODUCTS INC	PRINTER	10111864.531000.	94.43
55319	PACIFIC POWER PRODUCTS	BEARING COLLAR,BALL BEARING	00105380.548000.	41.67
	PACIFIC POWER PRODUCTS	COUNTERSHAFT	00105380.548000.	275.54
55320	PACIFIC TOPSOILS INC	CONCRETE DUMP	10110361.531000.	115.00
55321	PAGE & TUTTLE	LOGOED UNIFORM SHIRTS-GRACE	420.141100.	257.98
55322	JUSTIN PALITZ	REIMBURSE MEAL-TRAINING	00105380.549000.	27.50
55323	THE PARTS STORE	WARRANTY DIST CAP	50100065.531000.	-30.76
	THE PARTS STORE	REFUND GREASE MIS BILL	50100065.531000.	-2.91
	THE PARTS STORE	GREASE	50100065.531000.	2.91
	THE PARTS STORE	DIST CAP	50100065.531000.	30.76
	THE PARTS STORE	REFUND CORE CHRG	50100065.534000.	-29.87
	THE PARTS STORE	RETURN FLANGE	50100065.534000.	-18.07
	THE PARTS STORE	EXH MANIFOLD GASKET,FLANGE	50100065.534000.	27.27
	THE PARTS STORE	WATER PUMP,THERMOSTAT	50100065.534000.	69.43
	THE PARTS STORE	REB ALTERNATOR	50100065.534000.	105.10
	THE PARTS STORE	WIPER MOTOR W/CORE CHRG	50100065.534000.	109.35
	THE PARTS STORE	WINDSHIELD WIPER SWITCH	50100065.534000.	116.82
55324	LAURIE HUGDAHL	MINUTE TAKING SERVICE	00101130.541000.	43.40
	LAURIE HUGDAHL		00101130.541000.	96.10
55325	LYNN PEAVEY COMPANY	SUPPLIES EVIDENCE PROPERTY	001.231700.	-12.45
	LYNN PEAVEY COMPANY		00103222.531000.	157.20
55326	WASHINGTON STATE DEPT.OF PERSONNEL	TRAINING-FINLEY	50300090.549000.	110.00
55327	PETERSHAGEN INSURANCE	NOTARY FEES-GLIDDEN	00104190.531000.	140.00
55328	PETTICORD, GREG	UB 331424200000 14920 45TH DR	401.122110.	285.37
55329	LEE PHILLIPS	REIMBURSE TRAVEL EXPENSE	00100060.543000.	38.83
55330	PICK OF THE LITTER DESIGN, INC.	POCKET BROCHURES 09 CONCERT	00105120.531060.	1,578.96
55331	DENISE FREEMAN	JACKET-VERMUELEN	00103222.526000.	430.89
55332	PING	WEDGES	420.141100.	84.20
	PING	WEDGE & METAL WOOD	420.141100.	204.62
55333	DIANE PRINGLE	JURY DUTY	00102515.549000.	15.94
55334	PUGET SOUND SECURITY PATROL INC.	SECURITY SERVICES	00100030.541000.	717.50
	PUGET SOUND SECURITY PATROL INC.		00100050.541000.	2,152.50
55335	PUD NO 1 OF SNOHOMISH COUNTY	ACCT # 345-002-210-2	00105380.547000.	14.75
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT # 341-007-063-9	00105380.547000.	277.58
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #343-042-303-2	10110463.547000.	624.05
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #609-000-699-7	10111864.547000.	32.59
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #564-001-175-4	10111864.547000.	105.28
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #500-001-942-1	40140180.547000.	114.78
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #540-011-293-3	40140180.547000.	206.58
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #538-011-915-5	40142280.547000.	86.82
55336	PURDY, AARON & ANGELA	UB 760084000000 6807 57TH ST N	401.122110.	50.63
55337	RADIOSHACK	SD CONVERTER	10111230.549000.	14.11
55338	DABID & SUE RASMUSSEN	WATER/SEWER CONSERV REBATE	40143410.549070.	50.00
55339	RCA PROPERTIES	UB 986308000000 6308 36TH ST N	401.122120.	83.04
55340	RED LION TACOMA	HOTEL THRU TRAINING-ELTON, J	00103222.543000.	401.79
55341	WASHINGTON STATE DEPARTMENT OF	3/07 EXCISE TAX AMENDMENT	402.213700.	2,537.57
55342	WASHINGTON STATE DEPARTMENT OF	4/08 EXCISE TAX AMENDMENT	402.213700.	4,592.99
55343	WASHINGTON STATE DEPARTMENT OF	1/07 EXCISE TAX AMENDMENT	402.213700.	32,752.29
55344	LISA ROESLER	JURY DUTY	00102515.549000.	15.50
55345	ROY ROBINSON CHEVROLET	HEATER FAN RESISTER PACK	50100065.534000.	60.87

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 4/16/2009 TO 4/22/2009**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
55345	ROY ROBINSON CHEVROLET	WIPER MOTOR COVER W/MODULE	50100065.534000.	127.74
55346	ANDREA RUSSELL	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
55347	PATRICIA RUTTEN	JURY DUTY	00102515.549000.	12.75
55348	NATL ASSOCIATION OF SCHOOL RESOURCE	40 HOUR COURSE-WHITE, D	00103528.549100.	495.00
55349	LYNN SCHROEDER	REIMBURSE TRAVEL/TABLECOVERS	00100110.543000.	2.26
	LYNN SCHROEDER		00100110.549000.	52.37
55350	JUANITA F. WADE	COURSE FLAGS	420.231700.	-37.59
	JUANITA F. WADE		42047165.531910.	462.09
55351	SEATTLE PUMP & EQUIPMENT CO	ALUMINUM INTAKE TUBE	40145040.548000.	226.43
55352	SINGFIELD PROPERTIES LLC	UB 271090045000 5204 124TH PL	401.122110.	104.72
55353	DAVID SJOBLUM	JURY DUTY	00102515.549000.	20.01
55354	DEBORAH SMITH		00102515.549000.	23.75
55355	SNOHOMISH COUNTY CORRECTIONS	INMATE HOUSING 3/09	00103960.551000.	93,400.31
55356	SNO CO EDC	EDC'S QTRLY EVENT 4/22/09	00100720.549000.	32.00
55357	SNO CO PUBLIC WORKS	SOLID WASTE DISPOSAL FEES 3/09	41046060.551000.	114,476.00
55358	SNOHOMISH HEALTH DISTRICT	MEDICAL CARE	40142080.541000.	79.00
	SNOHOMISH HEALTH DISTRICT		40142080.541000.	79.00
55359	SONITROL	SERVICE @ 1010 BEACH	00105580.541000.	586.99
55360	SOUND PUBLISHING INC	WEB AD-PARKS-ACCT #88522150	00105120.544000.	75.00
55361	SOUND PUBLISHING INC	LEGAL ADS-ACCT #88522147	00101130.544000.	31.43
	SOUND PUBLISHING INC		00101130.544000.	98.78
55362	SOUND PUBLISHING INC	WEBSITE AD-ACCT #88502460	42047267.544000.	150.00
55363	SOUND PUBLISHING INC	SEASONAL AD-ACCT #8852214	42047061.544000.	170.80
55364	SOUND PUBLISHING INC	LEGAL ADS-ACCT #88522148	00102020.544000.	186.34
55365	SOUND SAFETY PRODUCTS CO INC	JEANS-STROPE, J	40143410.526200.	102.10
	SOUND SAFETY PRODUCTS CO INC	CREW UNIFORM	42047165.526000.	102.87
55366	WASHINGTON STATE PATROL	BACKGROUND CHECKS	00100310.541000.	340.00
	WASHINGTON STATE PATROL		00102020.531000.	10.00
55367	STOWE, KIM	UB 741362650000 5407 59TH PL N	401.122110.	115.77
55368	DUSTIN STRAWN	REIMBURSE MEALS/MANUAL/FEE	10111160.543000.	42.57
	DUSTIN STRAWN		40143410.543020.	42.56
55369	SUNNYSIDE NURSERY	PLANTS FOR PARKS MAINT	00105380.531000.	55.31
55370	TAB NORTHWEST	LABELS	00100050.531000.	25.56
55371	TAYLORMADE	R9 FW METAL, RES09	420.141100.	274.40
55372	RICHARD THOMAS	REFUND CLASS FEES	00110347.376009.	90.00
55373	TITLEIST	COBRA LADY DRIVER	420.141100.	147.79
	TITLEIST	TITLEIST GLOVES	420.141100.	392.16
55374	GATHERING STORM,LLC DBA TMAX GEAR	SAN MARINO BAG	420.141100.	110.34
55375	TRAVIS PIKE	REIMBURSE MEAL-TRAINING	00105380.549000.	31.49
55376	TULALIP TRIBES OF WA	BAIL POSTED	001.229050.	50.00
	TULALIP TRIBES OF WA		001.229050.	1,500.00
55377	UNITED PARCEL SERVICE	SHIPPING EXPENSE	00103222.542000.	64.05
55378	UNITED PIPE & SUPPLY INC	CREDIT (OVERCHARGED)	401.141400.	-67.38
	UNITED PIPE & SUPPLY INC	HIGH RESETTERS W/CHECK VLV	401.141400.	866.59
55379	UNIVERSITY OF WASHINGTON	REGISTRATION/PARKING PERMIT	50100065.543000.	48.00
	UNIVERSITY OF WASHINGTON		50100065.549100.	450.00
55380	US TENNIS ASSOCIATION	RENEW MEMBERSHIP-HALL, D	00105120.531050.	35.00
55381	USSSA WASHINGTON STATE	SANCTION FEES-SOFTBALL LEAG	00105120.531010.	875.00
55382	UTILITIES UNDERGROUND LOCATION CTR	EXCAVATION NOTICE	40141180.541000.	669.60
55383	VAADE, CHARLES	UB 780025000000 5207 64TH AVE	401.122110.	159.37
55384	VAN DAM'S ABBEY CARPETS	LAMINATE & RUBBER BASE INSTALL	00101250.548000.	6,031.64
55385	VARSITY COMMUNICATIONS, INC.	CASCADE MAGAZINE AD	42047267.544000.	618.75
55386	JEFFREY VAUGHAN	REIMBURSE TRAVEL EXPENSE	00100060.543000.	112.49
55387	VERIZON NORTHWEST	ACCT #404449227007	00100050.542000.	256.32
	VERIZON NORTHWEST		00100310.531000.	61.38

**CITY OF MARYSVILLE  
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**FOR INVOICES FROM 4/16/2009 TO 4/22/2009**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
55387	VERIZON NORTHWEST	ACCT #109471572710	00103121.542000.	68.46
	VERIZON NORTHWEST	ACCT #108778831503	00104000.542000.	75.45
	VERIZON NORTHWEST	ACCT #109778831810	00104000.542000.	75.45
	VERIZON NORTHWEST	ACCT #1109268635501	00104000.542000.	93.05
	VERIZON NORTHWEST	ACCT #109471572710	00105120.542000.	79.99
	VERIZON NORTHWEST	ACCT #102857559902	00112572.542000.	103.19
55388	VERIZON NORTHWEST	BLACKBERRY CHARGES	00100020.542000.	54.53
	VERIZON NORTHWEST		00100050.542000.	54.53
	VERIZON NORTHWEST		00100110.542000.	109.06
	VERIZON NORTHWEST		00100310.542000.	54.53
	VERIZON NORTHWEST		00101023.542000.	54.53
	VERIZON NORTHWEST		00102020.542000.	54.53
	VERIZON NORTHWEST		00103010.542000.	54.53
	VERIZON NORTHWEST		00105120.542000.	54.53
	VERIZON NORTHWEST		00105515.542000.	109.06
	VERIZON NORTHWEST		40143410.542000.	54.53
55389	VINYL SIGNS & BANNERS	(2) SIGNS (MOVIE IN THE PARK)	00105120.531060.	309.18
	VINYL SIGNS & BANNERS	(1) SIGN (WRIGHT MEMORIAL FLD)	00105380.549000.	477.84
	VINYL SIGNS & BANNERS	(2) SIGNS (HICKOK PARK)	31000076.563000.P0903	1,433.52
55390	WAXIE SANITARY SUPPLY	REFUND DAMAGED VIREX CLNR	00105380.531400.	-167.57
	WAXIE SANITARY SUPPLY	(2) VIREX CLEANER	00105380.531400.	167.57
	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	00105380.531400.	800.97
55391	WEBCHECK	WEBCHECK CANOPY SRVC 3/09	00143523.541000.	444.00
55392	KARA WENE	JURY DUTY	00102515.549000.	11.65
55393	WEST PAYMENT CENTER	REVISED CODE	00100050.549000.	429.66
55394	WESTERN FACILITIES SUPPLY INC	CUSTODY SUPPLIES	00103960.531000.	665.52
55395	WILLIAMS, MITCHELL & BERTHA	UB 680840000005 4605 100TH ST	401.122110.	157.73
55396	WOODINVILLE CONCRETE, INC.	CONCRETE WORK	10110361.531000.	101.84

**WARRANT TOTAL: 543,096.14**

**VOIDS**

CHECK # 54669	TRAINING CANCELLED	(405.00)
CHECK # 54729	INITIATOR ERROR	(29.81)
CHECK # 54977-55186	DUE TO PRINTING ERROR	

**542,661.33**

**REASON FOR VOIDS:**

- INITIATOR ERROR
- WRONG VENDOR
- CHECK LOST IN MAIL

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: May 11, 2009**

AGENDA ITEM: Claims	AGENDA SECTION:
PREPARED BY: Sandy Langdon, Finance Director	AGENDA NUMBER:
ATTACHMENTS: Claims Listings	APPROVED BY: 
	MAYOR      CAO
BUDGET CODE:	AMOUNT:

Please see attached.

RECOMMENDED ACTION:  The Finance and Executive Departments recommend City Council approve the <b>April 29, 2009</b> claims in the amount of <b>\$1,083,407.60</b> paid by <b>Check No.'s 55397 through 55544</b> with <b>Check No.'s 50482 &amp; 55281 voided.</b>
COUNCIL ACTION:

BLANKET CERTIFICATION

**CLAIMS**  
FOR  
**PERIOD-4**

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 AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$1,083,407.60 PAID BY CHECK NO.'S 55397 THROUGH 55544 WITH CHECK NUMBER'S 50482 & 55281 VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

*[Handwritten Signature]*  
\_\_\_\_\_  
AUDITING OFFICER

*4/29/09*  
\_\_\_\_\_  
DATE

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **29<sup>th</sup>** **DAY OF April 2009.**

\_\_\_\_\_  
COUNCIL MEMBER

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 4/23/2009 TO 4/29/2009**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
55397	NANCY ABELL	REIMBURSE CDL WORKBOOKS&ITEM:	00100310.531200.	667.08
55398	ALTERNATIVE BLASTERS HI-TECH STRIPING	SAND BLAST SIGNS	00105380.531000.	137.50
55399	AM TEST INC	WATER ANALYSIS	40140780.541000.	930.00
55400	AMERICAN SOCCER COMPANY	SOCCER EQUIPMENT 09 LEAGUE	00105120.531030.	640.06
55401	AWWA NW SUBSECTION	ACTUATORS CLASS-BUELL, J	40143410.549030.	60.00
55402	RICK AMOS	REFUND SECURITY DEPOSIT	001.239100.	200.00
55403	ANDES LAND SURVEYING	SEWER EXTENSION BILLING	40230594.563000.S0903	6,000.00
55404	ARAMARK UNIFORM SERVICES	MAT CLEANING-WWTP	40142480.541000.	12.38
	ARAMARK UNIFORM SERVICES		40142480.541000.	21.79
	ARAMARK UNIFORM SERVICES	MAT CLEANING-MEZZANINE	40143780.549000.	15.66
	ARAMARK UNIFORM SERVICES		40143780.549000.	17.00
	ARAMARK UNIFORM SERVICES		40143780.549000.	29.37
	ARAMARK UNIFORM SERVICES		40143780.549000.	29.39
	ARAMARK UNIFORM SERVICES	UNIFORM CLEANING	50100065.526000.	45.12
	ARAMARK UNIFORM SERVICES		50100065.526000.	48.92
	ARAMARK UNIFORM SERVICES		50100065.526000.	64.07
55405	ATLAS FENCE COMPANY	POSTS,POST CAPS,RAIL ENDS,TIES	10110564.531000.	96.38
	ATLAS FENCE COMPANY	SELF CLOSING HINGE	10110564.531000.	108.60
55406	BANK OF AMERICA	MEAL REIMBURSEMENT	00100060.543000.	202.39
	BANK OF AMERICA		00100110.543000.	67.47
	BANK OF AMERICA		00102020.543000.	22.49
55407	THE BANK OF NEW YORK MELLON	ADMIN FEES MARWAT05	45000085.549000.	301.75
55408	BARNETT IMPLEMENT	MOTOR OIL	42047165.548000.	120.25
55409	BERGER/ABAM ENGINEERS INC	PAY ESTIMATE # 10	30500030.563000.R0604	18,678.15
55410	MARTY BREWER	USED GOLF BALLS	420.141100.	300.00
55411	CHRIS BROWN	REIMBURSE TRAVEL EXPENSE	50300090.543000.	139.38
55412	BROWNS AUTOMOTIVE	RESURFACE EXHAUST MANIFOLD	50100065.548000.	32.58
55413	LARRY BUELL	REIMBURSE MEALS-TACT TEAM	00103222.543000.	61.92
55414	BUILDERS EXCHANGE	PUBLISH PROJECT ONLINE	40220594.563000.W R&R	63.75
55415	BURKE-DARROW, INC.	IRRIGATION REPAIRS @ EBey	31000076.563000.P0904	5,668.92
55416	TONY CAMPBELL	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
55417	IRATXE CARDWELL	INTERPRETER SERVICES	00102515.541000.	100.00
55418	WENDY CARR & MANUAL GARCIA	WATER/SEWER CONSERV REBATE	40143410.549070.	50.00
55419	CARR'S ACE HARDWARE	PRY BAR	40140980.531000.	39.09
55420	CASCADE NATURAL GAS	SERVICE @ STILLY	40141580.547000.	2,968.50
55421	KARI CHENNAULT	EARTH DAY PLANTING SNACKS	40145040.553100.	89.12
55422	PETER COLLERAN	REIMBURSE STAFF LUNCH	42047165.549000.	29.83
55423	COMCAST	MONTHLY BROADBAND CHARGE	50300090.531000.	169.95
55424	COMPTICK, INC	LAPTOP BATTERY REPLACEMENTS	503.231700.	-21.07
	COMPTICK, INC		50350390.535000.RPLC	266.07
55425	CONSOLIDATED ELECTRICAL DIST INC	LIGHTS FOR PW SHOP	40143780.531000.	43.62
55426	CO-OP SUPPLY	(48) 50# BAGS LIME	00105120.531010.	218.42
	CO-OP SUPPLY	LIGHT FOR DECANT SHACK	40145040.531000.	27.14
55427	CRAFT MART	KBSCC SPECIAL EVENT SUPPLIES	00105250.531050.	38.44
55428	VONNIE CRAWFORD	INSTRUCTOR SERVICES	00105250.541020.	225.00
55429	CRESSY, YVONNE	UB 760033400000 6925 54TH PL N	401.122110.	29.81
55430	DAILY JOURNAL OF COMMERCE	CALLS FOR BIDS ADVERTISING	40220594.563000.W0607	345.60
55431	DATABASE SECURE RECORDS DESTRUCTIO	MONTHLY SHREDDING SERVICE	00100020.531000.	5.86
	DATABASE SECURE RECORDS DESTRUCTIO		00100310.531000.	19.52
	DATABASE SECURE RECORDS DESTRUCTIO		00102020.531000.	5.85
	DATABASE SECURE RECORDS DESTRUCTIO		40143410.531000.	5.85
	DATABASE SECURE RECORDS DESTRUCTIO		50100065.531000.	0.98
	DATABASE SECURE RECORDS DESTRUCTIO		50200050.531000.	0.98
55432	ELDON DENNIS	LEOFF 1 REIMBURSEMENT	00103010.541100.	450.05
55433	DMH INDUSTRIAL ELECTRIC INC	RECON ELECTRIC MOTOR	40142480.548000.	436.80

**CITY OF MARYSVILLE  
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
55434	STACEY DREYER	REIMBURSE MEALS-TACT TEAM	00103222.543000.	107.98
55435	E&E LUMBER INC	PULLS	00105380.531000.	12.12
	E&E LUMBER INC	DOOR KNOB	00105380.531000.	24.97
	E&E LUMBER INC	PAINT	00105380.531000.	32.57
	E&E LUMBER INC	POSTS,LUMBER,CONCRETE	00105380.531000.	42.45
	E&E LUMBER INC	PAINT,PRIMER,LUMBER	00105380.531000.	48.08
	E&E LUMBER INC	PAINT,PRIMER,ROLLER CVRS	00105380.531000.	53.76
	E&E LUMBER INC	FASTENERS	00105380.531000.	63.07
	E&E LUMBER INC	MASKING TAPE,ROLLER CVRS,TRAYS	00105380.531000.	122.49
	E&E LUMBER INC	MARKER PAINT	42047165.531910.	34.47
	E&E LUMBER INC	RAGS,EXT CORDS,EARMUFFS,HOSES	501.141100.	287.96
55436	BRIAN T. EDDY	SETTLEMENT AGREEMENT	30500030.563000.R0701	2,800.00
55437	ENERGY TRANSFER TECHNOLOGY INC	REGISTRATION-HACKFORD	50100065.549100.	450.00
55438	THE EVERETT STEEL COMPANIES	ANGLE STEEL	00105380.531000.	864.20
55439	EXIDE	BATTERY CORE CHRGR REFUND	501.141100.	-89.23
	EXIDE	BATTERIES W/CORE CHRGS	501.141100.	227.00
55440	CHRIS FLOYD	INSTRUCTOR SERVICES	00105120.541020.	2,173.71
55441	WALLACE FORSLOF	REIMBURSE MEALS-TACT TEAM	00103222.543000.	54.28
55442	JEFF FRANZEN		00103222.543000.	114.75
55443	FRED MEYER	JEANS-DAVIS, J	40143410.526300.	113.89
55444	GENERAL CHEMICAL CORP	ALUM SULFATE 12.191 DRY TON	40142480.531320.	4,262.87
55445	GIBSON TRAFFIC CONSULTANTS	PAY ESTIMATE # 1	30500030.563000.R0904	7,935.00
55446	JEFF GOLDMAN	TUITION REIMBURSEMENT	00103010.549100.	396.50
55447	MATTHEW GOOLSBY	REIMBURSE MEALS-TACT TEAM	00103222.543000.	44.77
55448	GRANITE CONSTRUCTION COMPANY	PAY ESTIMATE # 9	30500030.563000.R0301	180,062.99
	GRANITE CONSTRUCTION COMPANY		40220594.563000.W0007	245,155.75
	GRANITE CONSTRUCTION COMPANY		40230594.563000.S0701	314,049.81
	GRANITE CONSTRUCTION COMPANY		40250594.563000.D0501	10,549.78
55449	GREENSHIELDS INDUSTRIAL SUPPLY	DRILL BIT,NYLON SLINGS,CNTR PN	00105380.535000.	285.12
55450	HACH COMPANY	TURBIDITY STD & BUFFERS	40141580.531300.	934.87
55451	STEVE HACKFORD	REIMB LODGING/MEALS-TRAINING	50100065.543000.	212.17
55452	OULAF HAGE	REFUND CLASS FEES	00110347.376021.	58.00
55453	HARRIS & ASSOCIATES	PAY ESTIMATE # 11	30500030.563000.R0301	22,799.55
	HARRIS & ASSOCIATES		40220594.563000.W0007	31,064.38
	HARRIS & ASSOCIATES		40230594.563000.S0701	39,804.20
	HARRIS & ASSOCIATES		40250594.563000.D0501	1,329.97
55454	ANDREA HARTLAND KINGSFORD	REIMBURSE ASAP/EGG HUNT ITEMS	00105120.531050.	19.48
	ANDREA HARTLAND KINGSFORD		00105120.531070.	96.30
55455	HASLER, INC	POSTAGE LEASE PYMNT	00100050.542000.	495.22
55456	JIM HAYES	REIMBURSE JEANS COST	10111230.526000.	107.38
55457	HD FOWLER COMPANY	RESETTERS	401.141400.	86.95
	HD FOWLER COMPANY		401.141400.	169.74
	HD FOWLER COMPANY		401.141400.	254.61
	HD FOWLER COMPANY		401.141400.	509.23
	HD FOWLER COMPANY	EXTENSIONS,METER BOXES,LIDS	401.141400.	970.25
	HD FOWLER COMPANY	8" PLUG	40141380.549200.M0931	87.06
	HD FOWLER COMPANY	RETAINER,GASKET,T-BOLT	40141380.549200.M0931	671.54
	HD FOWLER COMPANY	PVC SAW,BLADE	42047165.531920.	85.59
	HD FOWLER COMPANY	BLUE STAKING FLAGS	501.141100.	54.30
55458	HDR ENGINEERING, INC.	PAY ESTIMATE # 23	40143410.541000.W0704	2,063.82
55459	DEPARTMENT OF HEALTH	REVIEW/APPROVE WTR COMP PLAN	40143410.541000.W0704	5,305.00
55460	BROOKE HEICHEL	AWC WELLNESS CONF DINNER	00100310.549011.	18.30
55461	AMANDA HERTZ	INSTRUCTOR SERVICES	00105250.541020.	20.40
55462	HORIZON	HAND PUMP	42047165.531920.	56.38
55463	LETTIE HYLARIDES	INTERPRETER SERVICES	00102515.541000.	108.80

**CITY OF MARYSVILLE  
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
55463	LETTIE HYLARIDES	INTERPRETER SERVICES	00102515.541000.	108.80
	LETTIE HYLARIDES		00102515.541000.	108.80
55464	JACKSON HEWITT TAX SERVICE	REFUND DEPOSIT FOR RENTAL	001.239100.	58.00
55465	JET PLUMBING	DRINKING FOUNTAIN-LIBRARY	00112572.548000.	1,194.60
55466	JUDD & BLACK	DISPOSAL OF (4) REFRIGERATORS	10111230.549000.	130.32
55467	THE KNEBEL COMPANY, INC.	TEST FOR ASBESTOS @ DRY SHED	40143780.549000.	232.50
55468	JOHN KOSTER BUSINESS ROUND TABLE	ROUNDTABLE-KENDALL,SWENSON	00100110.549000.	50.00
55469	DEPARTMENT OF LABOR & INDUSTRIES	1ST QTR 2009 L & I	00100050.524000.	69.37
	DEPARTMENT OF LABOR & INDUSTRIES		00103222.524000.	354.75
	DEPARTMENT OF LABOR & INDUSTRIES		00105120.524000.	117.96
	DEPARTMENT OF LABOR & INDUSTRIES		00105250.524000.	355.50
	DEPARTMENT OF LABOR & INDUSTRIES		00105515.549000.	6.35
55470	LASTING IMPRESSIONS INC	(807) 09 YOUTH SOCCER SHIRTS	00105120.531030.	5,255.74
55471	LEFORD, TYLER	UB 625013000000 5013 106TH ST	401.122110.	89.27
55472	DEPT OF LICENSING	CHARLES,ALLEN (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	MOORE-JACKSON, SHIRLEY (ORIG)	001.237020.	18.00
	DEPT OF LICENSING	TOMCZAK, MICHAEL (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	TUTTLE, CHRISTOPHER (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	VANZANT, VAUGH (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	ALPERS, CHRISTOPHER (LT RENEW)	001.237020.	21.00
	DEPT OF LICENSING	GRAFE, CORY (LT RENEWAL)	001.237020.	21.00
55473	LOWES HIW INC	AIR CONDITIONER	40143780.531000.	324.71
55474	BRIAN LUTSCHG	REIMBURSE MEALS-TACT TEAM	00103222.543000.	86.51
55475	MARYSVILLE AWARDS	SIGN AND ENGRAVING	00100010.531000.	43.33
55476	MARYSVILLE FLORAL	ARRANGEMENT-ANDERSON	00100110.549000.	90.14
55477	MARYSVILLE PRINTING	(1,000) ENVELOPES	00105380.531000.	59.77
55478	MARYSVILLE SCHOOL DISTRICT #25	MPHS POOL USAGE-HEALTHY COMM	00105090.531000.0811	450.00
55479	CITY OF MARYSVILLE	STORMWATER @ 1015 STATE AVE	00101250.547000.	64.90
	CITY OF MARYSVILLE		00101250.547000.	116.48
	CITY OF MARYSVILLE		00101250.547000.	206.34
	CITY OF MARYSVILLE	WTR/SWR/GRB @ 7115 GROVE	42047165.547000.	198.59
	CITY OF MARYSVILLE	WTR/SWR/GRB @ 7007 GROVE	42047165.547000.	781.39
55480	CHASTIDY MC MAHON	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
55481	TONYA MIRANDA	(72) PKG GUM-WELLNESS COMM	00100310.549011.	10.71
55482	RYAN MORRISON	REIMBURSE LODGING-WELLNESS	00100310.549011.	232.42
55483	HERMAN MOUNT	LEOFF 1 REIMBURSEMENT	00103010.541100.	49.00
55484	NELSON PETROLEUM	DIESEL/UNLEADED FUEL	42047165.532000.	1,571.26
55485	NEXTEL COMMUNICATIONS	ACCT #844448815	00100020.542000.	40.99
	NEXTEL COMMUNICATIONS		00103010.542000.	40.99
	NEXTEL COMMUNICATIONS		00103010.542000.	40.99
	NEXTEL COMMUNICATIONS		00103010.542000.	40.99
	NEXTEL COMMUNICATIONS		00103010.542000.	40.99
	NEXTEL COMMUNICATIONS		00103010.542000.	40.99
	NEXTEL COMMUNICATIONS		00103010.542000.	40.99
	NEXTEL COMMUNICATIONS		40143410.542000.	40.99
	NEXTEL COMMUNICATIONS		40143410.542000.	40.99
	NEXTEL COMMUNICATIONS		50300090.542000.	122.97
55486	NORTH COAST ELECTRIC COMPANY	FUSES	40142280.548000.	204.42
55487	NORTHWEST CASCADE INC	(2) HONEYBUCKETS @ MPH	00105120.531010.	179.09
	NORTHWEST CASCADE INC		00105120.531010.	256.65
	NORTHWEST CASCADE INC	HONEYBUCKET @ DEERING	00105380.545000.	102.18
	NORTHWEST CASCADE INC	HONEYBUCKET @ JENNINGS	00105380.545000.	103.33
55488	DEREK OATES	REIMBURSE MEALS-TACT TEAM	00103222.543000.	55.87
55489	OFFICE DEPOT	OFFICE SUPPLIES	00100020.531000.	57.18
	OFFICE DEPOT		00100050.531000.	6.35
	OFFICE DEPOT		00100050.531000.	102.73

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
55489	OFFICE DEPOT	OFFICE SUPPLIES	00100110.531000.	18.42
	OFFICE DEPOT		00100110.531000.	35.52
	OFFICE DEPOT		00100110.531000.	39.07
	OFFICE DEPOT		00101023.531000.	165.92
	OFFICE DEPOT		00102020.531000.	57.17
	OFFICE DEPOT	INK CARTRIDGES	00105380.531000.	579.94
	OFFICE DEPOT	OFFICE SUPPLIES	40142480.531000.	44.42
	OFFICE DEPOT		40143410.531000.	57.18
	OFFICE DEPOT		40143410.531000.	73.42
	OFFICE DEPOT		42047165.531000.	18.74
	OFFICE DEPOT		42047165.531000.	46.87
	OFFICE DEPOT		42047165.531000.	153.02
	OFFICE DEPOT		50100065.531000.	9.53
	OFFICE DEPOT		50200050.531000.	9.53
55490	OTAK	PAY ESTIMATE # 35	40145040.541000.D0720	6,090.50
	OTAK	PAY ESTIMATE # 36	40145040.541000.D0720	6,477.75
	OTAK	PAY ESTIMATE # 2	40250594.563000.D0902	16,879.84
	OTAK	PAY ESTIMATE # 9	40250594.563000.D0401	19,174.39
55491	PACIFIC POWER PRODUCTS	(50) TURFACE QUICK DRY	00105120.531010.	648.29
55492	PACIFIC TOPSOILS INC	ASPHALT DUMP	40141380.549200.M0931	57.50
	PACIFIC TOPSOILS INC		40141380.549200.M0931	57.50
	PACIFIC TOPSOILS INC		40141380.549200.M0931	57.50
	PACIFIC TOPSOILS INC		40141380.549200.M0931	57.50
	PACIFIC TOPSOILS INC		40141380.549200.M0931	115.00
	PACIFIC TOPSOILS INC		40141380.549200.M0931	230.00
	PACIFIC TOPSOILS INC	LUMBER DUMP	40145040.549000.	105.00
55493	PAPE MACHINERY	BACKHOE OUTRIGGER PADS	501.141100.	265.37
55494	PART WORKS INC, THE	SHUT OFF VLVS,FLARE CAPS	40140880.531000.	231.25
55495	THE PARTS STORE	DRAIN PAN,LUBE	40142480.531300.	54.02
	THE PARTS STORE	TIES	501.141100.	21.01
	THE PARTS STORE	OIL FILTERS,TIES,WASHER FLUID	501.141100.	76.27
	THE PARTS STORE	OIL,TIES,OIL & AIR FILTERS	501.141100.	180.02
55496	PELZER GOLF SUPPLIES	CLUB BRUSHES,SPIKE WRENCHES	420.141100.	61.24
55497	RHONDA PERMENTER	REFUND DEPOSIT FOR RENTAL	001.239100.	26.00
	RHONDA PERMENTER		001.239100.	32.00
55498	PETROCARD SYSTEMS INC	FUEL CONSUMED	00100020.532000.	116.65
	PETROCARD SYSTEMS INC		00102020.532000.	389.25
	PETROCARD SYSTEMS INC		00103222.532000.	4,132.97
	PETROCARD SYSTEMS INC		00105380.532000.	583.34
	PETROCARD SYSTEMS INC		10111230.532000.	1,561.70
	PETROCARD SYSTEMS INC		40143880.532000.	3,564.30
	PETROCARD SYSTEMS INC		41046060.532000.	2,216.90
	PETROCARD SYSTEMS INC		50100065.532000.	65.89
	PETROCARD SYSTEMS INC		50200050.532000.	209.36
55499	PETTY CASH- PW	REIMB GSKTS,FLASH DRIVES,ETC	00100020.531000.	12.19
	PETTY CASH- PW		00100020.549000.	40.00
	PETTY CASH- PW		40140180.531000.	2.69
	PETTY CASH- PW		40140180.531000.	2.70
	PETTY CASH- PW		40140780.531000.	0.99
	PETTY CASH- PW		40141580.548000.	2.67
	PETTY CASH- PW		40143410.531000.	12.20
	PETTY CASH- PW		40143410.541000.	3.00
	PETTY CASH- PW		40143410.549020.	6.00
	PETTY CASH- PW		40145040.553100.	3.24
	PETTY CASH- PW		50100065.531000.	1.36

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55499	PETTY CASH- PW	REIMB GSKTS,FLASH DRIVES,ETC	50200050.531000.	1.36
55500	VLADISLAV PLITMAN	INTERPRETER SERVICES	00102515.541000.	150.00
55501	POWDER FAB INC	DRILL HOLES & PAINT LED SIGN	00105380.531000.	271.50
55502	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #565-001-518-2	00100010.547000.	302.14
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #418-001-612-5	00100010.547000.	2,807.30
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #572-001-307-6	00105090.547000.	45.82
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #277-001-775-0	00105250.547000.	676.11
	PUD NO 1 OF SNOHOMISH COUNTY	AREA LIGHT-ACCT #6540019849	00105380.547000.	15.75
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #274-001-574-4	00105380.547000.	83.01
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #501-001-656-5	00105380.547000.	116.52
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #411-002-222-7	00105380.547000.	167.67
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #910-002-522-1	00105380.547000.	548.57
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #490-001-155-4	00112572.547000.	3,313.20
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #527-001-632-1	10110564.531000.	532.36
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #412-001-373-7	10111864.547000.	45.06
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #519-001-313-5	10111864.547000.	81.03
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #664-001-090-3	10111864.547000.	82.48
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #557-001-737-5	10111864.547000.	89.36
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #441-001-033-6	10111864.547000.	104.98
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #123-000-023-2	10111864.547000.	120.04
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #230-075-562-2	10111864.547000.	126.03
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #841-000-252-4	10111864.547000.	433.91
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #162-000-094-1	10111864.547000.	557.41
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #493-001-880-1	40140180.547000.	27.70
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #335-001-900-0	40140180.547000.	486.43
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #401-001-485-2	40140180.547000.	1,507.98
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #224-078-532-5	40141580.547000.	1,869.89
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #619-000-026-2	40142280.547000.	45.69
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #507-016-549-2	40142280.547000.	103.02
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #243-001-286-0	40142280.547000.	345.45
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #571-001-001-7	40142480.547000.	729.50
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #461-029-794-9	40142480.547000.	5,488.67
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #370-002-191-2	40142480.547000.	7,648.49
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #447-001-040-8	40142480.547000.	13,252.12
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #543-001-067-7	40143410.547000.	26.39
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #289-075-529-7	40143780.547000.	1,080.27
55503	PUD NO 1 OF SNOHOMISH COUNTY	INSTALL STREET LIGHT SHIELD	10110463.548000.	250.00
55504	PUGET SOUND SECURITY	(4) DUPLICATE KEYS	00105380.531000.	12.80
55505	R&R PRODUCTS INC	ROLLER AND BEARING	42047165.548000.	655.62
55506	JESSICA RALSTON	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
55507	CARMEN RASMUSSEN	REIMBURSE TRAVEL EXPENSE	00100060.543000.	24.47
55508	WA RECREATION & PARK ASSOC	WRPA MEMBERSHIP THRU 6/2010	00105380.549000.	928.00
55509	RH2 ENGINEERING INC	PAY ESTIMATE # 24	40220594.563000.W0605	662.67
55510	KIM RICKER	REIMBURSE COFFEE COSTS-JURY	00100050.549000.	7.99
55511	RITE AID #5243	NOTEBOOK PAPER	40142480.531000.	8.64
55512	SHARON SCHMOKER	REFUND SECURITY DEPOSIT	001.239100.	200.00
55513	SCHOOL OUTFITTERS	(20)SETS/12 HULAHOOPS-HEALTHY	001.231700.	-58.53
	SCHOOL OUTFITTERS		00105090.531000.0811	739.01
55514	SEATTLE PUMP & EQUIPMENT CO	LEADER HOSE,SEWER SKIDS	40142080.531000.	1,054.15
55515	RAY SIZEMORE	LEOFF 1 REIMBURSEMENT	00103010.541100.	38.00
55516	SMOKEY POINT CONCRETE	CONCRETE	10110361.531000.	943.19
55517	SOUND PUBLISHING INC	CALLS FOR BIDS ADVERTISEMENT	40220594.563000.W R&R	215.52
55518	SOUND SAFETY PRODUCTS CO INC	JEANS-KINNEY, H	10111230.526000.	80.26
	SOUND SAFETY PRODUCTS CO INC	RETURN SHIRT	501.141100.	-15.15
	SOUND SAFETY PRODUCTS CO INC	GLOVES	501.141100.	35.30

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55518	SOUND SAFETY PRODUCTS CO INC	GLOVES	501.141100.	113.12
55519	SPARLING INC	PROFESSIONAL SERVICES	40142280.548000.M0840	1,242.10
55520	RICK SPARR	REIMBURSE MEALS-TACT TEAM	00103222.543000.	65.21
55521	STATE AVENUE PLAZA, LLC	MONTHLY LEASE @ 1015 STATE AVE	00101250.545000.	28,000.00
55522	MICHAEL A. STEVENS	TRAVEL REIMBURSEMENT	00102020.549000.	86.42
55523	TAYLORMADE	RESCUE 09 #4	420.141100.	112.70
	TAYLORMADE	(2) RESCUE 09 #3	420.141100.	225.40
55524	J. STEVEN THOMAS	PRO-TEM SERVICES	00100050.541000.	185.00
	J. STEVEN THOMAS		00100050.541000.	185.00
	J. STEVEN THOMAS		00100050.541000.	370.00
55525	MARK THOMAS	REIMBURSE MEALS-TACT TEAM	00103222.543000.	53.70
55526	TITLEIST	VOKEY WEDGE	420.141100.	51.43
55527	DEPT OF TRANSPORTATION NW REGION	CONSTRUCTION ENG 3/09	40250594.563000.D0501	86.86
55528	TRAVEL ADVANCE FUND	AWC EMP HEALTH ACADEMY-HEICHE	00100310.549011.	190.52
	TRAVEL ADVANCE FUND	TACT TEAM TRAINING-WOOD, J	00103222.543000.	98.00
55529	TYLER TECHNOLOGIES, INC.	LASER CHECKS, DIRECT DEPOSITS	00101023.531000.	495.00
55530	UNITED PARCEL SERVICE	SHIPPING EXPENSE	40142480.542000.	29.63
55531	UNITED RENTALS	CONCRETE	00105380.531000.	164.86
55532	UNIVERSITY OF WASHINGTON	VEH MAINT MNGMNT-SCOTT, B	50100065.549100.	498.00
55533	JEFF VANDENBERG	REIMBURSE MEALS-TACT TEAM	00103222.543000.	66.47
55534	VERIZON NORTHWEST	ACCT #104650377503	00105250.542000.	132.94
	VERIZON NORTHWEST	SERVICE @ DEERING	00105380.542000.	59.85
	VERIZON NORTHWEST	ACCT #106496225401	40140080.541000.	30.22
	VERIZON NORTHWEST	ACCT #102954091901	50148058.542000.	52.96
55535	VERIZON	ACCT #0064811477782	40143410.542000.	79.99
55536	DANIEL VINSON	REIMBURSE MEALS-TACT TEAM	00103222.543000.	126.45
55537	SHANNON VINSON	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
55538	LOREN R. WAXLER	PUBLIC DEFENSE FEES	00102515.541000.	270.00
55539	WESTERN FACILITIES SUPPLY INC	JANITORIAL SUPPLIES	40143410.531000.	120.35
	WESTERN FACILITIES SUPPLY INC		40143780.531000.	120.35
	WESTERN FACILITIES SUPPLY INC	JANITORIAL SUPPLIES-RESTAURANT	42047165.531700.	153.08
55540	ALEX WIERSMA	REIMBURSE MEALS-TACT TEAM	00103222.543000.	98.47
55541	WILBUR-ELLIS	FERTILIZER FOR STRAWBERRY FLDS	00105380.531000.	205.46
	WILBUR-ELLIS	FERTILIZER,FUNGICIDE	42047165.531900.	1,806.18
	WILBUR-ELLIS		42047165.531930.	990.64
55542	WSCPA	ANNUAL MEMBERSHIP-LANGDON, S	00101023.549000.	205.00
55543	WSHNA- OFFICER SHERRY MURPHY	TRAINING-GUNDERSON	00103222.549100.	175.00
55544	NATE ZARETZKE	REIMBURSE MEALS-TACT TEAM	00103222.543000.	76.64

**WARRANT TOTAL: 1,083,682.83**

**VOIDS**

CHECK # 50482 CHECK WAS LOST IN MAIL (29.83)  
 CHECK # 55281 INITIATOR ERROR (245.40)

**1,083,407.60**

**REASON FOR VOIDS:**

- INITIATOR ERROR
- WRONG VENDOR
- CHECK LOST IN MAIL

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: May 11, 2009**

AGENDA ITEM: Payroll	AGENDA SECTION:
PREPARED BY: Sandy Langdon, Finance Director	AGENDA NUMBER:
ATTACHMENTS: Blanket Certification	APPROVED BY: 
	MAYOR      CAO
BUDGET CODE:	AMOUNT:

**RECOMMENDED ACTION:**

The Finance and Executive Departments recommend City Council approve the April 20, 2009 payroll in the amount \$790,041.45 Check No.'s 21214 through 21273.

**COUNCIL ACTION:**

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: May 11, 2009**

AGENDA ITEM: Contract Award: 2009 AMR Water Meter Equipment Procurement Contract Award	AGENDA SECTION: Review Bids	
PREPARED BY: Ryan Morrison – Engineering Technician	APPROVED BY: <i>se</i>	
ATTACHMENTS: <ul style="list-style-type: none"><li>• Bid Tab</li><li>• Proposal</li><li>• Contract</li></ul>	MAYOR	CAO
	AMOUNT: \$833,307.13	
BUDGET CODE: 40220594.563000 – W0607	AMOUNT: \$833,307.13	

**DESCRIPTION:**

The 2009 Budget includes funding for the continuation of the Fixed Network Automated Meter Reading (AMR) System.

The network infrastructure has been upgraded throughout 2007 and 2008 converting approximately 61% of our system to AMR. The 2009 upgrades will result in approximately 90% of our water system being on AMR.

Sealed proposals were received on April 16, 2009 after being advertisement in the Globe and Daily Journal of Commerce.

Three sealed proposals were received as shown on the attached bid tabulation. The low bidder is Neptune Technology Group, Inc. with a bid of \$833,307.13.

The City Attorney has reviewed the Contract.

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor to award the contract for the 2009 Water Meter Equipment Procurement to Neptune Technology Group, Inc. in the amount of \$833,307.13 including Washington State Sales Tax.

**COUNCIL ACTION:**

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Owner: City of Marysville

Project: 2009 Fixed Network Automated Meter Reading (AMR) System Water Meter Equipment Procurement

Date: April 16, 2009

No.	ITEM DESCRIPTION	Quantity	Units	Ferguson Enterprises Inc.		HD Water Works		Neptune Technology Group	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
	5/8" x 3/4" Water Meter w/Encoder Register Potted to a Single Port MTU	3000	sets	\$181.08	\$543,240.00	\$182.30	\$546,900.00	\$165.60	\$496,800.00
	5/8" x 3/4" Water Meter w/Encoder Register Potted in Pairs	500	sets	\$197.39	\$98,695.00	\$248.95	\$124,475.00	\$239.20	\$119,600.00
	3/4" Water Meter w/Encoder Register Potted to Single Port MTU	125	sets	\$220.65	\$27,581.25	\$197.90	\$24,737.50	\$202.00	\$25,250.00
	1 Inch Water Meter w/Encoder Register Potted to Single Port MTU	125	sets	\$258.70	\$32,337.50	\$239.60	\$29,950.00	\$237.00	\$29,625.00
	1 1/2 Inch Water Meter w/Encoder Register Potted to Single Port MTU	125	sets	\$367.00	\$45,875.00	\$385.41	\$48,176.25	\$337.00	\$42,125.00
	2 Inch Water Meter w/Encoder Register Potted to Single Port MTU	125	sets	\$476.08	\$59,510.00	\$468.75	\$58,593.75	\$437.00	\$54,625.00
	Base Bid Subtotal:				\$807,238.75		\$832,832.50		\$768,025.00
	WSST (8.5%)				\$68,615.29		\$70,790.76		\$65,282.13
	<b>Bid Total</b>				<b>\$875,854.04</b>		<b>\$903,623.26</b>		<b>\$833,307.13</b>

**B. BID SUBMITTAL**

**B.1 BID BOND REQUIREMENTS**

The Bidder must accompany their bid with a bid deposit payable to the Owner for five percent of the total amount of the bid. The Bidder may submit a certified check in lieu of a Bid Bond.

Attorneys-in-fact who sign Bid Bonds must file a certified and effective dated copy of their power of attorney.

**B.2 OFFER**

Each bidder is required to read and understand all information in the Contract Documents and by submitting its bid certifies that it has done so. All sections and information must be completely and legibly filled out in fields B.1 – B.6 in order for the bid to be considered by the City.

The City will not accept any bid that has been modified, conditioned or restricted in any way.

By submitting its bid, the bidder offers to provide manufacturing and delivery of water meter-meter transmitting unit (MTU) sets per the schedule indicated. The MTU's shall be the same manufacturer as the City's existing water meter MTU's and the meters supplied shall be compatible with the MTU currently in use by the City. Meters shall be potted to MTU's per the schedule indicated prior to delivery to the City. The City of Marysville will install the water meter-MTU sets separate from this contract.

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The undersigned hereby accepts the terms and conditions as set forth in the Contract Documents. **The bid must be signed and dated by the bidder's legally authorized representative.**

FULL LEGAL NAME OF COMPANY NEPTUNE TECHNOLOGY GROUP INC.

TYPE OF BUSINESS:  Corporation  Partnership (general)  Partnership (limited)  
 Sole Proprietorship  Limited Liability Company

ADDRESS 1600 ALABAMA HIGHWAY 229

CITY/STATE/ZIP TALLASSEE, ALABAMA 36078

EMAIL ADDRESS jdavison@neptunetg.com

PHONE 334-283-6555 FAX: 334-283-7299

NAME (PLEASE PRINT): LAWRENCE M. RUSSO TITLE: VP, FINANCE

SIGNED  DATE APRIL 14, 2009

MARYSVILLE BUSINESS LICENSE #: N/A UBI #: N/A

**B.3 BID PRICE SHEET**

The City of Marysville requests bids from qualified manufacturers for the provision of water meter-meter transmitting units (MTU’s) per the schedule indicated. The submitted cost (bids) shall **include all fees, taxes, and delivery charges**. Delivery and acceptance must be completed by December 31, 2009 and delivered to 80 Columbia Avenue, Marysville, WA.

**All sections of this Bid Price Sheet must be completely filled out to qualify.**

Base Bid:

<u>NO.</u>	<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u> (US\$)	<u>Amount</u> (US\$)
1)	5/8" x 3/4" Water Meter w/Encoder Register Potted to a Single Port MTU	3000 SETS (3000 METERS; 3000 MTU'S)	\$ <u>165.60</u>	\$ <u>496,800.00</u>
2)	5/8" x 3/4" Water Meter w/Encoder Register Potted in Pairs to a Dual Port MTU	500 SETS (1000 METERS; 500 MTU'S)	\$ <u>239.20</u>	\$ <u>119,600.00</u>
3)	3/4" Water Meter w/Encoder Register Potted to Single Port MTU	125 SETS (125 METERS; 125 MTU'S)	\$ <u>202.00</u>	\$ <u>25,250.00</u>
4)	1 Inch Water Meter w/Encoder Register Potted to Single Port MTU	125 SETS (125 METERS; 125 MTU'S)	\$ <u>237.00</u>	\$ <u>29,625.00</u>
5)	1 1/2 Inch Water Meter w/Encoder Register Potted to Single Port MTU	125 SETS (125 METERS; 125 MTU'S)	\$ <u>337.00</u>	\$ <u>42,125.00</u>
6)	2 Inch Water Meter w/Encoder Register Potted to Single Port MTU	125 SETS (125 METERS; 125 MTU'S)	\$ <u>437.00</u>	\$ <u>54,625.00</u>
Subtotal:.....			\$ <u>768,025.00</u>	
Washington State Sales Tax (8.5%).....			\$ <u>65,282.13</u>	
TOTAL COST:.....			\$ <u>833,307.13</u>	

**Note: A bid must be received on all items. If any unit prices or extensions are left blank, they will be entered as \$0.00.**

## B.4 QUOTE INFORMATION

Bidder shall complete the following:

### 1. Authorized Representative:

Primary Contact-Contract Administration	Alternate Contact - Contract Administration
Name: <u>LAWRENCE M. RUSSO</u>	Name: <u>HENRY T. GOLDEN</u>
Telephone #: <u>334-283-6555</u>	Telephone #: <u>334-283-6555</u>
FAX: <u>334-283-7299</u>	FAX: <u>334-283-7299</u>
Email: <u>lrusso@neptunetg.com</u>	Email: <u>hgolden@neptunetg.com</u>

### Customer Service/P.O. Placement

Name TAMMY GARNETT  
Telephone: 334-283-6555  
FAX: 334-283-7299

### 2. Addresses:

Orders to be sent to:	Billing will be from:	Payment to be sent to:
<u>1600 ALABAMA HWY 229</u>	<u>1600 ALABAMA HWY 229</u>	<u>P.O. BOX 932957</u>
<u>TALLASSEE, ALABAMA</u>	<u>TALLASSEE, ALABAMA</u>	<u>ATLANTA, GEORGIA</u>
<u>36078</u>	<u>36078</u>	<u>31193-2957</u>

### 3. How long has your company been in business providing services, as stated in this contract, for customers equal to or larger than described herein?

116+ Years \_\_\_\_\_ Months

## B.5 REFERENCES

Names of references for which contracts were/are held, starting with the most recent.  
Provide a minimum of three references.

1. Company Name: CITY OF HELENA  
Address: HELENA, MT  
Contact Person: KEVIN HART  
Telephone: 406-447-1567  
Email: khart@ci.helena.mt.us
  
2. Company Name: CITY OF EVERETT  
Address: EVERETT, WA  
Contact Person: MYRON TOLLEFSON  
Telephone: 425-257-0030  
Email: mtollefson@ci.everett.wa.us
  
3. Company Name: CITY OF LOGAN  
Address: LOGAN, UTAH  
Contact Person: LINDA HOLLAND  
Telephone: 435-716-9621  
Email: lholland@loganutah.org

**B.6 SUPPLEMENTAL INFORMATION**

Bidder shall complete the following required information. Where additional space is needed and/or where specifically requested, submit an attached letter.

Describe your overall service capabilities in the performance of contractual requirements.

**THIS BID IS FOR PRODUCT ONLY.**

**NEPTUNE WILL FULFILL ALL OF OUR CONTRACTUAL OBLIGATIONS.**

VENDOR WAREHOUSE: Bidder shall indicate below the warehouse location, phone number and contact information at which material, equipment or supplies will be stored and shipped to the City. **PRODUCT WILL BE SHIPPED FROM FACTORY.**

ADDRESS: 1600 ALABAMA HWY 229

PHONE: 206-612-8202

TALLASSEE, AL 36078

CONTACT: JOEL DAVISON

**B.7 Bid Bond**

**B.8 Non-Collusion Affidavit**

**END OF BID SUBMITTAL SECTION**

## **C. INFORMATION FOR BIDDERS**

### **C.1 GENERAL**

The successful bidder shall be expected to execute a contract and to provide water meter-meter transmitting units (MTU's) in accordance with the terms and conditions of the Contract Documents.

The successful bidder will be required to sign the Contract and all Addenda.

Bidders must certify that they are not on the Comptroller General's list of ineligible contractors nor the list of parties excluded from Federal procurement or nonprocurement programs.

Questions regarding bid procedures may be directed to Terry Hawley, at (360) 363-8161 or by email to [thawley@marysvillewa.gov](mailto:thawley@marysvillewa.gov).

### **C.2 QUOTE SUBMITTAL**

A complete bid, including B.1- B.8, must be submitted to the City of Marysville City Hall Clerks office, 1049 State Avenue, Marysville WA 98270, attention Clerks Office, and must be received by the deadline stated in the Invitation to Bid. Bids will be received via sealed envelope to the City of Marysville, City Hall Clerks Office 1049 State Avenue, Marysville, Washington 98270, until 10:00 a.m., Thursday, April 16, 2009. Bid must be clearly marked with the bidders name, bid title, and due date. It is the bidder's responsibility to make sure that a bid is received by the deadline. Bids received after the deadline will not be considered.

Only firm bids will be accepted, and the City reserves the right to reject any or all bids or waive any irregularities and informalities in the bids submitted and accepted by the City. The bidder may not withdraw its bid after the hour set for the opening thereof unless the award is delayed for a period exceeding 60 days. The City of Marysville reserves the right to reject any and all bids and to waive irregularities in the bid or the bidding and to award the bid to the lowest responsible bidder.

### **C.3 TAXES AND FEDERAL EXCISE TAX**

It is incumbent on the bidder to indicate in its bid if Washington State sales tax applies. Washington State sales tax shall be shown as a separate line on the Bid Price Sheet. The City of Marysville, as a municipal corporation of the State of Washington, is exempt from federal excise tax, and such taxes shall not be included in bid prices. The City of Marysville agrees to furnish Vendor, upon acceptance of articles supplied under this Contract, with an exemption certificate, if necessary.

### **C.4 OVERHEAD AND PROFIT**

The amounts in the Bid Price Sheet include all overhead, profit, travel, bonds, insurance, and all other expenses involved in performing the Contract requirements.

## **C.5 PAYMENT**

As payment for items purchased under this contract, the City agrees to pay Vendor the sum of (the “contract amount”), as adjusted by actual quantities to be paid as quoted unit prices.

## **C.6 TERM OF CONTRACT**

The following provisions shall apply to the term of the Contract:

- A. If during the term of this Contract the Vendor violates any of the provisions of this Contract or fails to properly provide the items required by this Contract, the City shall advise Vendor of specific deficiencies and shall allow a reasonable period (30 days unless otherwise agreed) to correct these deficiencies to the City's satisfaction.
- B. In the event Vendor fails to correct deficiencies in the allotted time or to perform duties as required under this Contract, the City shall have the right to terminate this Contract on 30 days' written notice to the Vendor.
- C. The successful bidder shall be prepared to begin the specified work immediately after receiving the Owner's Notice to Proceed and all requirements have been met as referenced in C.18 Commencement of Work.

## **C.7 PRICE ADJUSTMENT**

During the term of this Contract, should the Vendor enter into contracts or agreements with other parties providing greater benefits or lower pricing than provided under this Contract, the Vendor shall immediately propose and agree to amend this Contract to provide similar pricing to the City if the contract(s) with other customers offer similar usage quantities and similar conditions impacting pricing. Vendor shall immediately notify the City of any such contracts entered into by Vendor.

## **C.8 ADDITIONS**

Additional Water Meter-Meter Transitting Units may be added to the order during the course of this Contract, provided that the additional cost shall be based on the same price structure as set forth in the Bid Price Sheet and the Contract Documents.

## **C.9 OFFER**

The successful bidder agrees that its bid constitutes an offer to the Owner, which shall be binding for 60 days from the date of the bid opening. If the bid is accepted, the successful bidder agrees to sign the Contract and provide required forms as referenced in section C.18 within ten (10) calendar days of the receipt from the Owner of the Contract forms.

**C.10 LICENSE/QUALIFICATIONS**

The Contractor shall hold a business license to vend items in the City of Marysville.

**C.11 NON-DISCRIMINATION AND COMPLIANCE WITH EQUAL OPPORTUNITY LAWS**

The Vendor agrees to comply with equal opportunity employment laws and not to discriminate against clients, employees, or applicants for employment or for services because of race, creed, color, religion, national origin, marital status, sex, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training; and rendition of services. The Vendor further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Vendor understands and agrees that if it violates this nondiscrimination provision, this Contract may be terminated by the City and the Vendor may be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

**C.12 CONFLICT OF INTEREST**

The successful bidder certifies that its bid is in all respects fair and is made without collusion on the part of any person, firm or corporation that is a party to this bid process and that no officer or employee of the City is personally or financially interested, directly or indirectly, in the bid, or in any purposes of, or the sale of, any materials or supplies for the work to which it relates, or any portion of the profits thereof.

**C.13 INFORMATION FOR VENDOR**

The submission of the bidder's quote shall constitute acknowledgement that the bidder has thoroughly reviewed the Contract Documents, that the bidder understands the conditions normally encountered and recognized as inherent in the requested procurement, and that the bidder agrees that all data and information requisite to the fulfillment of the procurement has been made available.

**C.14 GUARANTEE OF QUALITY**

The Vendor shall provide a guarantee of quality for the time periods, and as set forth, in Section 11680 of the Technical Specifications, and shall remedy any defects in the items delivered and shall replace or pay to repair the items. The City will give notice of observed defects with reasonable promptness.

The guarantee period shall be suspended from the time a significant defect is first documented by the City until the item(s) are replaced by the Vendor and accepted by

the City. In the event that fewer than 90 days remain in the guarantee period after acceptance of such repair or replacement (after deducting the period of suspension above), the guarantee period shall be extended to allow for at least 90 days guarantee of the items delivered from the date of acceptance of such repair or replacement.

#### **C.15 ATTORNEY FEES**

Should either the City or the Vendor commence any legal action relating to the provisions of this Contract or the enforcement thereof, the prevailing party shall be awarded judgment for all costs of litigation including, but not limited to, costs, expert witnesses, and reasonable attorney fees.

#### **C.16 INDEMNIFICATION**

The Vendor shall defend, indemnify and save the City and its elected officials, officers and employees harmless from any and all claim and risk and all losses, damages, demands, suits, judgments, and attorney fees or other expenses of any kind on account of injury to or death of any and all persons, on or account of all property damage of any kind, or loss of use resulting therefrom, to any party arising out of, or in any manner connected with, the work performed under this Contract, or caused in whole or in part by reason of the presence of the Vendor or its employees or agents, upon or in proximity to the property of the City during performance of the work or at any time before final acceptance, except only for those losses resulting from and to the extent of the negligence of the City with regard to activities within the Vendor's scope of work. This indemnification provided herein constitutes Vendor's waiver of immunity under Industrial insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties as agreed in the Indemnification Addendum.

#### **C.17 SUBCONTRACTORS**

The Vendor shall provide Water Meter-Meter Transmitting Units through its own organization as set forth herein and shall not sublet or assign the fabrication of Water meter-Meter Transmitting Units to any subcontractor.

#### **C.18 COMMENCEMENT OF WORK**

Work shall not proceed under this Contract until the following conditions have been met by the Contractor, at which time a Notice to Proceed letter will be issued by the City:

- A. Contract and Indemnification Addendum are signed.
- B. The Vendor has a City of Marysville Business license and UBI number.
- C. A fully executed Contract Performance Bond and an acceptable Certificate of Insurance are provided to the City.

These conditions must be met within ten (10) calendar days of the award of the Contract.

## CONTRACT FOR PURCHASE OF Water Meter Equipment Procurement

THIS AGREEMENT is made this between the CITY OF MARYSVILLE, a municipal corporation ("City"), and, a ("Vendor") [Neptune Technology Group, Inc.].

In consideration of the terms and conditions contained herein and attached and made a part of this Contract, the parties hereto covenant and agree as follows:

1) The Vendor shall provide Water Meter-Meter Transmitting Unit (MTU) sets per the schedule indicated for the City's Public Works Department as specifically described in Section B.3 and **Section G.01110** of the Contract Documents, in accordance with and as described in the attached Contract Sections A through G, and shall provide additions to the procurement order as provided under this Contract and every part thereof.

The following Contract Documents are attached to this Contract and are hereby incorporated herein by this reference:

- A. Invitation to Bid
- B. Bid Submittal – Submitted by the Vendor as to those items and/or alternatives accepted by the City (Confirmed copy dated [April 16, 2009].)
- C. Information for Bidders
- D. Indemnification Addendum
- E. Standard Terms and Conditions
- F. Performance Bond
- G. Technical Specifications

2) **PURCHASE COST.** This Contract is based on unit rate purchase as bid in section B.3. The total purchase price for the Water Meter-MTU's will not exceed [Eight Hundred Thirty Three Thousand Three Hundred and Seven dollars and Thirteen cents] (\$833,307.13) including Washington State sales tax. The total cost includes all costs associated with procurement of Water Meters- MTU's including, but not limited to, labor, materials, equipment, overhead, profit, administrative and regulatory costs, transportation, unless otherwise agreed in writing.

3) **CITY AGREEMENT.** The City employs Vendor to provide the Water Meter MTU's as described in the Contract and to furnish and deliver the Water Meter- MTU's according to Owner requirements and the terms and conditions herein contained, and contracts to pay the total cost for the Water Meter- MTU's at the time and in the manner and upon the conditions provided for in this Contract.

4) **VENDOR AGREEMENT.** The Vendor hereby agrees to fully perform the work for the total all Project cost according to the terms and conditions of this Contract.

5) **VENDOR RESPONSIBILITIES.** The Vendor shall provide and bear the expense of all equipment, work and labor that may be required for the transfer of the Water Meter- MTU's provided for in this Contract, unless otherwise provided in the specifications and shall guarantee said Water Meter- MTU's for a period of (90) days after delivery and final

acceptance by the City. The Vendor shall be responsible for fabrication and delivery of the Water Meter- MTU's in accordance with all applicable laws and regulations, including, but not limited to, all applicable environmental statutes and regulations.

6) **GENERAL PROVISIONS.**

- A. Time frame for Completion. The complete order of Water Meter-Meter MTU's must be delivered and accepted by the City of Marysville no later than December 31, 2009.

7) **SPECIAL PROVISIONS**

- A. Licenses and Permits. The Vendor must have a current City of Marysville Business License before Notice to Proceed can be issued. The Vendor also represents that he is a licensed, bonded and insured Vendor as required by the State of Washington.
- B. Standards. Fabrication and delivery shall be performed in accordance with accepted industry practice in a safe manner, and shall meet all requirements of applicable codes.
- C. Change Orders. Any change orders shall be made in the form of a written request, submitted by the Vendor to the City for review. The City will then make a written determination to approve or reject said change order prior to any action by the Vendor.
- D. Warranty. The Vendor warrants the Water Meter-MTU's against all defects in workmanship and material for the time periods, and as set forth, in Section 11680 of the Technical Specifications.

8) **NON-DISCRIMINATION AND COMPLIANCE WITH EQUAL**

**OPPORTUNITY LAWS.** The Vendor agrees to comply with equal opportunity employment laws and not to discriminate against clients, employees, or applicants for employment or for services because of race, creed, color, religion, national origin, marital status, sex, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training; and rendition of services. The Vendor further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Vendor understands and agrees that if it violates this nondiscrimination provision, this Contract may be terminated by the City and the Vendor may be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

9) **EQUITABLE ADJUSTMENTS.**

Should Vendor feel an equitable adjustment to the Contract is warranted whether by written change order or an oral order from the City, Vendor shall file a written notice of that fact with the City within twenty-four (24) hours of the written or oral order. No later than five (5) days thereafter, Vendor shall file a written claim with the City stating the amount claimed, supported by appropriate documentation. No claim for equitable adjustment shall be allowed if submitted after the work has been given final acceptance by the City.

10) **ATTORNEY FEES.** Should either the City or the Vendor commence any legal action relating to the provisions of this Contract, or the enforcement thereof, the prevailing party shall be awarded judgment for all costs of litigation including, but not limited to, costs, expert witnesses and reasonable attorney fees.

11) **INDEMNIFICATION.** The Vendor shall defend, indemnify and save the City and its elected officials, officers and employees harmless from any and all claim and risk and all losses, damages, demands, suits, judgments, and attorney fees or other expenses of any kind on account of injury to or death of any and all persons, on or account of all property damage of any kind, or loss of use resulting therefrom, to any party arising out of, or in any manner connected with, the work performed under this Contract, or caused in whole or in part by reason of the presence of the Vendor or its employees or agents, upon or in proximity to the property of the City during performance of the work or at any time before final acceptance, except only for those losses resulting from and to the extent of the negligence of the City with regard to activities within the Vendor's scope of work. This indemnification provided herein constitutes Vendor's waiver of immunity under Industrial insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

12) **APPLICABLE LAW AND VENUE.** This Contract shall be governed by, and construed in accordance with, the applicable laws of the State of Washington. Any legal proceedings to determine the rights and obligations of the parties hereunder shall be brought and heard in Snohomish County Superior Court.

13) **INSURANCE.** The Contractor shall procure, and maintain for the duration of the Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors. Failure by the Contractor to maintain the insurance as required shall constitute a material breach of contract upon which the City may, after giving five working days notice to the Contractor to correct the breach, immediately terminate the Contract or at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, off set against funds due the Contractor from the City.

A. Minimum Scope of Insurance

The Contractor shall obtain insurance of the types described below:

- i. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- ii. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement

ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured- Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

- iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- iv. Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-contractors in the work. Builders Risk insurance shall be on a all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood and earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings and debris removal. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for floor and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by the City.

#### B. Minimum Amounts of Insurance

The Contractor shall maintain the following insurance limits:

- i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- ii. Commercial General Liability insurance shall be written with limits no less than \$3,000,000 each occurrence, \$3,000,000 general aggregate and a \$3,000,000 products-completed operations aggregate limit.
- iii. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

#### C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance.

- i. The Contractor's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and shall not contribute with it.
- ii. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled or reduced as to coverage by either party, except after forty-five (45) days prior written notice by certified mail, return receipt requested, has been given to the City.

#### D. Acceptability of Insurers

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

E. Verification of Coverage

The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this project.

F. Contractor's Insurance For Other Losses

The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or subcontractors as well as to any temporary structures, scaffolding and protective fences.

G. Waiver of Subrogation

The Contractor and the City waive all rights against each other, any of their subcontractors, lower tier subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CITY OF MARYSVILLE

Attest:

By \_\_\_\_\_  
Dennis Kendall, Mayor

By \_\_\_\_\_  
City Clerk

Approved as to form:

By \_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Neptune Technology Group, Inc.

By \_\_\_\_\_

Its \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

**D. INDEMNIFICATION ADDENDUM**

Neptune Technology Group, Inc. (hereinafter called Vendor) agrees to defend, indemnify and hold the City of Marysville (hereinafter called Owner) harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from or connected with services performed or to be performed under this Contract by Vendor or vendor’s agents or employees to the fullest extent permitted by law and subject to the limitations provided below.

Vendor’s duty to indemnify Owner shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of Owner or Owner’s agents or employees.

Vendor’s duty to indemnify Owner for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) Owner’s agents or employees, and (b) Vendor or vendor’s agents or employees, shall apply only to the extent of negligence of Vendor or vendor’s agents or employees.

Vendor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers compensation acts, disability benefits acts, or other employee benefits acts; provided Vendor’s waiver of immunity by the provisions of this paragraph extends only to claims against Vendor by Owner and does not include, or extend to, any claims by Vendor’s employees directly against Vendor.

Vendor’s duty to defend, indemnify and hold Owner harmless shall include as to all claims, demands, losses and liability to which it applies, Owner’s personnel-related costs, reasonable attorney’s fees, court costs and all other claim-related expenses.

THE UNDERSIGNED HEREBY CERTIFY THAT THIS ADDENDUM WAS MUTUALLY NEGOTIATED.

CITY OF MARYSVILLE

Neptune Technology Group, Inc.

By \_\_\_\_\_  
Dennis Kendall, Mayor

By \_\_\_\_\_

## **E. STANDARD TERMS AND CONDITIONS**

### **CITY OF MARYSVILLE STANDARD TERMS AND CONDITIONS**

#### **INVITATION TO BID, REQUEST FOR QUOTATION & PURCHASE ORDER CONTRACT**

THE PURCHASE ORDER INCLUDES THE FOLLOWING TERMS AND CONDITIONS AND INCLUDES, BUT IS NOT LIMITED TO THE INVITATION TO BID, REQUEST FOR QUOTATIONS, SPECIFICATIONS, PLANS, AND PUBLISHED RULES AND REGULATIONS OF THE CITY OF MARYSVILLE AND THE LAWS OF THE CITY OF MARYSVILLE AND THE STATE OF WASHINGTON, WHICH ARE HEREBY INCORPORATED BY REFERENCE.

1. **CHANGES** No alteration in any of the terms, conditions, delivery price, quality, quantities, or specification of this order will be effective without written consent of the City of Marysville Attorney.
2. **HANDLING** No charges will be allowed for handling, including but not limited to packing, wrapping bags, containers or reels, unless otherwise stated herein.
3. **DELIVERY** For any exception to the delivery date as specified on this order, vendor shall give prior notification and obtain written approval thereto from the Public Works Operations Manager or appropriate Buyer with respect to delivery under this order. Time is of the essence and the order is subject to termination for failure to deliver as specified and/or appropriate damages.  
The acceptance by the Purchaser of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Vendor.
4. **PAYMENTS, CASH DISCOUNT, LATE PAYMENT CHARGES** Invoices will not be processed for payment nor will the period of computation for cash discount commence until receipt of a properly completed invoice or invoiced items are received, whichever is later. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized.
5. **SHIPPING INSTRUCTIONS** Unless otherwise specified, all goods are to be shipped prepaid, F.O.B. Destination. Where shipping addresses indicate room numbers it will be up to the Vendor to make delivery to that location at no additional charge where specific authorization is granted to ship goods FOB shipping point. Vendor agrees to prepay all shipping charges, route as instructed or if instructions are not provided, route by cheapest common carrier and to bill the Purchaser as a separate item on the invoice for said charges. Each invoice for shipping charges shall contain the original or a copy of the bill indicating that the payment for shipping has been made. It is also agreed that the Purchaser reserves the right to refuse COD shipments.
6. **REJECTION** All goods or materials purchased herein are subject to approval by the Purchaser. Any rejection of goods or material resulting because of nonconformity to the terms and specifications of this order, whether held by the Purchaser or returned, will be at Vendor's risk and expense.
7. **IDENTIFICATION** All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this order shall contain the applicable purchase order number.
8. **INFRINGEMENTS** Vendor agrees to protect and save harmless the Purchaser against all claims, suits or proceedings for patent, trademark, copyright or franchise infringement arising from the purchase, installation, or use of goods and materials ordered, and to assume all expenses and damages arising from such claims, suits or proceedings.
9. **WARRANTIES** Vendor warrants that articles supplied under this order conform to specifications herein and are fit for the purpose for which such goods are ordinarily employed, except that if a particular purpose is stated, the material must then be fit for that particular purpose.
10. **ASSIGNMENTS** The provisions or moneys due under this contract shall only be assignable with prior written consent of the Public Works Operations Manager or appropriate Buyer.
11. **TAXES** Unless otherwise indicated the Purchaser agrees to pay all State of Washington sales or use tax. No charge by Vendor shall be made for federal excise taxes, and the Purchaser agrees to furnish Vendor, upon acceptance of articles supplied under this order with an exemption certificate.
12. **LIENS, CLAIMS AND ENCUMBRANCES** Vendor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.

**STANDARD TERMS AND CONDITIONS, cont.**

13. **RISK OF LOSS** Regardless of FOB point, Vendor agrees to bear all risks of loss, injury or destruction of goods and materials ordered herein which occur prior to delivery. Such loss, injury or destruction shall not release Vendor from any obligation hereunder.
14. **SAVE HARMLESS** Vendor shall protect, indemnify, and save the Purchaser harmless from and against any damage, cost or liability for any injuries to persons or property arising from acts or omissions of Vendor, his employees, agents or subcontractors howsoever caused.
15. **PRICES** If price is not stated on this order, it is agreed that the goods shall be billed at the price last quoted or paid, or prevailing market price whichever is lower.
16. **TERMINATION** In the event of a breach by Vendor of any of the provisions of this contract, the Purchaser reserves the right to cancel and terminate this contract forthwith upon giving oral or written notice to Vendor. Vendor shall be liable for damages suffered by the Purchaser resulting from Vendor's breach of contract.
17. **NONDISCRIMINATION AND AFFIRMATIVE ACTION** The vendor agrees not to discriminate against any client, employee or applicant for employment or services because of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap with regard to, but not limited to, the following employment upgrading, demotion, or transfer, recruitment or recruitment advertising, lay-offs or termination, rates of pay or other forms of compensation, selection for training or rendition of services.  
It is further understood that any vendor who is in violation of this clause or an applicable Affirmative Action Program shall be barred forthwith from receiving awards of any purchase order from the CITY unless a satisfactory showing is made that discriminatory practices or noncompliance with applicable Affirmative Action Programs have terminated and that a recurrence of such acts is unlikely.
18. **ANTI-TRUST** Vendor and the Purchaser recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact Borne by the Purchaser. Therefore, Vendor hereby assigns to the Purchaser any and all claims for such overcharges.
19. **DEFAULT** The Vendor covenants and agrees that in the event suit is instituted by the Purchaser for any default on the part of the Vendor, and the Vendor is adjudged by a court of competent jurisdiction to be in default, he shall pay to the Purchaser all cost, expenses expended or incurred by the Purchaser in connection therewith, and reasonable attorney's fees. The Vendor agrees that the Superior Court of the State of Washington shall have jurisdiction over any such suit, and that venue shall be laid in Snohomish County.
20. **BRANDS** When a special brand is named it shall be construed solely for the purpose of indicating the standards of quality, performance, or use desired. Brands of equal quality, performance, and use shall be considered, provided Vendor specifies the brand and model and submits descriptive literature when available. Any bid containing a brand which is not of equal quality, performance, or use specified must be represented as an alternate and not as an equal, and failure to do so shall be sufficient reason to disregard the bid.
21. **ACCEPTANCE BY ACCEPTING THIS PURCHASE ORDER IN WRITING OR BY DELIVERING THE MATERIAL ORDERED, YOU ACCEPT ALL OF THE TERMS AND CONDITIONS SET FORTH. FORMAL OBJECTION IS HEREBY MADE TO ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY VENDOR AS A CONDITION OF ACCEPTANCE OR DELIVERY.**
23. The **VENDOR**, in consideration of the sums to be paid to him by the CITY, hereby agrees to furnish all labor, tools, materials, equipment and supplies required and shall, in a workmanlike manner, fabricate and deliver the *Water Meter-Meter MTU's* as more fully set forth in Section B.3.
24. The **VENDOR** agrees that he shall actively solicit the employment of disadvantaged group members. **VENDOR** shall furnish evidence of his compliance with these requirements of disadvantaged employment and solicitation. As used in this section, the term "disadvantaged business" means a business at least fifty-one percent of which is owned by disadvantaged group members. Disadvantaged group members include, but are not limited to, African Americans, Women, Native Americans, and Asian Americans.

**END OF STANDARD TERMS AND CONDITIONS SECTION**

## CONTRACT PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That whereas CITY OF MARYSVILLE has awarded to

\_\_\_\_\_  
(Contractor)

hereinafter designated as the "Principal," a contract for the construction of the Project designated the Water Meter Equipment Procurement, all as hereto attached and made a part hereof, and whereas said principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract:

NOW, THEREFORE, we the principal and

\_\_\_\_\_  
(Surety)

a corporation, organized and existing under and by virtue of the laws of the State of Washington, duly authorized to do business in the State of Washington, as surety, are held and firmly bound unto CITY OF MARYSVILLE, a municipal corporation of the State of Washington in the sum of:

Eight Hundred Thirty Three Thousand Three Hundred and Seven Dollars and Thirteen cents  
(Total Amount of Contract Sum)

Dollars (\$ 833,307.13 ), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by those presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, if the above-bonded principal, his or its heirs, executors, administrators, successors, or assigns shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions, and agreements in the said contract and shall faithfully perform all the provisions of such contract and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, at the time and in the manner therein specified, and shall pay all laborers, mechanics, subcontractors, and materialmen and all persons who shall supply such person or persons or subcontractors with provisions and supplies for the carrying on of such work on his or their part and shall indemnify and save harmless CITY OF MARYSVILLE, its officers and agents and shall further save harmless and indemnify said CITY OF MARYSVILLE from any defect or defects in any of the workmanship entering into any part of the work or designated equipment covered by said contract which shall develop or be discovered within one (1) year after the final acceptance of such work, then this obligation shall become null and void; otherwise, it shall remain in full force and effect, provided that the liability hereunder for defects in materials and workmanship for a period of one (1) year after the acceptance of the work shall not be less than the sum of:

\$833,307.13  
[100% of the Contract Sum]

And the said surety, for the value received, hereby further stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on the bond, and it does hereby waive notice of any change, extension of time, alterations, or additions to the terms of the contract or the work or to the specifications.

IN WITNESS WHEREOF, the said principal and the said surety have caused this bond and three (3) counterparts thereof to be signed and sealed by their duly authorized officers this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Principal

TWO WITNESSES: (If sole proprietor or Partnership)

By \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ATTEST: (If Corporation)

Corporate Seal

By \_\_\_\_\_

\_\_\_\_\_  
Surety

Title \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Address of local office and agent of Surety Company is:  
\_\_\_\_\_  
\_\_\_\_\_

APPROVED AS TO FORM

By \_\_\_\_\_

Grant Weed, City Attorney

**H. ADDENDA: None**

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: May 11, 2009**

AGENDA ITEM: Project Acceptance: Edward Springs Well 1R Project	AGENDA SECTION: New Business	
PREPARED BY: David Zull, Project Manager	APPROVED BY: <i>[Signature]</i>	
ATTACHMENTS: <ul style="list-style-type: none"> <li>• Location Map</li> </ul>	MAYOR	CAO
	AMOUNT: N/A	
BUDGET CODE: 40220594.563000 W0505		

**DESCRIPTION:**

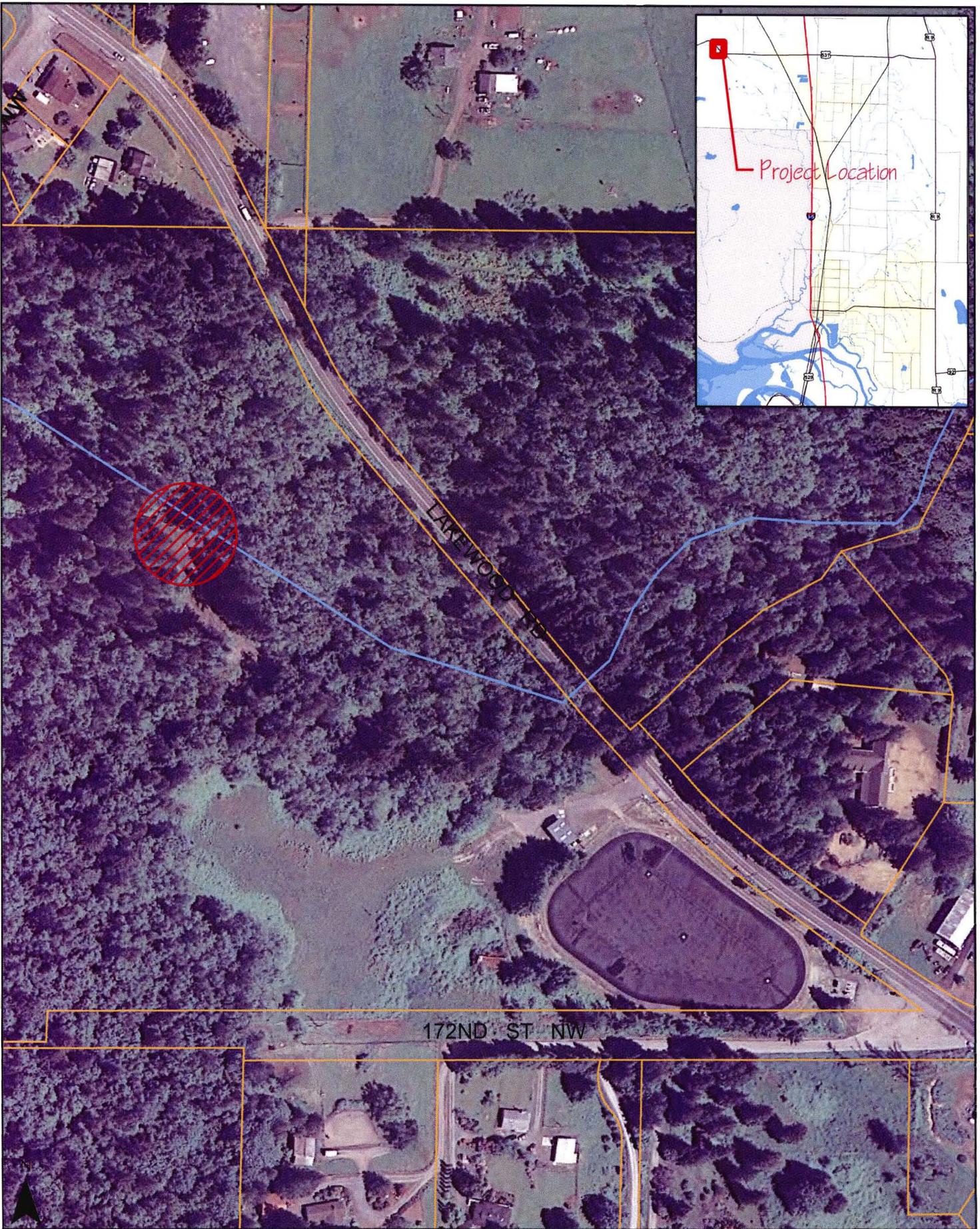
The City Council awarded the Edward Springs Well 1R project to Gary Harper Construction, Inc. on November 26, 2007. Subsequent to this, the City declared the project Substantially Complete, effective January 14, 2009.

The work performed under this Contract, including final “punch-list” items, has recently been inspected and deemed Physically Complete in accordance with the approved Plans and Specifications. Staff therefore recommends that the City Council accept the project as complete, thereby allowing final closeout to commence.

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor to accept the Edward Springs Well 1R Project, starting the 45-day lien filing period for project closeout.

**COUNCIL ACTION:**



# Edward Springs Well 1R



THE CITY OF MARYSVILLE DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS OF THIS DATA FOR ANY PARTICULAR PURPOSE, EITHER EXPRESS OR IMPLIED. NO REPRESENTATION OR WARRANTY IS MADE CONCERNING THE ACCURACY, CURRENCY, COMPLETENESS OR QUALITY OF DATA SPECIFIED. ANY USER OF THIS DATA ASSUMES ALL RESPONSIBILITY FOR USE IN FIELD, AND FURTHER AGREES TO HOLD THE CITY OF MARYSVILLE HARMLESS FROM AND AGAINST ANY DAMAGE, LOSS, OR LIABILITY ARISING FROM ANY USE OF THIS DATA.

LI:\Projects\Map\PublicWorks\Water\EdwardSprings\ES01pringsWell1R\_022408.mxd

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE:**

AGENDA ITEM: Data Sharing Contract between Department of Licensing and the Municipal Court	AGENDA SECTION:
PREPARED BY: Suzanne Elsner, Court Administrator <i>SSE</i>	AGENDA NUMBER:
ATTACHMENTS: Data Sharing Contract	APPROVED BY:
	MAYOR      CAO
BUDGET CODE:	AMOUNT: 0

The purpose of this contract is to allow the Marysville Municipal Court access, through internet access, DOL driver data. The use of the data will allow the court to help those who are trying to reinstate their driver's license. It will also allow the court to lift a hold on a driver's license immediately upon compliance.

**RECOMMENDED ACTION:** Authorize the Mayor to sign the Data Sharing Contract Between the State of Washington Department of Licensing and the Marysville Municipal Court

**COUNCIL ACTION:**

**DATA SHARING CONTRACT  
BETWEEN  
STATE OF WASHINGTON  
DEPARTMENT OF LICENSING  
AND  
MARYSVILLE MUNICIPAL COURT**

This Contract is made and entered into by and between the Department of Licensing, hereinafter referred to as "DOL", and the

**Marysville Municipal Court**  
1015 State Ave  
Marysville, WA 98270

Telephone: (360) 363-8050  
FAX: (360) 657-2960  
E-Mail: [selsner@marysvillewa.gov](mailto:selsner@marysvillewa.gov)

Hereinafter referred to as the "Contractor"

PURPOSE

The purpose of this Contract is to set out the terms and conditions under which the Department will provide to the Contractor Internet access to DOL driver data. The use of the data shall be exclusively for court proceedings and to assist the individual named in determining requirements to reinstate their Washington driving privilege, and shall not be divulged by the Contractor to any third party, except for lists of FTAs and/or reinstatement data and status which may be divulged to the individual named or his/her attorney. Said information shall be disseminated only to authorized entities and persons and used by them only for the purposes set out in this Contract and in accordance with federal and state law and Chapter 46.61.513 RCW - *Criminal history and driving record*.

In Consideration of the terms and conditions contained herein, the parties agree as follows:

**SPECIAL TERMS & CONDITIONS**

STATEMENT OF WORK

The Contractor shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of work set forth in the

- *Statement of Work, Attachment "A"*
- *Internet Query System (IHPS) Appropriate Use Decelartion, Attachment "D",*
- *Internet Query System (IHPS) User List, Attachment "E", and*
- *Internet Query System (IHPS) User List Modification, Attachment "F"*

*which are attached hereto and incorporated by reference herein.*

PERIOD OF PERFORMANCE

Regardless of the date of signature and subject to its other provisions, this Contract shall commence upon execution, and end on January 31, 2013, unless terminated sooner or extended upon mutual agreement between DOL and the Contractor. This Contract may be extended multiple times under written mutual consent of the parties.

PAYMENT

There are no costs associated with this contract.

RECORDS MAINTENANCE

Each party shall maintain books, records, documents and other evidence, which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Contract will be retained for six (6) years after expiration and the Office of the State Auditor, federal auditors, and any

persons duly authorized by the parties shall have full access to and the right to examine any of these materials during this period.

Records and other documents, in any medium furnished by one party to this Contract to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

#### RIGHTS OF INSPECTION

The Contractor shall provide right of access to DOL, 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 of internal policies and procedures, and/or records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Contract. The Contractor shall make available information necessary for DOL to comply with the client's right to access, amend, and receive an accounting of disclosures of their Personal Information. The Contractor agrees to accommodate DOL's request for inspection, review, or audit on one (1) working day notice and to allow on-site audits during regular business hours.

#### SAFEGUARDING OF PERSONAL INFORMATION

Each party shall not use or disclose Personal Information in any manner that would constitute a violation of federal law, and applicable provisions of Washington State law. The Contractor agrees to comply with all federal and state laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of all Personal Information, including but not limited to Washington State Department of Information Services Board IT Portfolio Security Policy, Standards and Guidelines (<http://isb.wa.gov/policies/security.aspx>).

The Contractor shall protect Personal Information collected, used, or acquired in connection with this Contract, against unauthorized use, disclosure, modification or loss. The Contractor shall ensure their directors, officers; employees, subcontractors or agents use it solely for the purposes of accomplishing the services set forth in this Contract. The Contractor agrees not to release, divulge, publish, transfer, sell or otherwise make it known to unauthorized persons without the express written consent of DOL or as otherwise required by law. The Contractor agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure. The Contractor shall make the Personal Information available to amend as directed by DOL and incorporate any amendments into all the copies maintained by the Contractor. The Contractor shall certify its return or destruction upon expiration or termination of this Contract, shall retain no copies and by completing the *Certification of Data Disposition*, Attachment C. If the Contractor and DOL mutually determine that return or destruction is not feasible, neither party shall use the Personal Information in a manner other than those permitted or required by state and federal laws.

DOL reserves the rights to monitor, audit, or investigate the use of personal information collected, used or acquired by the other party through this Contract.

The Contractor shall notify DOL in writing within five (5) working days of becoming aware of any unauthorized access, use or disclosure. The Contractor agrees to indemnify and hold harmless DOL for any damages related to unauthorized use or disclosure by the other party their officers, directors, employees, subcontractors or agents.

Any breach of this clause may result in termination of the Contract.

#### DATA DISPOSITION

Each party shall certify the return or destruction of all data sets as described herein upon expiration or termination of this Contract (Reference: *Certification of Data Disposition*, Attachment C) and shall retain no copies. If the parties mutually determine that return or destruction is not feasible, neither party shall use the Confidential Information in a manner other than those permitted or authorized by state and federal laws.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Contract shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

CONTRACT ALTERATIONS AND AMENDMENTS

This Contract may be amended by mutual Contract 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.

MEMO OF UNDERSTANDING (MOU)

Any instructions that either Contract Manager determines to address more than day-to-day concerns, but do not modify the terms of this Contract, shall be documented by a written, numbered *Memo of Understanding*.

TERMINATION FOR CONVIENENCE

DOL may terminate this Contract upon thirty (30) calendar days prior written notification to the Contractor. If this Contract is so terminated, the Contractor shall be liable only for performance rendered or costs incurred in accordance with the terms of this Contract rendered prior to the effective date of termination.

TERMINATION FOR CAUSE

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

DISPUTES

In the event that a dispute arises under this Contract, a dispute board shall determine it in the following manner: Each party to this Contract shall appoint a member to the dispute board. The members so appointed shall jointly appoint an additional member to the dispute board. The dispute board shall evaluate the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the dispute board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

GOVERNANCE

This contract is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Contract shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Contract, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable state and federal statutes and rules;
2. Special Terms and Conditions;
3. *Statement of Work*, Attachment A,
4. *Data Classification Declaration*, Attachment B,
5. *Certification of Data Disposition*, Attachment C,
6. Any other provisions of the Contract, including materials incorporated by reference.

ASSIGNMENT

The work to be provided under this Contract, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

WAIVER

A failure by either party to exercise its rights under this Contract shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Contract unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Contract.

SEVERABILITY

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Contract, and to this end the provisions of this Contract are declared to be severable.

CONTRACT MANAGEMENT

The contract manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Contract Manager for the Contractor is:	The Contract Manager for DOL is:
Suzanne Elsner Marysville Municipal Court 1015 State Ave Marysville, WA 98270 Phone (360) 363-8050 FAX: (360) 657-2960 E-Mail: <a href="mailto:selsner@marysvillewa.gov">selsner@marysvillewa.gov</a>	Mike Dennison Department of Licensing PO Box 9020 Olympia WA 98507-9020 Phone: (360) 902-3851 E-Mail: <a href="mailto:mdennison@dol.wa.gov">mdennison@dol.wa.gov</a>

ALL WRITINGS CONTAINED HEREIN

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

IN WITNESS WHEREOF, the parties have executed this Contract.

**Marysville Municipal Court**

State of Washington  
 Department of Licensing

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Date)

\_\_\_\_\_  
 Julie Knittle

\_\_\_\_\_  
 (Date)

DOL Contracts Officer

\_\_\_\_\_  
 (Print Name)

APPROVED AS TO FORM ONLY

\_\_\_\_\_  
 (Title)

(SIGNATURE) ON FILE \_\_\_\_\_

2/12/2009

Jerry Anderson, AAG

\_\_\_\_\_  
 (Date)

Assistant Attorney General

\_\_\_\_\_  
 (Federal Identification Number)

Attachment A  
STATEMENT OF WORK

DEFINITIONS

As used throughout this Contract, the following terms shall have the meanings set forth below:

1. **"Contractor"** means that Contractor, firm, provider, organization, individual or other entity accessing drive record information under this Contract.
2. **"Contract Officer"** shall mean the Assistant Director for DOL Administrative Services or the designee authorized in writing to act on behalf of the DOL Assistant Director.
3. **"Contract Manager"** means the representative identified in the text of the Contract who is delegated the authority to administer the Contract.
4. **"Personal Information"** means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, use or receipt of governmental services or other activities, addresses, social security numbers, driver license numbers, other identifying numbers or Protected Health Information, and other information that may be exempt from disclosure to the public or other unauthorized persons under either RCW 42.17.310 or other state and federal statutes.
5. **"RCW"** shall mean the Revised Code of Washington. All references in this document to RCW chapters or sections shall include any successors, amended, or replacement statutes.
6. **"USER"** shall mean the Contractor, the Contractor employee(s) or agent(s) or entity performing on behalf of the primary Contractor and who will access the IHPS data system.

Program Support

The program support liaison for the Contractor shall be the primary contact for all communications regarding:

- Operation of IHPS;
- Registration process of the digital certificate and SecureAccess Washington;
- User acceptance testing for system updates;
- Process for modifying, adding, terminating employees from User List and/or general questions;
- Notifications of system maintenance

**The Program Support for DOL is:**

Department of Licensing IHPS Support  
PO Box 9030  
Olympia WA 98507-9030

**For questions about computer or browser-related problems:**

Please contact the desktop support staff within your agency.

**For questions about registering with SecureAccess Washington:**

Please contact the Department of Information Services (DIS) Service Desk:

- Email: [ServiceDesk@dis.wa.gov](mailto:ServiceDesk@dis.wa.gov)
- Phone: (360) 753-2454 or 1-888-241-7597

**For questions about the Digital Certificate:**

Please contact IdenTrust Customer Support:

- Email: [helpdesk@identrust.com](mailto:helpdesk@identrust.com)
- Phone: 1-888-248-4447
- Fax: (801) 326-5438
- Hours: Monday–Friday, 6 a.m. to 5 p.m.

**For questions about the Interagency Agreement, use of the IHPS**

**application, or if you cannot gain access to the application during normal business hours:**

Please contact Department of Licensing IHPS Support:

- Email: [doldidsihpssupport@dol.wa.gov](mailto:doldidsihpssupport@dol.wa.gov)
- Phone: (360) 902-0154
- Fax: (360) 570-7858
- Hours: Monday–Friday, 8 a.m. to 5 p.m.

**USERS Shall:**

1. Take all steps necessary to ensure the application is accessible and used only by the authorized personnel to accomplish their official job functions.
2. Notify DOL in writing of employees who are eligible for access to the IHPS system using the *IHPS User List* template incorporated herein by reference.
3. Be responsible to immediately notify DOL in writing of any changes to the access eligibility by using the *IHPS User List Modification* template incorporated herein by reference.
4. Ensure the USER and USER's employees and agents will maintain the confidentiality of driver records by:
  - a. Protecting their account numbers and passwords;
  - b. Regularly changing passwords, by instructing users to change their password every 90 days, as recommended for security enhancement and by using hard to guess passwords; particularly when there are changes in personnel;
  - c. Instituting penalties for misuse of data; and
  - d. Ensuring that employees are familiar with the provisions of this contract.
5. Have the ability and are responsible to cancel its SecureAccess account.
6. Require USER employees to apply for and receive either a digital certificate from IdenTrust or registration with SecureAccess Washington for each employee accessing the IHPS application.
7. USER is provided the following options for access to the DOL IHPS system, IdenTrust and SecureAccess Washington or may elect to use both options.
  - *IdenTrust (Fee Applies)*  
The USER will pay IdenTrust for the digital certificates along with a certificate renewal fee every two years. As a licensed, regulated entity, IdenTrust must comply with Washington law RCW 19.34 and operate under the rules set forth in chapter 434-180 of the Washington Administrative Code.
  - *SecureAccess (No Fee)*  
SecureAccess WA is a single sign-on application gateway created by Washington State's Department of Information Services and allows Internet access to multiple online government services with the use of a unique single self-generated User-ID and password.

**DELIVERABLES & DATA RESPONSIBILITIES**

The parties as indicated will share the data identified below:

**1. Purposes of data sharing.**

It is the purpose of this Contract to set out the terms and conditions under which DOL will provide the Contractor staff, access to certain information from DOL's driver license records. Access to driver license record information will only be made available to the Contractor's staff to accomplish their official job functions. The use of said driver record information shall be exclusively for court proceedings and to assist the individual named in determining requirements to reinstate their Washington driving privilege.

Said information shall be disseminated only to authorized entities and persons; and used by them only for the purposes set out in this Contract, in accordance with federal and state law.

**2. Statutory authority granting access to or sharing of data.**

The Contractor will comply with all statutory or administrative rules regulating the confidentiality of information obtained from DOL databases, including but not limited to RCW 46.52.120 and RCW 46.52.130, RCW 46.61.513 and the federal Driver Privacy Protection Act 18 USC 2721.

**3. Brief but clear description of the data to be shared.**

DOL will provide the Contractor staff, with on-line or Internet access to DOL driver databases. Contractor staff will update DOL's drive records with FTA adjudications.

Access will permit the Contractor staff to obtain information to be used exclusively for the purpose of determining requirements to reinstate the named individual's Washington driving privilege. This information is limited to:

- Failure to Appear Information (FTAs) (list);
- Reinstatement data and status;
- Middle initial search.

**4. How will the data be shared?**

The data shall be provided by the DOL based upon the option(s) chosen by Contractor at the time of application either Digital Certificate with IdenTrust and/or SecureAccess Washington or both.

**5. Names of individuals or employees and their working titles who are authorized access to the shared data:**

- Should be included on *attachement "E"*.

**6. Brief and clear description of the procedure or protocol for accessing the data:**

Aside from preventative maintenance and database updates, the application will be available for record access Sunday through Saturday. The Contractor will guard against unauthorized access to DOL databases as follows:

- 6.1 Only Contractor's staff needs this information in the execution of their official duties will be granted access privileges to the DOL databases specified in this Contract.
- 6.2 Access to DOL databases will be secured using log-on ID's/User Group Codes.
- 6.3 The Contractor's equipment capable of accessing these databases will be located in areas that are not accessible to the general public.
- 6.4 IHPS requires a UserID and password. SecureAccess requires user authorization. SecureAccess allows authorized staff access from any location with UserID and password. The applications allow the user to read and print the data and to update DOL's drive records with FTA adjudications.

**7. How will the data be destroyed by data recipient/returned to data provider?**

When information is no longer needed, it will be destroyed in the manner as other confidential client data.

The Contractor will comply with all statutory or administrative rules including, but not limited to Washington State Department of Information Services Board IT Portfolio Security Policy, Standards and Guidelines (<http://isb.wa.gov/policies/security.aspx>).

**8. Security Controls.** Contractor shall protect the data from unauthorized physical and electronic access while it is in motion and at rest, as described below:

1. Electronic Access: Contractor shall ensure electronic access is authorized using individual accounts, hardened passwords and require changing of passwords at least every 90 days.
2. Encryption and Decryption: Contractor shall furnish encryption and decryption software compatible with DOL's software to ensure security and confidentiality.

3. Apply Security Patches: Contractor shall be diligent in the timely installation of security patches for all information technology assets, hosts and networks, that process DOL data.
4. IT Security Policies and Procedures: Contractor shall maintain and enforce information technology security policies and procedures consistent with this Contract, and provide an electronic copy to DOL upon request within three (3) business days. Contractor's information technology security policies and procedures shall include a computer incident response policy and procedure and annual security training to their employees.
5. Protection/Intrusion Devices: All Contractors' information technology assets that store/process DOL data shall be physically secured from unauthorized access. Contractor shall employ adequate devices such as Intrusion Protection (IPS) and Intrusion Detection (IDS) devices and system log monitoring to ensure unauthorized users cannot access Contractor information technology assets in a manner that allows DOL data to be compromised.
6. Periodic Vulnerability Scanning and Penetration Testing: Contractor shall periodically scan information technology hosts and networks that process DOL data for vulnerabilities to exploitation.
7. Self Audits: Internal and independent audits to review Contractor's data protection and access may be conducted at a time or times determined by DOL at the Contractor's expense and DOL being the client.

Attachment B  
DATA CLASSIFICATION DECLARATION

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DATA CLASSIFICATION DECLARATION

Data described in this Contract is assessed by DOL to be in the following data (confidentiality) classification:

PUBLIC

A data classification for data whose access is unrestricted. It applies to all data that is not classified as CONFIDENTIAL or RESTRICTED CONFIDENTIAL.

CONFIDENTIAL

A data classification for data that, due to its sensitive or private nature, requires limited and authorized access. Its unauthorized access could adversely impact the Contractor legally, financially or damage its public integrity.

RESTRICTED CONFIDENTIAL

A data classification for the most sensitive data within the Contractor. It is confidential (as defined above); however, with a need for added protection. Its unauthorized access would seriously and adversely impact the organization, its customers, employees or business partners.

METHOD OF ACCESS/TRANSFER

The data shall be provided by the DOL to the Contractor in the following format(s):

- Secure file transfer (FTP/PGP, SFTP – Regular ADR Sales, ADR Monitoring)
- US or CMS mail (certified or registered with ID required)
- Secure on-line application (IHPS)
- Facsimile (exceptions only)
- Other FED EX – (with ID and return receipt required)

FREQUENCY OF DATA EXCHANGE

- One time: data shall be delivered by \_\_\_\_\_ (date)
- Repetitive
- As available

AUTHORIZED ACCESS TO DATA

Access to "Confidential" or "Restricted Confidential" information is limited to Contractor staff, who are specifically authorized and who have a business need-to-know. In accordance with the terms contained herein and prior to making the data available, the Contractor shall notify all Contractor staff with access to the data of the use, disclosure and disposition requirements.

USER will be responsible for ensuring that all employees obtaining access to the IHPS application have reviewed this contract and signed the *IHPS Appropriate Use Declaration* form incorporated herein by reference. This form will be kept on file at the USER's location.

Attachment C  
CERTIFICATION OF DATA DISPOSITION

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Date of Disposition: \_\_\_\_\_

Data disposition methods used upon expiration or termination of this Contract: (select all that apply).

- All copies of any data sets related to this Contract have been wiped from all data storage systems and media.
- All on-line access accounts related to this Contract have been deleted.
- All printed and hard copy materials and all non-wiped computer media containing any data related to this Contract have been destroyed.

By signing below, I hereby certify that the data disposition requirements as provided in DOL Contract No. K1294 have been fulfilled as indicated above.

**Marysville Municipal Court**

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

Washington State  
**DEPARTMENT OF LICENSING**

**Attachment D**  
**INTERNET QUERY SYSTEM (IHPS)**  
**APPROPRIATE USE DECLARATION**

**IHPS USERS WILL:**

- 1. Ensure the confidentiality and privacy of the information accessed.
- 2. Only use the information to accomplish official job duties.

**IHPS USERS WILL NOT:**

- 1. Share the information with any persons not identified in the Internet Query System User List.
- 2. Use the information for personal reasons or benefit.

**Misuse of this information is a felony and is punishable by fine and/or imprisonment.**

I reviewed the Data Sharing Agreement with my supervisor and understand the expectations for using IHPS.

_____ EMPLOYEE NAME (PRINTED)	_____ EMPLOYEE SERIAL/BADGE NUMBER	_____ DATE
	<b>X</b> _____ EMPLOYEE SIGNATURE	_____ DATE
_____ SUPERVISOR NAME (PRINTED)	<b>X</b> _____ SUPERVISOR SIGNATURE	_____ DATE

**Signed copies of this declaration should be kept on file in your office – *please do not return to DOL.***





**Attachment F**  
**INTERNET QUERY SYSTEM (IHPS)**  
**USER LIST MODIFICATION**

This template should be used to add, remove or update a user's access to the IHPS application. This information must be provided to the department.

**DOL CONTRACT NUMBER** \_\_\_\_\_

\_\_\_\_\_  
AGENCY NAME

\_\_\_\_\_  
AGENCY ADDRESS

**ADD USER**

NOTE: The new employee needs to apply for a Digital Certificate or SecureAccess.

Check the type of access:

- Digital Certificate (DC) or
- Secure Access (SA)

\_\_\_\_\_  
PRINT NAME

**REMOVE USER**

Check the type of access the employee had; Digital Certificate (DC) or SecureAccess (SA).

- DC
- SA

\_\_\_\_\_  
PRINT NAME

**UPDATE USER**

**CURRENT INFORMATION**

Check the type of access; Digital Certificate (DC) or SecureAccess (SA).

- DC
- SA

\_\_\_\_\_  
PRINT NAME

-----  
**UPDATED INFORMATION**

Check the type of access; Digital Certificate (DC) or SecureAccess (SA).

- DC
- SA

\_\_\_\_\_  
PRINT NAME

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: May 11, 2009**

AGENDA ITEM: 3rd Amendment to Interlocal Agreement for Court Services with the City of Arlington	AGENDA SECTION:	
PREPARED BY: Suzanne Elsner, Court Administrator	AGENDA NUMBER:	
ATTACHMENTS: Interlocal Agreement	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

In 2003, the City of Marysville entered into an Interlocal Agreement with the City of Arlington for Municipal Court services. This Third Amendment to the Interlocal Agreement amends the fees to increases the filing fees from \$35.00 to \$42.00 for infraction citations and \$75.00 to \$90.00 for criminal citations effective July 1, 2009. The increase in fees will bring the cost of processing criminal citations to actual cost. Copies of this agreement have been forwarded to the City of Arlington Administration.

**RECOMMENDED ACTION:** Authorize the Mayor to sign 3rd Amendment to Interlocal Agreement for Municipal Court Services between the City of Marysville and City of Arlington.

**COUNCIL ACTION:**

**THIRD AMENDMENT TO  
INTERLOCAL AGREEMENT FOR  
MUNICIPAL COURT SERVICES  
BETWEEN THE CITY OF MARYSVILLE  
AND THE CITY OF ARLINGTON  
INCREASING FILING FEES TO \$42.00 FOR INFRACTIONS  
AND \$90.00 FOR CRIMINAL CITATIONS  
AND FOR RENEWAL OF THE AGREEMENT THROUGH DECEMBER 31, 2011**

THIS AMENDMENT to Interlocal Agreement for Municipal Court Services is made and entered into this day by and between the City of Marysville ("Marysville"), a municipal corporation in the State of Washington, and the City of Arlington ("Arlington"), a municipal corporation in the State of Washington.

WHEREAS, Marysville and Arlington entered into an Interlocal Agreement for Municipal Court Services recorded at the Snohomish County Auditor's office on April 4, 2003; and

WHEREAS, Marysville and Arlington entered into the First Amendment to Interlocal agreement for municipal court services between the city of Marysville and the city of Arlington and First Renewal for Three year term January 1, 2005 to May 30, 2008, which was recorded on 11/12/2005; and

WHEREAS, Marysville and Arlington entered into the Second Amendment to Interlocal Agreement for Municipal Court Services between the city of Marysville and the city of Arlington, which was recorded on 08/24/2007; and,

WHEREAS, the parties recognized the need for increased fees to fund the increased case load and the agreement as revised in the Second Amendment provides in Paragraph 3 that Fees may be revised prior to the contract renewal date:

*Paragraph 3. FEES. In consideration of the services and supplies enumerated in Section 2 above, Arlington shall pay Marysville \$35 for the filing of each infraction and each criminal citation. The above-referenced fees may be revised prior to contract renewals for the succeeding contract.*

WHEREAS, the parties wish to agree to certain amendments and revisions to the agreement regarding the increased filing fees; and

WHEREAS, the parties wish to amend Paragraph 10 of the Agreement and renew the agreement for the three and one half year period of June 1, 2008 through December 31, 2011;

and

WHEREAS, the parties wish to agree to certain amendments and revisions to the agreement;

NOW, THEREFORE,

IN CONSIDERATION OF the terms and provisions hereof, Arlington and Marysville agree to amend the Interlocal Agreement for Municipal Court Services recorded at Snohomish County Auditor's office on April 4, 2003, as amended by the First Amendment to Interlocal agreement for municipal court services between the city of Marysville and the city of Arlington and the First Renewal for Three year term January 1, 2005 to May 30, 2008, recorded on 11/12/2005, and by the Second Amendment to Interlocal Agreement for Municipal Court Services between the city of Marysville and the city of Arlington recorded on 08/24/2007; and the parties do hereby agree as follows:

1. Paragraph 3 is amended to read as follows:

3. **FEES.** In consideration of the services and supplies enumerated in Section 2 above, Arlington shall pay Marysville \$42 for the filing of each infraction and \$90 each criminal citation. The above-referenced fees may be revised prior to contract renewals for the succeeding contract.

The effective date of this paragraph relating to fees will be July 1, 2009.

2. Paragraph 10 is amended to read as follows:

10. **DURATION.** In addition to the initial terms set forth in the original agreement and amendments, the term of this agreement is renewed for the period of three and one half years from June 1, 2008 through December 31, 2011. The parties may agree to additional renewal terms. Said renewals shall be subject only to mutual agreement of the parties with schedule of fees as set forth in Section 3 as agreed by the parties.

3. Except as provided herein, all other provisions of the Interlocal Agreement for Municipal Court Services entered into on April 4, 2003, as amended by the First Amendment to Interlocal agreement for municipal court services between the city of Marysville and the city of Arlington and the First Renewal for Three year term January 1, 2005 to May 30, 2008, recorded on

11/12/2005, and by the Second Amendment to Interlocal Agreement for Municipal Court Services between the city of Marysville and the city of Arlington recorded on 08/24/2007, shall remain in full force and effect, unchanged.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed.

CITY OF ARLINGTON

CITY OF MARYSVILLE

By \_\_\_\_\_  
MARGARET LARSON, Mayor

By \_\_\_\_\_  
DENNIS KENDALL, Mayor

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED as to form:

APPROVED as to form:

\_\_\_\_\_  
STEVEN PEIFFLE, City Attorney

\_\_\_\_\_  
GRANT K. WEED, City Attorney

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: May 11, 2009**

AGENDA ITEM: Inter-local Agreement with Snohomish Regional Drug Task Force	AGENDA SECTION:	
PREPARED BY: Commander R. Krusey	AGENDA NUMBER:	
ATTACHMENTS: Inter-local Agreement	APPROVED BY: Chief Richard Smith	
	MAYOR	CAO
BUDGET CODE: <b>00103426 551000</b>	AMOUNT: \$8,717.	

Marysville Police Department request council approval of the Inter-local Agreement with the Snohomish Regional Drug Task Force and authorize the Mayor to sign the agreement. The cost of the agreement is based on the City of Maryville population. The cost this year is \$8,717. This is a recurring expense.

**RECOMMENDED ACTION:**  
Staff recommends that Maryville City Council authorize the Mayor to sign the Inter-local Agreement with Snohomish Regional Drug Task Force.

**COUNCIL ACTION:**

**INTERLOCAL AGREEMENT ESTABLISHING  
SNOHOMISH REGIONAL DRUG TASK FORCE**

This Interlocal Agreement is among Snohomish County, a political subdivision of the State of Washington, and the following jurisdictions (hereinafter collectively referred to as the “Participating Jurisdictions”):

City of Arlington	City of Monroe
City of Bothell	City of Mountlake Terrace
City of Brier	City of Mukilteo
City of Darrington	City of Snohomish
City of Edmonds	City of Stanwood
City of Everett	City of Sultan
City of Gold Bar	DSHS, Child Protective Services
City of Granite Falls	Sauk Suiattle Tribe
City of Index	Snohomish Health District
City of Lake Stevens	Stillaguamish Tribe
City of Lake Forest Park	Swinomish Tribe
City of Lynnwood	Tulalip Tribes
City of Marysville	Washington State Patrol
City of Mill Creek	

**WITNESSES THAT:**

**WHEREAS**, the State of Washington Department of Community, Trade, and Economic Development (hereinafter "CTED"), has received funds from the U.S. Department of Justice under authority of the Anti-Drug Abuse Act of 1988 to provide grants to local units of government for drug law enforcement; and

**WHEREAS**, eligible applicants include cities, counties and Indian tribes; and

**WHEREAS**, RCW 39.34 permits one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking that each public agency is authorized by law to perform; and

**WHEREAS**, Snohomish County and CTED have entered into a Narcotics Control Grant Contract (hereinafter "Grant Contract") whereby Snohomish County shall use specified grant funds solely for a regional task force project consistent with the task force grant application submitted to CTED on or before June 1, 2009, upon which the Grant Contract is based (by this reference both the Grant Contract and the grant application are incorporated in this agreement as though set forth fully herein); and

**WHEREAS**, the Participating Jurisdictions recognize the above-mentioned Grant Contract between CTED and Snohomish County; and

**WHEREAS**, the Participating Jurisdictions desire to participate as members of the multi-jurisdictional task force with Snohomish County administering task force project grants on their behalf; and

**WHEREAS**, the Participating Jurisdictions desire to enter into an agreement with Snohomish County to enable Snohomish County to continue to be the receiver of any grant funds related to the task force project; and

**WHEREAS**, each of the Participating Jurisdictions represented herein is authorized to perform each service contemplated for it herein;

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

**1.0 TASK FORCE CONTINUATION, TERM, AND PURPOSE**

- 1.1 The countywide multi-jurisdictional task force, composed of law enforcement, prosecutor, and support personnel, known as the Snohomish Regional Drug Task Force (hereinafter "Task Force") was created pursuant to the Interlocal Agreement Among Participating Jurisdictions dated January 18, 1988. The Task Force has operated on a continuous basis since that time under a series of interlocal agreements, the most recent effective from July 1, 2008, through June 30, 2009. This agreement shall serve to continue the operation of the Task Force.
- 1.2 The effective date of this agreement shall be from July 1, 2009, through June 30, 2010, unless earlier terminated or modified as provided in this agreement.
- 1.3 The purpose of the Task Force shall be to formally structure and jointly coordinate selected law enforcement activities, resources, and functions in order to disrupt illegal drug trafficking systems and to remove traffickers through a cooperative program of investigation, prosecution, and asset forfeiture.
- 1.4 The Task Force agrees to perform the statement of work indicated in the Task Force Abstract set forth in the application for funding between CTED and Snohomish County. Therefore each participating jurisdiction adopts the following Task Force goals:
  - Continue to attack the demand and supply sides of narcotics trafficking.

- Continue enforcement efforts directed toward mid and upper level dealers.
  - Continue to assist smaller agencies within Snohomish County with narcotics enforcement within their towns and cities.
  - Continue to provide narcotics enforcement training to smaller jurisdictions throughout Snohomish County.
- 1.5 The Task Force shall continue to follow a management system for the shared coordination and direction of personnel as well as financial, equipment and technical resources as stated in this agreement.
- 1.6 The Task Force shall continue to implement operations, including:
- a. Development of intelligence
  - b. Target identification
  - c. Investigation
  - d. Arrest of Suspects
  - e. Successful prosecution of offenders, and
  - f. Asset forfeiture/disposition
- 1.7 The Task Force shall evaluate and report on Task Force performance to CTED as required in the Grant Contract.

## **2.0 ORGANIZATION**

- 2.1 Exhibit “D”, incorporated herein by this reference, sets forth the organization of the Task Force.
- 2.2 The Task Force Executive Board shall be comprised of the Snohomish County Prosecuting Attorney, the Snohomish County Sheriff, the Everett Police Chief, the Everett City Prosecutor, and one (1) chief of police from the remaining Participating Jurisdictions chosen by the chiefs of police of the remaining Participating Jurisdictions. The Snohomish

County Sheriff shall serve as Chair of the Executive Board. The Task Force Executive Board may adopt bylaws providing for appointment of alternates to attend Executive Board meetings in the absence of members. At such meetings the alternate shall have the same rights as the appointing member. Any action taken by the Task Force Executive Board under this agreement shall be based on a majority vote.

- 2.3 All law enforcement personnel assigned to the Task Force shall be directed in their Task Force duties by the Snohomish County Sheriff's Office (SCSO) through the Task Force Commander. The Task Force Commander will be an employee of Snohomish County for all purposes and, if not a regular SCSO deputy, will hold a special commission for that purpose.
- 2.4 Exhibit "A", incorporated herein by this reference, sets forth the personnel and related equipment and supplies currently assigned to the Task Force by each Participating Jurisdiction. Nothing in this agreement shall restrict the ability of the Snohomish County Prosecuting Attorney, Snohomish County Sheriff, Everett Police Chief, or chief law enforcement officer of any Participating Jurisdiction to reassign personnel and related equipment and supplies now or later assigned to the Task Force.

### **3.0 FINANCING**

- 3.1 Exhibit "B" sets forth the Task Force operating budget and is incorporated herein by reference. Participating Jurisdictions in the aggregate agree to provide funds that will allow for at least a one-third match of the funds awarded under the Grant Contract.

- 3.2 Exhibit “C” sets forth the Local Match breakdown for the period from July 1, 2009, to June 30, 2010, and is incorporated herein by reference. Although State and/or Federal Grant funds may vary from the amount initially requested, each Participating Jurisdiction agrees to provide funding that is no less than the amount indicated in Exhibit “C”, and to pay its funding share to Snohomish County as administrator of Task Force funds promptly upon request.
- 3.3 As required by the Grant Contract, each Participating Jurisdiction agrees the funding it contributes shall be provided in addition to that currently appropriated to narcotics enforcement activities and that no Task Force activity will supplant or replace any existing narcotic enforcement activities.
- 3.4 Except as modified by section 5.3 below, all revenues collected or generated by or for the Task Force shall be forwarded to the Snohomish County Treasurer and placed in a designated special account for the purpose of supporting Task Force operations, and all real or personal property of the Task Force will be held in Snohomish County’s name for the benefit of the Task Force.
- 3.5 Upon termination of the Task Force, all funds remaining in said special account shall be disbursed pro rata to the then-current Participating Jurisdictions in proportion to the percentage of their most recent financial participation as indicated in Exhibit “C”.

#### **4.0 GENERAL ADMINISTRATION**

- 4.1 Snohomish County agrees to provide CTED with the necessary documentation to receive grant funds.

- 4.2 By executing this agreement, each Participating Jurisdiction agrees to make any certified assurances required by the Grant Contract that are within its particular control, and agrees to make all its records related to the Task Force available for inspection consistent with the Grant Contract.
- 4.3 All Task Force contracts and agreements executed on behalf of Participating Jurisdictions under this agreement must first be approved on motion of the Task Force Executive Board. By executing this agreement, each Participating Jurisdiction agrees that, for the purpose of administering the assets and resources available to the Task Force, Snohomish County is hereby granted the authority to execute on behalf of the Participating Jurisdictions all agreements and contracts signed as approved by the Task Force Executive Board, by and through its Chair, including but not limited to all contracts for professional services. Agreements and contracts executed in this manner shall have the same legal effect as if they were executed by each Participating Jurisdiction. No such agreement or contract may impose or waive liability with respect to a Participating Jurisdiction in a manner that is inconsistent with the hold harmless provision in section 10.0 of this agreement.
- 4.4 Any dispute arising under this agreement will be forwarded to the Task Force Executive Board for arbitration. The determination made by the Executive Board shall be final and conclusive as between the parties. This provision shall not apply to issues of indemnity and liability governed by the hold harmless provision in section 10.0 of this agreement.

## **5.0 ASSET FORFEITURE**

- 5.1 The Participating Jurisdictions shall refer all potential asset forfeitures initiated or investigated by officers assigned to the Task Force during the pendency of this agreement to the Task Force for disposition at the discretion of the Task Force Executive Board or prosecuting authority (Prosecuting Attorney or United States Attorney). Any such referred asset forfeiture that is pursued in state court will be prosecuted in the name of Snohomish County on behalf of the Task Force and its Participating Jurisdictions.
- 5.2 The Task Force Commander, under the direction of the Task Force Executive Board, shall manage the acquisition and disposition of assets seized or forfeited as a result of this agreement in compliance with law and Task Force Procedures.
- 5.3 A portion of the net monetary proceeds of each asset forfeiture made by the Task Force shall be distributed to the involved investigating agencies commensurate with their participation as determined by prior agreement between the Task Force Commander and said agencies, or in the absence of such agreement, by the Task Force Executive Board, prior to dedication of the remaining proceeds to the Task Force as specified in section 3.4. As long as the personnel, equipment, and related supply assignments stated in Exhibit "A" remain unchanged, distributions to Snohomish County and the City of Everett under this subparagraph shall be 40 percent each of the net monetary proceeds remaining after distributions under this subparagraph to Participating Jurisdictions other than Snohomish County and the City of Everett. If assignments change from those stated in Exhibit "A", the Task Force Executive Board may modify the relative percentage allocations to Snohomish County and the

City of Everett on a case-by-case or permanent basis. For purposes of this subparagraph, the term “net monetary proceeds” means cash proceeds realized from property forfeited during the term of this agreement that is not retained for use by the Task Force after deducting all costs and expenses incurred in its acquisition, including but not limited to the cost of satisfying any bona fide security interest to which the property may be subject at the time of seizure, the cost of sale in the case of sold property (including reasonable fees or commissions paid to independent selling agencies), amounts paid to satisfy a landlord’s claim for damages, and the amount of proceeds (typically ten percent) payable to the State of Washington under RCW 69.50.505(9) or similar law.

- 5.4 Any Participating Jurisdiction receiving a distribution of assets forfeited under RCW 69.50.505 shall use such assets in accordance with RCW 69.50.505(10), which limits use to the expansion and improvement of controlled substances related law enforcement activity and prohibits use to supplant preexisting funding sources.
- 5.5 Upon termination of the Task Force, the Task Force Executive Board shall dispose of the Task Force’s interest in assets seized or forfeited as a result of this agreement in accordance with applicable federal, state and county requirements, and shall distribute proceeds in accordance with sections 5.3 and 3.5.

## **6.0 ACQUISITION AND USE OF EQUIPMENT**

- 6.1 In the event that any equipment is acquired with grant funds, the Participating Jurisdictions agree that the Task Force will use that equipment only for specified law enforcement purposes for the term of the grant.

- 6.2 Upon termination of the Task force, any equipment provided by Participating Jurisdictions will be returned to those respective jurisdictions.
- 6.3 Upon termination of the Task Force, the Task Force Executive Board shall dispose of all acquired equipment in accordance with applicable federal, state and county requirements, and shall distribute proceeds in accordance with section 3.5.

## **7.0 MODIFICATION**

- 7.1 Participating Jurisdictions hereto reserve the right to amend this agreement in the future from time to time as may be mutually agreed upon. No such amendment shall be effective unless written and signed by all then-contributing jurisdictions with the same formality as this agreement.

## **8.0 NONDISCRIMINATION PROVISION**

- 8.1 There shall be no discrimination against any employee who is paid by the grant funds or against any applicant for such employment because of race, color, religion, handicap, marital status, political affiliation, sex, age, or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training.

## **9.0 TERMINATION OF AGREEMENT**

- 9.1 Notwithstanding any provisions of this agreement, any party may withdraw from the agreement as it pertains to them by providing written

notice of such withdrawal to all other parties, specifying the effective date thereof at least thirty (30) days prior to such date. A withdrawing party may take with it any equipment it has loaned or donated to the Task Force, and shall be entitled to distributions under section 5.3 of this agreement with respect to asset forfeitures initiated before the effective date of withdrawal.

- 9.2 If there is a reduction in funds by the source of those funds, and if such funds are the basis of this agreement, Snohomish County may unilaterally terminate all or part of the agreement, or may reduce its scope of work and budget.

## **10.0 HOLD HARMLESS**

- 10.1 Each party hereto agrees to save, indemnify, defend and hold the other parties harmless from any allegations, complaints, or claims of wrongful and/or negligent acts or omissions, by said party and/or its officers, agents, or employees to the fullest extent allowed by law. In the case of allegations, complaints, or claims against more than one party, any damages allowed shall be levied in proportion to the percentage of fault attributable to each party, and each party shall have the right to seek contribution from each of the other parties in proportion to the percentage of fault attributable to each of the other parties. Moreover, the parties agree to cooperate and jointly defend any such matter to the extent allowed by law. An agency that has withdrawn assumes no responsibility for the actions of the remaining members arising after the date of withdrawal, but shall remain liable for claims of loss or liability arising prior to the effective date of withdrawal.

- 10.2 The Tulalip Tribes waives sovereign immunity to suit by any party to interpret or enforce the terms of this Agreement. The parties agree that in enforcing obligations under this Agreement, a party seeking payment from the Tulalip Tribes shall look first to the proceeds of any insurance procured by the Tribes for this purpose. Should any claim exceed the limit of procured insurance arising from the entry of a final decree in any court, or by settlement of a civil action mutually agreed to by a party to this Agreement and the Tribes, the Tribes hereby waives any claim of immunity or exemption for any assets it holds up to the amount necessary to discharge the obligation and the costs of collection.
- 10.3 The Sauk Suiattle Tribe waives sovereign immunity to suit by any party to interpret or enforce the terms of this Agreement. The parties agree that in enforcing obligations under this Agreement, a party seeking payment from the Sauk Suiattle Tribe shall look first to the proceeds of any insurance procured by the Tribe for this purpose. Should any claim exceed the limit of procured insurance arising from the entry of a final decree in any court, or by settlement of a civil action mutually agreed to by a party to this Agreement and the Tribe, the Tribe hereby waives any claim of immunity or exemption for any assets it holds up to the amount necessary to discharge the obligation and the costs of collection.
- 10.4 The Stillaguamish Tribe waives sovereign immunity to suit by any party to interpret or enforce the terms of this Agreement. The parties agree that in enforcing obligations under this Agreement, a party seeking payment from the Stillaguamish Tribe shall look first to the proceeds of any insurance procured by the Tribe for this purpose. Should any claim exceed the limit of procured insurance arising from the entry of a final decree in any court, or by settlement of a civil action mutually agreed to

by a party to this Agreement and the Tribe, the Tribe hereby waives any claim of immunity or exemption for any assets it holds up to the amount necessary to discharge the obligation and the costs of collection.

- 10.5 The Swinomish Tribe waives sovereign immunity to suit by any party to interpret or enforce the terms of this Agreement. The parties agree that in enforcing obligations under this Agreement, a party seeking payment from the Swinomish Tribe shall look first to the proceeds of any insurance procured by the Tribe for this purpose. Should any claim exceed the limit of procured insurance arising from the entry of a final decree in any court, or by settlement of a civil action mutually agreed to by a party to this Agreement and the Tribe, the Tribe hereby waives any claim of immunity or exemption for any assets it holds up to the amount necessary to discharge the obligation and the costs of collection.

## **11.0 GOVERNING LAW AND VENUE**

- 11.1 This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Washington without reference to choice of law principles, and venue of any suit between the parties arising out of this agreement shall be in the Superior Court of Snohomish County, Washington.

## **12.0 INTEGRATION**

- 12.1 With the exception of necessary operational agreements between law enforcement agencies of the Participating Jurisdictions and agreements pursuant to section 5.3 hereof, this agreement constitutes the whole and entire agreement among those parties as to the Task Force and no other

understandings, oral, or otherwise, regarding the Task Force shall be deemed to exist or bind the parties.

### **13.0 EXECUTION OF MULTIPLE ORIGINAL COUNTERPARTS**

**13.1** This agreement may be reproduced in any number of original counterparts. Each party need sign only one counterpart and when the signature pages are all assembled with one original counterpart, that compilation constitutes a fully executed and effective agreement among all the Participating Jurisdictions. In the event that fewer than all named parties execute this agreement, the agreement, once recorded as specified in section 15.0, shall be effective as between the parties that have executed the agreement to the same extent as if no other parties had been named.

### **14.0 SEVERABILITY**

**14.1** If any part of this agreement is unenforceable for any reason the remainder of the agreement shall remain in full force and effect.

### **15.0 RECORDING**

**15.1** This interlocal agreement will be recorded in compliance with RCW 39.34.040.

In witness whereof, the parties have executed this agreement.

**SNOHOMISH COUNTY, approved at the direction of the County Council.**

\_\_\_\_\_  
Aaron Reardon, County Executive

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

APPROVAL RECOMMENDED:

\_\_\_\_\_  
John Lovick, Sheriff

DATE: \_\_\_\_\_

Approved as to form only:

\_\_\_\_\_  
Deputy Prosecuting Attorney

## EXHIBIT A

### Snohomish Regional Drug Task Force

Personnel and Basic Equipment Assigned by Jurisdiction  
July 1, 2009 through June 30, 2010

#### EVERETT POLICE DEPARTMENT

1 Lieutenant  
1 Sergeant  
1 Detective  
1 Support Personnel

#### FUNDING

Everett PD  
Everett PD

#### GRANITE FALLS POLICE DEPARTMENT

1 Detective

#### FUNDING

Justice Assistance Grant

#### MARYSVILLE POLICE DEPARTMENT

1 Detective

#### FUNDING

Marysville PD

*VACANT*

#### BOTHELL POLICE DEPARTMENT

1 Detective

#### FUNDING

Bothell PD

#### SNOHOMISH COUNTY SHERIFF'S OFFICE

1 Task Force Commander  
1 Lieutenant  
1 Sergeant  
1 Detective  
1 Support Staff  
1 Support Staff

#### FUNDING

Justice Assistance Grant  
Snohomish County Sheriff  
Justice Assistance Grant  
Snohomish County Sheriff

*VACANT*

*VACANT*

Interlocal Agreement Establishing  
Snohomish Regional Drug Task Force

**EXHIBIT A**

SNOHOMISH HEALTH DISTRICT

1 Local Health Officer

FUNDING

Snohomish Health District

SNOHOMISH COUNTY PROSECUTOR'S OFFICE

1 Deputy Prosecutor  
1 Deputy Prosecutor  
1 Support Staff  
1 Deputy Prosecutor

FUNDING

Justice Assistance Grant  
Snohomish County Prosecutor  
Snohomish County Sheriff  
Snohomish County Prosecutor

STATE OF WASHINGTON

1 Detective  
1 Case Worker

FUNDING

Washington State Patrol  
DSHS, Child Protective Services

WASHINGTON NATIONAL GUARD

1 Intelligence Analyst

FUNDING

Washington National Guard

BUREAU OF ALCOHOL TOBACCO AND FIREARMS

1 Agent

FUNDING

ATF *VACANT*

DRUG ENFORCEMENT AGENCY

1 Agent

FUNDING

Drug Enforcement Agency *VACANT*

IMMIGRATION AND CUSTOMS ENFORCEMENT

1 Agent  
0.5 Agent

FUNDING

Immigration And Customs Enforcement *VACANT*  
Immigration And Customs Enforcement

Interlocal Agreement Establishing  
Snohomish Regional Drug Task Force

## EXHIBIT B

### Snohomish Regional Drug Task Force

Estimated Operating Budget for July 1, 2009 through June 30, 2010

	<u>FEDERAL FUNDS</u>	<u>LOCAL MATCH</u>	<u>TOTAL</u>
Salaries	205,466	120,670	326,136
Benefits	49,684	29,180	78,864
Contracted Services	119,700	70,300	190,000
Goods and Services	6,300	3,700	10,000
Travel	0	0	0
Training	6,300	3,700	10,000
Equipment	0	0	0
Confidential Funds	0	0	0
TOTALS	\$387,450	\$227,550 *	\$615,000

\* \$163,574 from Local Matching Funds; \$63,976 from Forfeited Assets Fund

Interlocal Agreement Establishing  
Snohomish Regional Drug Task Force

## EXHIBIT C

### Snohomish Regional Drug Task Force

Local Match Breakdowns for July 1, 2009 through June 30, 2010

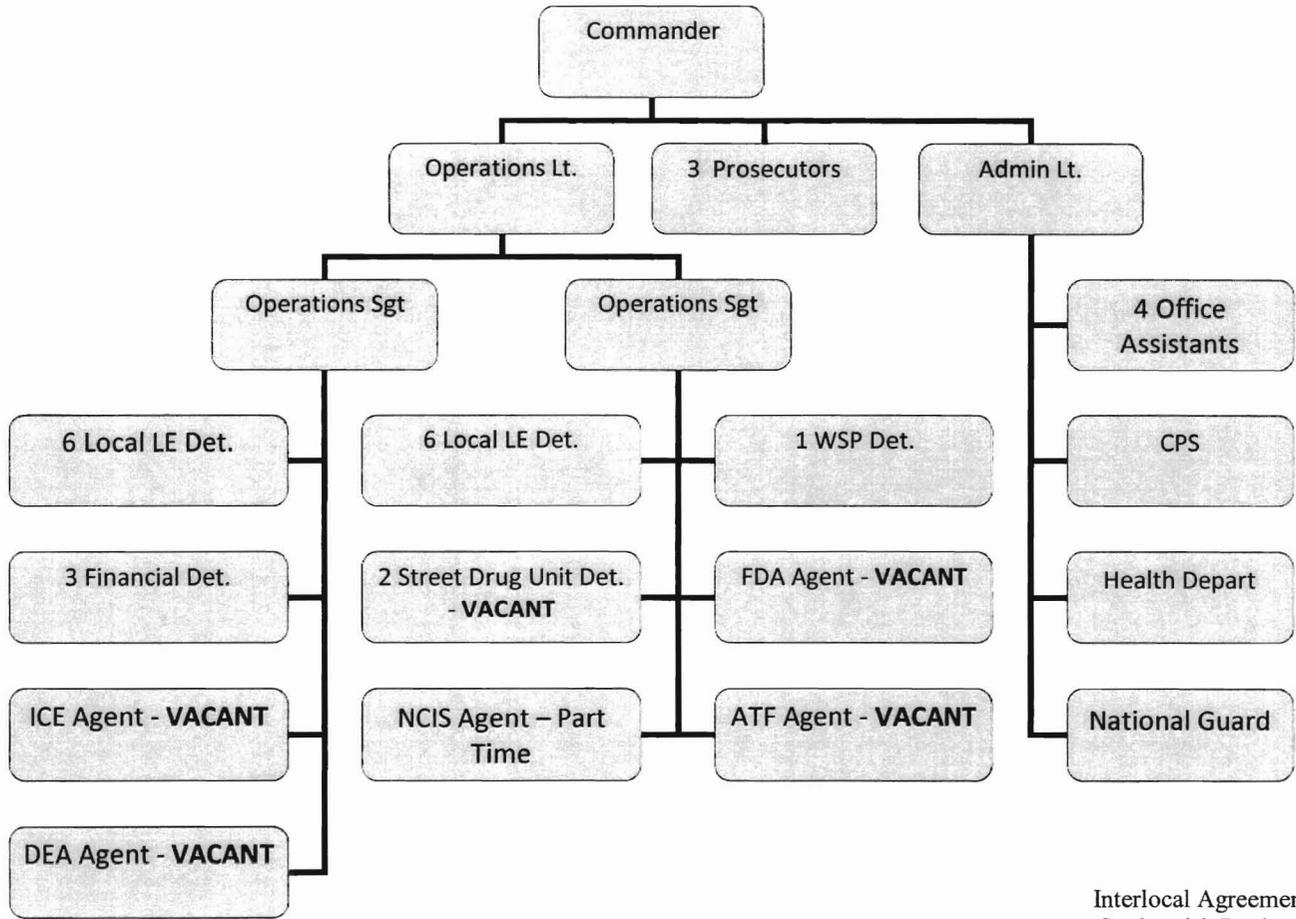
<u>JURISDICTION</u>	<u>POPULATION</u>	<u>PERCENTAGE</u>	<u>AMOUNT</u>
Arlington	17,050	2.45%	\$ 4,010.00
Bothell	15,730	2.26%	\$ 3,700.00
Brier	6,485	0.93%	\$ 1,525.00
Darrington	1,500	0.22%	\$ 353.00
Edmonds	40,760	5.85%	\$ 9,587.00
Everett	102,300	14.69%	\$ 24,063.00
GoldBar	2,210	0.32%	\$ 520.00
Granite Falls	3,290	0.47%	\$ 774.00
Index	160	0.02%	\$ 38.00
Lake Stevens	14,560	2.09%	\$ 3,425.00
Lake Forest Park	-	-	\$ -
Lynnwood	35,680	5.12%	\$ 8,392.00
Marysville	37,060	5.32%	\$ 8,717.00
Mill Creek	17,770	2.55%	\$ 4,180.00
Monroe	16,550	2.38%	\$ 3,893.00
Mountlake Terrace	20,930	3.00%	\$ 4,923.00
Mukilteo	20,050	2.88%	\$ 4,716.00
Snohomish	9,020	1.29%	\$ 2,122.00
Snohomish County	324,320	46.56%	\$ 76,285.00
Stanwood	5,445	0.78%	\$ 1,281.00
Sultan	4,550	0.65%	\$ 1,070.00
DSHS, CPS	-	-	\$ -
Sauk Suiattle Tribe	-	-	\$ -
Snohomish Health District	-	-	\$ -
Stillaguamish Tribe	-	-	\$ -
Swinomish Tribe	-	-	\$ -
Tulalip Tribes	-	-	\$ -
Upper Skagit Tribe	-	-	\$ -
Washington State Patrol	-	-	\$ -
<b>PARTICIPATING JURISDICTIONS' TOTALS:</b>			<b>\$ 163,574</b>

*1638.53  
per  
1,000.*

Interlocal Agreement Establishing  
Snohomish Regional Drug Task Force

## EXHIBIT D SRDTF Organizational Chart

**SRDTF Executive Board**  
 Chief of Everett (Asst Chair), Chief of Lynnwood, Snohomish County Sheriff (Chair), Snohomish County  
 Prosecutor, City of Everett Prosecutor, SRDTF



Interlocal Agreement Establishing  
 Snohomish Regional Drug Task Force

**ATTEST:**

**APPROVED AT THE DIRECTION OF THE PARTICIPATING JURISDICTION:**

\_\_\_\_\_  
Title \_\_\_\_\_

Dated \_\_\_\_\_  
Jurisdiction of \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Jurisdiction Clerk

Dated \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Jurisdiction Attorney

Dated \_\_\_\_\_

**ORIGINAL**  
(if printed in blue)

please return to Megan King  
SRDTF  
3000 Rockefeller Ave, M/S 606  
Everett, WA 98201

CITY OF MARYSVILLE  
Marysville, Washington

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY OF MARYVILLE ADOPTIING REVISED PERSONNEL RULES OF THE CITY OF MARYSVILLE AND REPEALING RESOLUTION NUMBER 810 AND SUBSEQUENT RESOLUTIONS AMENDING RESOLUTION 810.

WHEREAS, the City Council adopted Resolution No. 810 on March 11, 1974 establishing the Personnel Rules of the City of Marysville; and, the City Council has adopted numerous amending resolutions to the Personnel Rules since March 11, 1974;

WHEREAS, the Personnel Rules attached hereto as Exhibit A, have been reviewed for compliance with local, state and federal laws and regulations; and

WHEREAS, the Personnel Rules attached hereto as Exhibit A, were updated and reformatted to reflect current city policies and practices, to reflect current state and federal laws and regulations, and improve readability;

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE AS FOLLOWS:

1. All provisions set forth in Resolution No. 810 and any subsequent amendments to the Personnel Rules of the City of Marysville pertaining to city employees are hereby repealed for the reason that they are replaced by this resolution and attached policies.
2. That the Personnel Rules of the City of Marysville attached hereto as Exhibit A, are hereby adopted and approved in all respects.

PASSED by the City Council and APROVED by the Mayor the \_\_\_\_\_ day of May, 2009.

CITY OF MARYSVILLE

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

# PERSONNEL POLICIES



Revised: Spring 2009

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# GENERAL PROVISIONS

## PURPOSE

These rules establish personnel policies for conducting human resources programs and activities throughout City government to enable employees to provide efficient service to the public.

## SCOPE

Where these policies conflict with collective bargaining agreements, civil service rules, or other state or federal laws or regulations, the provisions of the labor contract, civil service rules, or state or federal laws shall govern. In all other cases, these policies shall apply.

## MANAGEMENT RIGHTS

Nothing in these policies affects or abrogates the inherent exclusive rights of the City in matters of general legislative or managerial policy, including exclusive rights to make the following decisions or take the following actions.

- Determine the mission of City departments, commissions, and boards.
- Set standards for public service.
- Determine procedures and standards of selection for employment, promotion, and dismissal.
- Direct and supervise all City employees.
- Decide and implement disciplinary actions.
- Relieve employees from duty due to lack of work.
- Terminate employees at will.
- Maintain the efficiency of governmental operations.
- Determine the methods, means, and personnel by which government operations are conducted.
- Exercise complete control and discretion over the City's organization and the technology of performing its work.
- Take all necessary actions to carry out its mission in emergencies.

This handbook of personnel policies is intended to provide general guidance only, it is not a contract or promise of specific treatment in specific situations, and it does not create any binding

obligations upon the City. The City reserves the right to alter, amend, or modify these guidelines in its sole discretion. Amendment to these policies shall be by resolution of the City Council.

The Chief Administrative Officer (CAO), with the approval of the Mayor, may vary or modify the strict application of these policies in cases in which their strict application would result in practical difficulties or unnecessary hardships. Such variances shall not be construed as setting a precedent for other cases.

## **ADMINISTRATIVE PROCEDURES**

The CAO or designee, with the approval of the Mayor, will establish administrative procedures to implement or enforce these personnel policies. These administrative procedures may be adopted, amended, or rescinded at any time. They shall be circulated to all department directors and the City Council prior to their effective date and placed on record in the office of the City Clerk, together with these policies.

## **MANAGEMENT-EMPLOYEE COMMUNICATIONS**

The Mayor, as the chief executive officer of the City, and the CAO, as the Mayor's assistant, shall strive to maintain open communications with all City employees and shall have unrestricted access to employee records.

The City Council, as the legislative body of the City, should not initiate or accept communications with City employees on personnel matters without informing the Mayor or CAO.

## **APPOINTING AUTHORITY**

The Mayor has the power to appoint and remove all City employees. The Mayor may delegate such authority, in whole or part, to the CAO or department directors.

## **GENDER**

Whenever words denoting the masculine or feminine gender are used in this document, they are intended to apply equally to both genders.

## **EXISTING LEAVE BENEFITS**

All accrued leave time that has been earned by City employees as of the date of adoption of these policies by the City Council shall continue in full force and effect for such employees.

# EMPLOYMENT PRACTICES

## EQUAL EMPLOYMENT OPPORTUNITY

The City provides equal employment opportunities to all employees and applicants for employment without regard to race; color; religion; gender; sexual orientation; age; marital status; national origin; the presence of any physical, mental, or sensory impairment, whether temporary or permanent, that exists or is perceived to exist; honorably discharged veteran or military status; genetic information; or on any other basis that violates applicable federal, state, and local laws. This policy applies to terms and conditions of employment including, but not limited to, hiring, placement, transfer, promotion, termination, layoff, recall, leaves of absence, compensation, and training.

## EMPLOYMENT AT WILL

Employment at the City of Marysville is on an “at-will” basis. The statements of policy contained in this handbook are not a contract nor are they to be interpreted as a promise of employment. Employment may be discontinued at any time by the City or by the employee, with or without cause, subject to applicable labor contracts or civil service rules, and applicable federal, state, and local laws.

## EMPLOYMENT RECORDS

Employees’ personnel files are maintained in the Human Resources office and are confidential. These files are maintained in accordance with federal and state laws and guidelines and to ensure confidentiality to the extent allowed by law. Employees may have access to review their own personnel files annually during regular business hours, except as waived by the CAO, in the Human Resources office. Employees may add statements to their files, but may not alter, amend, or remove any documents contained in the files. Personnel files may not be removed from the Human Resources office.

The City complies with the Washington State Public Records Act, valid court orders, and government requests that direct the City to provide information from personnel records to outside representatives. Representatives of government or law enforcement agencies, during the course of their business, may be allowed access to employment records information. This decision will be made at the discretion of the Assistant Human Resources Director, who may consult with the City Attorney, in response to the request, legal subpoena, or court order.

Requests for references on all employees, both past and present, must be directed to the Human Resources office. Without employees’ written authorization, generally only the following information will be verified to banks, credit agencies, mortgage companies, or

prospective employers: dates of employment, job titles, and employment status (regular, part-time etc.).

Managers and supervisors may request access to personnel file information for employees under their supervision and when considering the hire of a former employee or transfer of a current employee.

Medical information about employees is maintained in the Human Resources office in a separate, confidential medical file, as required by law. Human Resources staff will provide this information to supervisors and managers only on a “need to know” basis for the limited purposes of identifying necessary medical restrictions on employees’ work or duties or determining necessary accommodations for employees’ disabilities.

## **EMPLOYMENT OF RELATIVES**

The City is an equal opportunity employer and does not discriminate due to marital status. The employment of relatives is handled on a case-by-case basis and will be left to the discretion of the Mayor and CAO.

All employees will be treated fairly and equitably in all employment decisions, and it is important to avoid even the appearance of potential inequity in employment actions. For this reason, the following employment guidelines apply to employees who are related to each other or share an intimate relationship.

- Under no circumstances may one employee audit or evaluate the work of the other related employee or oversee such audits or evaluations.
- One employee should not have the authority or practical power to supervise, appoint, remove, or discipline the other related employee.
- The related employees should not be assigned duties which would place them in a situation of actual or reasonably foreseeable conflict between the City’s interests and their own.

When a relationship between employees occurs during employment, the two employees may remain in their positions provided they are not in conflict with the restrictions stated above. If the new relationship places the employees in potential conflict with the above restrictions, the City will try to arrange a transfer or change in position for one of the employees; if this is not possible, one employee must separate from employment with the City. The decision to transfer, change position, or terminate may be made in consultation and with the agreement of the involved related employees; however, the Mayor or designee retains the right to determine the employment actions that are in the best interests of the City.

# EMPLOYMENT ACTIONS

## EMPLOYEE RECRUITMENT

The Human Resources office, with the assistance of affected departments, may prepare job announcements to fill vacant positions. When regular full- or part-time positions become vacant, current City employees may be given first consideration for filling vacancies, unless non-City employee applicants have substantially better qualifications and abilities. Job announcements should be posted at City offices for the benefit of City employees for a period of five working days. Job announcements, however, will be given such publicity as is appropriate to reach prospective, well-qualified applicants. All job announcements and related material shall explicitly state that the City of Marysville is an equal opportunity employer.

## APPLICANT SCREENING

Job applicants must submit a completed City job application form to be considered for appointment to a vacant position, unless this requirement is waived by the CAO. The City's job application form solicits applicant job-related data about job-related training, experience, and references.

Applications will be screened by the Human Resources staff. Applicants may be disqualified for employment consideration based on factors including, but not limited to, the following:

- Applicant cannot establish his or her United States citizenship or authorization to be employed in the United States on a full-time basis, as required by law.
- Applicant does not possess the qualifications for the job.
- Applicant is not physically or mentally fit to perform the essential functions of the job, with or without reasonable accommodations.
- Applicant has demonstrated an unsatisfactory employment record as evidenced by the results of a reference check.
- Applicant has made false statements of any material facts or practiced deception in his or her application.

Only those applicants who appear to possess the minimum qualifications required may be considered for further testing and potential employment. In cases where there are a substantial number of applications, the Human Resources staff will provide the hiring department with an appropriate number of best qualified applicants.

## EXAMINATIONS

All appointments of City employees shall be made on the basis of ability, training and/or experience of the appointees to perform the essential functions of the job. Applicants' job qualifications will be assessed by careful and impartial evaluation of specific job-related criteria, designed to measure their ability to perform the essential functions of the job, with or without reasonable accommodations.

Examinations may be used to evaluate applicants' qualifications. Examinations shall consist of material that tests the capacity and fitness of applicants to effectively perform the essential duties, with or without reasonable accommodations, of the specific positions for which they are applying. Examinations may be written, computerized, oral, a measurement of physical fitness, practical, or any combination. There may be a fee assessed to cover the costs of testing.

## EMPLOYMENT STATUS

Employees' positions are categorized in several ways—type of appointment, work schedule, and eligibility for overtime compensation—which affect compensation and eligibility for a variety of benefits. Following is a brief description of employment categories.

### *Type of Appointment*

- ***Regular:*** Employment is for an indefinite period of time. Employees may be eligible for all employment benefits offered by the City. Employees have successfully completed their orientation period.
- ***Temporary :*** Employment is for a specified, limited time period or an indefinite period of time. The number of hours a temporary employee may work annually may be subject to applicable collective bargaining agreements. Employees are eligible for only those employment benefits that are legally required.

Temporary appointments shall be made by the appointing authority only for the following reasons:

- As a substitution for a regular employee who is absent from his or her position.
  - When recruitment difficulties make it impossible to make a regular appointment to a position.
  - When budget appropriations provide only for temporary employment.
  - During a state of emergency.
- ***Casual:*** Employment is for a specified, limited period (seasonal position). The number of hours casual employees may work annually is subject to applicable collective bargaining agreements. Employees are eligible for only those employment benefits that are legally required.

### **Work Schedule**

- Full-time: Employees regularly work 40 hours per week. Employees may be eligible for all employment benefits offered by the City.
- Part-time: Employees regularly work at least 20 hours per week. Unless otherwise stated, employees may be eligible for employment benefits on a prorated basis, depending on usual number of hours worked per week.

### **Eligibility for Overtime Compensation**

- Nonexempt: Employees are in a position classified as nonexempt under the Fair Labor Standards Act (FLSA). Employees must receive overtime compensation or compensatory time off at the rate of 1½ times the hourly wage rate for hours worked in excess of 40 in one workweek. Nonexempt employees may be paid either on an hourly or salary basis.
- Exempt: Employees classified as exempt from the overtime provisions of the FLSA. These employees are not entitled to overtime pay or compensatory time off.

All appointments of City employees shall be made by the Mayor or designee.

Employment at the City of Marysville is on an “at-will” basis. The statements of policy contained in these rules are not a contract nor are they to be interpreted as a promise of employment. Subject to any applicable labor contract, civil service rules, or federal, state, or local laws, employment may be discontinued at any time by the City or by the employee, with or without cause.

## **ORIENTATION PERIOD**

Most newly-hired employees and former City employees serve an orientation period for six months. These employees should receive performance evaluations at the end of three working months and again toward the end of the six-month period. Employees’ department directors will recommend to the CAO that employees have successfully completed the orientation period, recommend an extension of the orientation period, or recommend dismissal; the orientation period may be extended for one additional six-month period.

Employees who are promoted or transferred to another position serve an orientation period of four months and may be demoted at any time during the orientation period without appeal. In this case, employees are returned to the position from which they were promoted or transferred, even though this may necessitate the layoff of another employee occupying this position.

Commissioned employees of the Police Department serve a probationary period at time of hire and when promoted as specified in the Civil Service Rules.

Employees will be notified when they have successfully completed their orientation periods and become regular status employees.

## **TRANSFER**

The CAO may transfer employee to other positions, upon recommendation of department directors or employees' requests, to meet the needs of the City. Employees may not transfer to positions for which they do not possess the qualifications to perform the essential functions of the job, with or without reasonable accommodations. Transfers shall not be used to circumvent policies regarding promotions, demotions, or terminations.

See the *Orientation Period* policy regarding the orientation period following transfers and the potential for employees to return to their former positions. See *Pay Plan* policy for transfer compensation practices.

## **PROMOTION**

Employees may be promoted into vacant positions when there is a significant change in job duties and/or an increase in job responsibilities. Promotions will not be made to circumvent compensation policies and practices or solely to increase an employee's compensation.

Vacancies in positions above entry level shall be filled by a promotion whenever, in the judgment of the CAO, it is in the best interests of the City to do so. Promotions shall be made on a competitive basis, except where the CAO finds that the number of persons qualified for the promotion is insufficient. Promotions shall give appropriate consideration to the applicant's qualifications, record of performance, seniority, and employment tenure.

See the *Orientation Period* policy regarding the orientation period following promotions and the potential for employees to return to their former positions. See *Pay Plan* policy for promotion compensation practices.

## **RECLASSIFICATION**

Positions may be considered for reclassification to a different job class when the job duties or responsibilities have significantly changed. Reclassifications will not be made to circumvent compensation policies and practices or solely to increase an employee's compensation.

Department directors submit written requests for job analyses to the Assistant Human Resources Director who performs a job analysis and submits his or her recommendation to the CAO. Upon approval by the CAO, the recommendation is sent to the City Council for its consideration and action. Reclassification of civil service personnel shall first be approved by the Civil Service Commission.

See *Pay Plan* policy for reclassification compensation practices.

## **DEMOTION**

The Chief Administrative Officer may demote employees when they have been promoted to a position for which the responsibilities are beyond employees' capabilities. Demotions shall occur only after a thorough evaluation by department directors and the CAO and after adequate written warning. Employees shall not be demoted to a position for which they do not possess the qualifications to perform the essential functions of the job, with or without reasonable accommodations.

Demotions may be authorized by the CAO for an employee who requests it or to prevent a layoff. Demotions to prevent layoffs may be reversed when employees' previous positions are reinstated or reopened.

## **DISCIPLINE**

Violations of City policies are taken seriously; employees who violate policies or procedures stated in this handbook, in civil service rules, and collective bargaining agreements, as applicable, are subject to disciplinary action. The principles of progressive discipline are generally applicable; however, the City reserves the right to take whatever action it deems appropriate, which may include immediate termination. The degree of discipline administered generally depends on the severity of the infraction and will comply with applicable labor contracts, civil service rules, and federal, state, or local laws.

The following are some examples of conduct that may lead to discipline or discharge. This list is not all-inclusive; other behavior may also be grounds for discipline or discharge.

- Failure or refusal to perform the essential functions of the position assigned, with or without reasonable accommodations.
- Insubordination, generally defined as disrespectful conduct toward a supervisor or failure to follow a supervisor's instructions. This may include other misconduct, such as making threats, using coercion or physical violence or abusive language, or making malicious statements.
- Refusal to work overtime or standby, as determined by the supervisor.
- Inability of employees in supervisory positions to effectively plan, organize, and direct the work of subordinate employees.
- Inability of employees in executive positions requiring initiative and independent judgment to perform effectively, except under excessive supervision by the CAO.
- Habitual failure to maintain a satisfactory working relationship with other employees or the public.
- Theft, fraud, or sabotage against another employee, customer, or the City.

- Theft, destruction, or gross negligence that results in damage or loss to City equipment, time, or property.
- Unauthorized use of City equipment and/or supplies.
- Deliberate or repeated discourtesy to the public.
- Conviction of a felony or any misdemeanor which relates to the employee's scope of duties. An employee may be placed on suspension by the CAO pending outcome of a criminal charge if circumstances warrant.
- Any act or conduct detrimental to the good of the City or its services and any other offense against the public interest.

The City is an at-will employer. Employees have the right to leave employment at any time, and the City has the right to terminate employment at any time, with or without cause, subject to applicable labor contract, civil service rules, or federal, state or local laws.

## **PREDISCIPLINARY HEARING**

The CAO may provide and arrange for a predisciplinary hearing prior to demotion, suspension, or discharge of employees. The following rules shall govern the conduct of such hearings.

- If a predisciplinary hearing is scheduled, the CAO shall provide the employee with written notice of the cause for discipline and a summary of the City's evidence relating to the same. This notice shall advise the employee of his or her right to a predisciplinary hearing. In extraordinary circumstances, the CAO may suspend an employee, with pay, pending the scheduling of such a hearing.
- At the employee's reasonable request, he or she may have legal counsel or union representation at the predisciplinary hearing. This hearing shall be held before the Mayor or designee. The hearing shall be informal. The employee or his or her representative shall be given an opportunity to respond to all charges, orally or in writing.
- The City's explanation of the evidence at the predisciplinary hearing shall be sufficient to inform the employee of the basis for the proposed action. This rule, however, shall not limit the City at a subsequent hearing from presenting more detailed and complete evidence, including presentation of witnesses and documents not available at the predisciplinary hearing.
- After the predisciplinary hearing, if the Mayor determines that discipline is appropriate, written notice of it shall be given to the employee. Such notice shall include the charge against the employee and a general statement of the evidence supporting the charges.

## **SUSPENSION**

The Chief Administrative Officer may suspend employees from their positions without pay at any time with or without cause. Suspensions shall not be for a period longer than 30 calendar days. Employees do not accrue seniority, paid leave, or other employee benefits during the suspension period. Suspensions of exempt employees must be in full week increments, except that suspensions for violations of major safety rules may be in one-day increments.

The CAO shall provide employees with written notice of all facts leading to the reason for their suspensions. This notice will become part of an employees' personnel files.

## **DISCHARGE**

The Chief Administrative Officer may discharge any employee with or without just cause, subject to applicable labor contracts, civil service rules, and federal, state and local laws.

## **LAYOFF**

Layoffs may result from lack of work or budgetary restrictions, among other reasons. Employees to be laid off shall be given 14 days notice, except in cases of emergency, before layoffs occur. Regular employees shall not be laid off while another person in the same classification is employed on a temporary or casual basis or is still in an orientation period in a position for which regular employees are qualified.

## **RESIGNATION**

The City's at-will employment relationship does not require advance notice of resignations or terminations; however, employees are encouraged to submit written resignations to their department directors at least two weeks prior to the effective date of resignation.

Department directors shall send resignation notifications to the CAO as soon as possible. Failure to provide the requested notice may result in forfeiture of accrued vacation leave; however, department directors may waive the two week notice requirement.

## **RETIREMENT**

All regular full- and part-time City employees belong to a Washington State-sponsored retirement plan. Some employees working in temporary or casual positions may belong to a Washington State-sponsored retirement plan; the State establishes eligibility rules and plan requirements. Employees and the City both contribute a percentage of employees' wages into the retirement system plans monthly.

# COMPENSATION

## CLASSIFICATION PLAN

In the City's job classification system, all positions are assigned to a "class" with other positions requiring a similar level of knowledge, skills, abilities, responsibilities, and accountability. The City has analyzed and evaluated the duties and responsibilities of all job positions, and a job classification plan has been adopted by the City Council. The Assistant Human Resources Director shall periodically review the classification plan and make recommendations for change to the CAO who, upon approval, will submit the plan to the City Council for its approval. The City Council makes final decisions about placement of positions within the classification plan.

## PAY PLAN

As part of the classification program, a compensation plan has been established which includes all salaried positions. Each job class is assigned to a salary range, which after job analysis and market considerations reflects appropriate compensation for those positions. The plan consists of salary ranges with set salary steps based on job tenure, which are separated by a fixed percentage.

Typically, salaries for newly hired or promoted employees will be set at the bottom step in the salary range for their positions, except that the appointing authority may set salaries for employees hired with special experience or qualifications, or under special circumstances, at any step within the salary range for their position.

Employees are eligible to advance from one salary step to the next per their job tenure. Step increases may be denied, however, upon the recommendation of department directors and approval of the CAO, provided that employees receive advance written notice outlining the reasons. Employees are eligible for merit increases to the top step of salary ranges after one additional year of service at the recommendation of their department directors. Merit increases shall not be automatic.

The salary ranges for department director positions have base and maximum salaries--there are no fixed wage steps—and each department director's salary is set within the applicable range. Salary increases for department directors shall range from 0% - 6%, based on their abilities to meet projected goals, performance standards, and overall department operations.

All employees shall be assigned to the salary range for their job classifications. Employees promoted or reclassified to new positions having higher pay ranges shall receive a salary increase of at least 2.5% or the lowest step in the new position classification, whichever is greater, except as otherwise approved by the CAO in extraordinary circumstances. Employees reclassified to new positions having lower pay ranges shall have their new compensation set within the pay range of the new position.

Employees assigned, in writing, to work in a temporary capacity in a higher classification shall receive appropriate compensation as determined by the CAO.

Employees shall not receive any additional compensation or fringe benefits due to employment tenure with the City except as specifically provided in these policies or in the duly-adopted pay plan of the City.

The City Council allocates funds in the annual budget for employee compensation, and all compensation actions must comply with the budget.

## **OVERTIME COMPENSATION**

The federal Fair Labor Standards Act mandates compensation for overtime work for nonexempt employees and prohibits it for exempt employees. Nonexempt employees must receive either overtime pay or compensatory time off at a rate of 1 ½ times their regular rate of pay for time worked in excess of 40 hours per workweek, unless otherwise granted more expansive compensation for overtime in a collective bargaining agreement. The City may not compel use of compensatory time off in lieu of monetary compensation for overtime worked.

Before overtime is worked, employees must have verbal approval from their department directors or designee. Approved vacation leave, compensatory time off, and holidays are counted as time worked for the purposes of computing overtime worked. All other absences, including sick leave, are not counted as time worked for the purposes of computing overtime, except as approved by the CAO in extraordinary circumstances.

## **COMPENSATORY TIME**

Nonexempt employees may request compensatory time off at the rate of 1½ times the actual time worked as overtime hours, in lieu of monetary compensation. Compensatory time will not accrue until a minimum of one-half hour has been earned.

Employees' supervisors have the discretion to approve use of compensatory time off. Compensatory time off shall be scheduled as soon as possible after accrual to meet the needs of employees and the City. Compensatory time off may be used to extend vacation periods or on its own; in either case, it may be used for up to four days or four shifts at one time. The City reserves the right to compel use of accrued compensatory time.

Accrued compensatory time shall not exceed 80 hours in a calendar year; no more than 40 hours of compensatory time shall be carried over into the next calendar year. All amounts in excess of 80 hours will be paid out as overtime as they occur. All hours over the 40-hour limit on December 31<sup>st</sup> will be paid out on the last pay check for December.

Exempt employees are not eligible for compensatory time off.

## **PAYROLL DEDUCTIONS**

Some regular deductions from employees' earnings are required by law; other deductions are voluntary and must be specifically authorized by employees. The City will withhold from employees' paychecks those deductions required or permitted by law and voluntary deductions authorized by employees, an applicable union contract, or statute. Voluntary deductions must be requested in writing by employees to the Human Resources office.

## **EXEMPT EMPLOYEES**

Federal and state regulations require exempt employees to be paid on a salary basis. Exempt employees are not eligible for overtime; they are expected to work as many hours as required to perform the duties of the position.

Generally after accrued paid leave is used, exempt employees' salaries may be reduced only for full day absences for personal reasons, illness, or injury. Deductions for unpaid family and medical leave (per the Family and Medical Leave Act), however, may be made in partial-day increments. Also, exempt employees may be paid for partial workweeks in the first and last weeks of their employment with the City.

Exempt employees continue to receive their full salary during workweeks that they are on jury duty, serving as a court witness, or on temporary military leave, beyond that which is expressly provided for in these policies, as long as they work during part of every workweek. Employees do not need to be at the work site to perform work; responding to phone or email messages is considered work.

Unpaid disciplinary suspensions for exempt employees must be in increments of a week, except for violations of safety rules of major significance, which may be in one day increments.

# HOURS OF WORK

## WORKWEEK AND TIMESHEETS

The typical workweek for City employees is 8:00 a.m.-5:00 p.m., Monday through Friday, with a one hour meal period during which employees are completely relieved of all duties; this is a 40-hour workweek. The typical full week is Monday through Sunday. Due to the nature of their work and the needs of the City, some departments may have different schedules or workweeks, as determined by the CAO. Normal workweeks may be modified by the CAO in response to budget requirements or emergency conditions. The City will consider requests for alternative work schedules on an individual basis.

Employees shall not begin work before their normal starting time or work after their normal ending time without the prior approval of their supervisor, nor shall they work overtime hours without verbal approval from their department directors or designees.

Overtime compensation begins when an employee works in excess of 40 hours in one workweek. Approved vacation leave, compensatory time off, and holidays are counted as time worked for the purposes of computing overtime. All other absences, including sick leave, are not counted as time worked for the purposes of computing overtime, except as approved by the CAO for extraordinary circumstances.

Official payroll records, including timesheets, are kept by the Finance Department. Employees must accurately report all hours worked and leaves taken on specified payroll forms. Falsifying payroll records, such as underreporting of leave time or overreporting of working time, is prohibited; failure to accurately complete payroll forms is grounds for disciplinary action.

Department directors shall turn in signed timesheets for all employees within their departments, recording hours worked, leaves taken, and overtime hours worked for each payroll period. Earned or accrued compensatory time shall be documented on City forms, including the date, number of hours, and the activity for which compensatory time is being claimed. The Mayor or designee shall sign timesheets for department directors.

## ATTENDANCE AND PUNCTUALITY

Attendance is essential to the performance of an employee's job. Absences lower production levels, decrease efficiency, and may reduce the quality of customer service. Employees are expected to report for work at their scheduled times and be ready to work.

Employees must receive prior approval from their supervisors to take all leaves authorized in these personnel policies. When employees know they will be late to or absent from work for an unscheduled leave, they must contact their supervisors prior to the start of their shift to enable

supervisors to make necessary arrangements to continue employees' functions during their absences. Failure to report to work on time and to work the full hours scheduled costs the City money in decreased productivity and potentially increased staffing. Failing to notify supervisors in a timely manner regarding an unscheduled absence, or arriving late and leaving early at any point in the work shift, are considered unauthorized absences and may result in disciplinary action.

## **REST BREAKS AND MEAL PERIODS**

City employees are entitled to a 15-minute break on the employer's time for every four hours worked. Office personnel should take their breaks in designated areas. Field employees should take their breaks on the job site or station premises. With the approval of department directors, work breaks may be taken in places other than designated areas. Misuse of work breaks may be cause for disciplinary action.

Employees working more than five hours in a day must take an unpaid meal period of at least 30 minutes, which shall be scheduled by department directors. Meal period times may vary depending upon department workload, but they must occur not less than two hours nor more than five hours from the beginning of the employee's shift. Meal periods shall be on the employer's time when the employee is required by the employer to remain on duty on the premises or at a prescribed work station site in the interest of the employer.

## **INCLEMENT WEATHER**

During inclement weather, the CAO will decide whether or not to close City offices. If the offices are open but employees are unable to travel to the office, they must contact their supervisors. For nonexempt employees, this absence will be treated as vacation time or unpaid time off, at employees' discretion, unless they are able to work at a remote location, as approved by their supervisors. If the office is closed, this time will be counted as vacation time or unpaid time off, at employees' discretion, unless they choose to work at a remote location, as approved by their supervisors.

## **ALTERNATIVE WORK SCHEDULE**

Regular full-time employees are eligible to apply for alternative work schedules. Alternative work schedules may be approved if they will not materially interfere with the City's regular business operations and will not compromise the City's existing service to citizens.

Department directors and the Assistant Human Resources Director will recommend action on employees' requests, and the CAO has the sole discretion to approve alternative work schedules based on objective review of the individual circumstances and the demands of the position and needs of the department and City. Employees who have documented performance problems or employees in their orientation periods may be denied their request for an alternative work schedule based on individual circumstances.

Approved alternative work schedules will be implemented for a trial period not to exceed six months. After three months working an alternative work schedule, the department director and Assistant Human Resources Director will reevaluate the situation and recommend its continuance or discontinuance to the CAO. Alternative work schedules can be discontinued at any time, with or without cause.

There are a variety of possible alternative work schedules. Three of the most common are the following:

- 4/40: Employees work four days per week for ten hours per day. Any change in day off must be preapproved and will be a change in employees' regular work schedules.
- 9/80: Employees work 80 hours over a two week period of nine working days. For example: Employees work four days of nine hours per day and one day of eight hours the first week, and the second week, they work four days of nine hours per day. This results in one extra (in addition to regular nonworking days, such as weekends) day off every two weeks.
- Flexible hours: Core hours, those hours that must be part of a regular work schedule, are established, and employees have flexibility to alter the start and end of their regular workday. For example, for an 8-hour day (plus a 1-hour lunch break), if core hours are set at 10 a.m.-4 p.m., the employee could work from 7 a.m.-4 p.m., 9 a.m.-6 p.m., or a similar schedule.

Alternative work schedules must be predesignated and are not flexible. Employees' workweeks, as defined by the Fair Labor Standards Act, are a fixed and regular recurring period of 168 hours—seven consecutive 24-hour periods. The workweek can begin on any day of the week and at any hour of the day. Once the beginning time of a workweek is established, however, it must remain fixed regardless of the schedule of hours worked by employees. The beginning of the workweek may be changed if changes are intended to be permanent and are not designed to evade overtime requirements of the FLSA.

Changes in alternative work schedules must be preapproved by department directors, Assistant Human Resources Director, and CAO and will be a change in employees' regular work schedules.

During weeks in which paid holiday leave occurs, employees on alternative work schedules have two choices. They may either revert to a regular 5 days/40 hours schedule (employees working a 9 days/80 hours schedule will need to revert for two weeks) or they may use accrued vacation or compensatory leave time to make up any difference in the number of regularly scheduled work hours since a holiday is always considered to be eight hours.

Sick leave and vacation leave will continue to accrue at the regular rate. When employees use a full workday of sick or vacation leave, the time charged will be equivalent to the number of

hours they were scheduled to work that day. This accounts for actual time absent for regularly scheduled work hours.

Rest breaks and meal periods must be taken per the City's *Rest Breaks and Meal Periods* policy.

Employees interested in applying for an alternative work schedule should contact the Human Resources office to obtain the appropriate form.

# EVALUATION, TRAINING, AND DEVELOPMENT

## EMPLOYEE DEVELOPMENT

The City of Marysville encourages professional development of employees to their fullest potential. The CAO or designee and department directors will establish in-service training programs designed to improve the effectiveness and knowledge of employees in performing their assigned duties. They shall establish training expenditures, maintain records of achievement, and evaluate methods and results of all department-sponsored training.

City-sponsored training required to increase the knowledge, skills, and abilities of employees to perform their jobs shall be arranged during regularly-scheduled work hours whenever possible. Department directors may change employees' regular working hours to accommodate or require attendance at training activities during off-duty hours.

## PERFORMANCE EVALUATION

The employee performance evaluation program is designed to provide supervisors and employees an annual opportunity to sit down and discuss employees' accomplishments and positive contributions, as well as identify things they would like to improve, change, or learn. The employee performance evaluation form is both a progress report and statement of mutually agreed-upon goals and action plan to attain the goals; this becomes part of employees' personnel files.

The purpose of performance evaluation is for supervisors and employees to focus on job performance, not the personality of the individual. Supervisors should be aware of employees' job performance throughout the evaluation period and discuss and address performance issues as they arise. Supervisors should not save these concerns to "unload" on employees during the evaluation session.

Supervisors and employees will thoroughly discuss each job evaluation element; employees will provide their input first, followed by the supervisors' input, and discussion between them should be specific and realistic. Mutually agreed-upon goal statements, aimed to enhance the effectiveness and efficiency of the work being performed, is required as part of the performance evaluation. Supervisors complete evaluation forms, both parties sign the document, employees' receive copies of it, and it becomes part of employees' personnel files.

Performance evaluations are not scored, and there is no pass or fail mark. Performance evaluations, however, will be considered in promotions, transfers, merit raises, disciplinary actions, and other personnel actions.

Evaluation sessions should occur in January, or annually in the employee's anniversary month, as determined by department directors. Newly-hired employees should receive a three-month evaluation as well as a six-month evaluation.

## **TUITION REIMBURSEMENT**

The City of Marysville recognizes that additional training and education will improve employees' knowledge and skills, which maintains and improves the quality of service to the public. The tuition reimbursement program provides financial assistance for eligible City employees seeking job-related education and training through a regionally accredited education institution, including colleges, universities, and vocational training institutions.

Regular full- and part-time employees who have completed their orientation periods may be eligible for tuition reimbursement. During the annual budget process, the City will determine the level of tuition reimbursement for college level coursework. Tuition payments will be made only with funds budgeted for such purpose by departments. If there are insufficient funds to fund all requests, applications for reimbursement will be considered based on the needs of the City. All tuition reimbursement requests must be preapproved by department directors and the CAO; situations with extenuating circumstances may be approved by the CAO on a case-by-case basis.

Employees seeking tuition reimbursement must apply to department directors at least 60 days before the funds are needed. Employees are responsible for ensuring that tuition has been properly paid to the educational institution.

Tuition reimbursement requests that meet the following criteria may be approved.

- The education or training is related employees' current positions or to a field which is within a reasonable line of professional progression for employees within the City.
- Paid time cannot be used to participate in education or training under this program, as distinct from mandatory education or training requirements.
- Payment will be made for actual tuition costs only; no City funds will be paid for books, lab fees, or other costs associated with the education or training.
- Reimbursement will be based upon actual cost as verifiable by receipt.
- Employees must not be receiving tuition reimbursement from other sources.
- Courses must be taken at times that will not interfere with the employees' regular duties and responsibilities with the City, and study assignments must be completed outside employees' working hours.
- Employee must receive a grade of "C" or better, or a grade of "passing" in a pass/fail class, within three weeks of completing the course.

Tuition reimbursement payments are loans that must be repaid to the City by employees who separate from employment with the City for any reason other than layoff or permanent disability resulting from an on-the-job injury prior to 24 months after completion of the reimbursed education or training. Employees are required to agree, in writing, to repay reimbursement payments in such circumstances, as a condition of receiving tuition reimbursement.

## **PARTICIPATION IN COMMUNITY CLUBS AND SERVICE ORGANIZATIONS**

It is in the public's interest to have City employees actively and visibly participating in clubs and organizations dedicated to public service within the greater Marysville community. All City employees are encouraged to join such clubs and organizations. Attendance at meetings and functions of such clubs and organizations may be allowed during working hours, with prior approval from the CAO. The City may pay for some membership costs and expenses.

# HEALTH AND WELFARE BENEFITS

## OVERVIEW OF HEALTH AND WELFARE BENEFITS

The City of Marysville offers various health and welfare benefits for its regular full- and part-time employees. Many benefits are prorated for part-time employees and/or they are required to share more of the cost. There may be other benefits provided that are required by state or federal statute, including workers' compensation and unemployment compensation, which are not described below; these benefits may be provided to temporary employees as well as regular employees. Contact the Human Resources staff for information about these benefits.

Benefits available to eligible employees may include health insurance, retirement plan, deferred compensation, employee assistance program, flexible spending accounts, and optional employee-paid supplemental insurance. Many of these benefits are provided at the City's discretion, and the City reserves the right to make changes to or discontinue them at any time. Detailed plan documents describing these benefits are distributed to employees at orientation, when plans change, in response to employees' questions, and as otherwise required by law.

Employees are responsible for notifying the Human Resources office of status changes that might affect their eligibility for benefits, or that of their spouse or dependents, including births, adoptions, marriages, legal separations, divorces, and dependents' 19<sup>th</sup> birthdays.

Some insurance and retirement plans require employees to designate a beneficiary(ies) for employees' death benefits. This designation must be made in writing in a form acceptable to the insurance company or retirement plan. Employees are responsible for maintaining the proper beneficiary designation and notifying, in writing, the Human Resources office of any changes in status affecting eligibility or designations.

Following is a summary of some of these health and welfare benefits. This is only an overview of the plans; contact the Human Resources staff for detailed information. Official benefits plans' documents take precedence over all other sources of information, written or verbal.

### ***Health Insurance***

Regular full-time employees may have a choice of health insurance plans offered; typically, health insurance includes medical, dental, and vision coverage. There may be an annual open enrollment period when a different health insurance plan may be selected or a spouse or dependents may be added to employees' health insurance coverage. If an employee's spouse and/or dependents have medical insurance coverage through another employer's insurance plan, the employee may be eligible for the City's dual coverage medical insurance incentive program.

Regular part-time employees may be eligible for medical and dental coverage; however, they are not eligible for vision coverage. Their spouses and dependents are not eligible for health insurance coverage.

### ***Retirement Plan***

Regular full- and part-time employees participate in a Washington State-sponsored retirement plan; part-time employees receive prorated service credit based on usual hours worked. Casual and temporary employees are typically ineligible to participate in Washington State retirement plans unless they meet the eligibility requirements of the plans.

### ***Deferred Compensation Plans***

The City may offer a choice of deferred compensation plans. Employees may enroll in a plan at any time during the year, and change their monthly contributions per plan regulations.

### ***Employee Assistance Program***

The employee assistance program provides short-term, confidential counseling specifically designed to assist employees and their families in handling personal and work-related problems. The City's program, provided by the Association of Washington Cities, makes seeking assistance very easy.

### ***Flexible Spending Accounts***

Employees may pay for qualified dependent care and/or medical expenses with pretax dollars through flexible spending accounts. Employees forfeit any unused balance in the flexible spending account at the end of the plan year.

### ***Consolidated Omnibus Budget Reconciliation Act (COBRA)***

COBRA provides certain former employees, retirees, spouses, former spouses, and dependent children the right to temporary continuation of health insurance coverage at group rates. This coverage is only available when it is lost due to a qualifying event, such as reduction in working hours, termination of employment, divorce, or death. Employees, spouses, and dependents covered by the City's health insurance plans will be notified, when applicable, of the opportunity to continue their health care coverage under COBRA.

### ***Other Insurance Benefits***

Employees may be able to purchase disability insurance through a vendor at group rates. They may also be able to purchase optional insurance plans such as life, accident, or cancer insurance.

Employees of the Police Department, excluding the Records Division, may be eligible for employer-paid long-term disability insurance.

## **DUAL COVERAGE MEDICAL INSURANCE INCENTIVE**

The City recognizes the need for innovative cost sharing between itself and its employees for medical insurance benefits. The dual coverage medical insurance incentive program is a voluntary incentive program in which employees remove spouses and dependents who have health insurance coverage under another employer's group policy from the City's medical insurance plan.

Under this program, the medical insurance premium that the City would have paid on the employee's behalf for the eligible dependents will be split between the City and the employee. The City benefits from a 50% cost savings. The employee receives the other 50% cost savings in his or her paycheck as taxable wages. The incentive amount is capped at one spouse and two children. When both husband and wife are regular City employees, only one spouse may receive the dual insurance coverage incentive benefit. All employees are required to retain their own health insurance coverage through the City's plans.

Employees may chose to remove dependents with dual coverage from the City's medical insurance plan at any time. Employees must sign a waiver certifying that removed dependents have other medical insurance coverage prior to removal from the City's insurance plan. This waiver includes acknowledgement that proof of continuous, comprehensive medical coverage is required to re-enroll eligible dependents in the City's medical insurance plan. Eligible dependents can be re-enrolled in the City's plan only during the annual open enrollment period, except that an otherwise eligible dependent who loses his or her non-City medical coverage during the year may re-enroll in the City's medical plan on the 1<sup>st</sup> day of the month following his or her loss of medical insurance coverage.

The dual insurance incentive benefit is limited to medical coverage only. Dental and vision coverage will remain in effect for all eligible employees and dependents.

The City of Marysville retains the right to revoke, modify, or cancel this policy at any time.

## **EMPLOYEE WELLNESS**

The City of Marysville recognizes that health of City employees directly affects their ability to provide high quality, efficient services to City residents. The employee wellness program is designed to provide information and activities to City employees and their family members to encourage health and safety in the work place. All City employees and family members who are eligible for City medical benefits may voluntarily participate in the employee wellness program.

A Wellness Committee, including employee representatives from different departments, labor unions, management, and the general employee population, oversees the wellness program and specifically performs the following duties.

- Serves as a liaison between the wellness program, the Safety Committee, the Employee Recognition and Appreciation Committee, City departments, and employees.
- Represents the wellness-related interests, needs, and opinions of employees.
- Assists in identifying and reducing potential program barriers and strengthening support for the wellness program.
- Assists in promoting the wellness program.

Wellness program activities may include a wide variety of health, educational, and fitness activities, such as those listed below.

- Behavior change programs, such as nutritional counseling and information, stress reduction, smoking cessation, weight management, relaxation, and self esteem.
- Motivational programs, such as interdepartmental and employee group challenges and tuition rebates for successful weight loss and smoking cessation.
- Informational and awareness programs such as flyers, paycheck stuffers, bulletin boards, brown bag lunch sessions, wellness seminars, workshops, and classes.

The wellness program is funded in the budget for the human resources programs, and all City expenditures for employee wellness activities must come from funds appropriated in the current budget. Some wellness activities may be offered to employees at the cost of the program, at a City-subsidized price, or free. Costs of certain programs may be covered by the City's medical plan, and the Wellness Committee may apply for grants provided by the Association of Washington Cities. Purchases and all other related accounting activities must comply with applicable City procedures for City-funded activities.

# EMPLOYEE LEAVES

Employees are not eligible to use paid leave time off until they successfully complete their initial orientation period as a new City employee, unless the CAO grants prearranged leave as a condition of their employment, or as otherwise specifically required by law or specifically allowed by City policies.

## HOLIDAYS

The following days are considered holidays for all regular full-time employees except for uniformed ranks of the Police Department. A holiday is considered eight (8) consecutive hours. Regular part-time employees receive holiday pay on a pro rata basis, based on their normal workweek schedule. Regular employees still in their orientation period receive holidays, too. Authorized holidays which occur during vacation are not charged against vacation time.

HOLIDAY	DATE OBSERVED
<i>New Year's Day</i>	January 1
<i>Martin Luther King's Birthday</i>	3 <sup>rd</sup> Monday of January
<i>President's Day</i>	3 <sup>rd</sup> Monday of February
<i>Memorial Day</i>	last Monday in May
<i>Independence Day</i>	July 4
<i>Labor Day</i>	1 <sup>st</sup> Monday in September
<i>Veteran's Day</i>	November 11
<i>Thanksgiving Day</i>	4 <sup>th</sup> Thursday in November
<i>Day after Thanksgiving</i>	day after Thanksgiving
<i>Christmas Day</i>	December 25
<i>Personal Holiday</i>	Eight hours are added to each regular full-time employee's vacation bank annually at the beginning of each calendar year, provided that the employee has been continuously employed by the City for six months.

If a holiday falls on a Saturday, it shall be observed on the preceding Friday; if a holiday falls on a Sunday, it shall be observed on the following Monday. An employee must work the day preceding and the day following a holiday or holiday weekend to receive holiday pay, unless the employee is on authorized sick leave, vacation time, or compensatory time off; sick leave for said days will not be approved without certification from a bona fide medical professional that the employee was in fact sick, or without specific approval by the CAO.

Regular nonexempt employees whose regular work schedule requires them to work on a holiday shall receive wages at 1 ½ times their regular pay; temporary and casual employees shall not be entitled to holiday pay, unless otherwise approved by the CAO.

## VACATIONS

Non-union regular full-time employees earn vacation leave per the following accrual schedule, and non-union regular part-time employees earn vacation leave on a prorated basis; employees who have transferred or promoted to another department maintain their accrued vacation hours. Temporary and casual employees are not entitled to vacation benefits. Upon recommendation of the CAO or department directors, newly-hired employees may be granted stepped-up vacation rights as if they had worked for the City for up to five years. Vacation leave for members of collective bargaining units is earned at rates specified within applicable collective bargaining agreements.

YEARS OF EMPLOYMENT	VACATION ACCRUAL RATE (HOURS) FOR FULL-TIME EMPLOYEES
1 - 2	88
3 - 5	104
6	128
7 - 8	136
9 - 10	152
11	168
12 - 13	176
14 - 15	184
16 - 17	192
18 - 19	200
20 or more	208

Employees with a perfect attendance record from January through December, which includes using up to eight hours of sick leave, will receive eight additional hours of vacation leave to be used during the next calendar year.

Vacation will not accrue for any calendar month during which an employee is on unpaid leave for at least five regularly scheduled workdays.

Employees are responsible for monitoring their accrued vacation leave balance. The maximum allowable accumulation of unused vacation leave is the number of vacation leave hours which the employee would have earned over a period of two years. Vacation leave accrued as of December 31<sup>st</sup> of each year which exceeds the maximum allowed shall be forfeited, unless employees receive prior approval from the CAO to use vacation hours which would otherwise be forfeited due to excess accumulation.

Vacation leave cannot be taken until the leave hours are accrued. Vacation leave may not be taken during the first six months of City employment; employees who have transferred or been promoted may use accrued vacation leave during their orientation period.

Vacation leaves shall be scheduled considering the wishes of employees and the operating requirements of departments. Supervisors must ensure adequate staffing levels, and management reserves the right to approve scheduling of vacation leaves.

A maximum of 240 hours of the employee's accumulated vacation will be paid as severance pay upon voluntary termination or permanent reduction in force after one year of continuous service with the City, provided that the employee gives the City two weeks' written notice of resignation prior to his or her voluntary termination of employment.

## **SICK LEAVE**

Regular full-time employees accrue paid sick leave at the rate of eight hours for each month of continuous full-time service; regular part-time employees accrue paid sick leave on a prorated basis. Employees do not accrue sick leave in any calendar month during which they are on an unpaid leave of absence or suspension for a minimum of five days in a calendar month.

Sick leave may be used for the following reasons.

1. Treat employee's own health condition, illness, injury, or physical incapacity including disability due to pregnancy or childbirth.
2. Care for a child with a health condition requiring treatment or supervision or to treat the disability of an adult child.
3. Provide preventive care for a child.

4. Care for a spouse, parent, parent-in-law, or grandparent with a serious health condition, including short-term care of a pregnant spouse during or after childbirth while she is unable to attend to regular daily activities.
5. Attend one's own medical or dental appointments or those of relations named above.
6. Arrange for emergency care or attend to a member of the immediate family-- defined as spouse, child, parent, grandparent, parent-in-law—and in other situations as may be approved by the CAO on a case-by-case basis.

Employees must notify supervisors as soon as the need for sick leave is known. Failure to do so may result in denial of sick leave pay.

The City may request reasonable proof of the need for sick leave. When absences extend beyond three consecutive working days, employees may be required to submit a medical certificate by a health care professional to justify the absence. In the case of an extended leave, such as serious injury or illness, the City may require a return to work authorization from employees' health care providers.

Holidays and other regular days off shall not be charged against sick leave. Sick leave can be used in minimum increments of one-half hour for nonexempt employees. Exempt employees may use sick leave in eight hour increments only; deductions from sick leave banks will not be made as long as they work part of the day.

Newly-hired employees may use sick leave only after successfully completing their first six months of employment, unless the CAO approves its use in extraordinary circumstances.

If an employee is absent due to illness or injury for which he or she is receiving payment from the state's industrial insurance program, LEOFF, or other state-mandated plan, the City will pay employees the difference between their regular wages and the amount received from the state up to the amount of accrued leave in employees' sick, vacation, compensatory, or administrative leave banks.

Employees may accumulate up to a maximum of 1,440 hours of sick leave. Within the last two years prior to employees' retirement from the City, employees may convert accumulated sick leave in excess of 480 hours into vacation leave. The conversion shall be at a ratio of eight hours vacation leave for each 32 hours of sick leave. This time may be taken as regular vacation leave or paid out upon retirement.

## **DISABILITY LEAVE**

Employees who suffer on-the-job injuries or occupational diseases during the course of their City employment may be eligible for worker's compensation benefits administered by the Washington State Department of Labor and Industries. Employees must use available sick, vacation, compensatory, and administrative leave time (in this order) during the period of

disability; the period of disability leave shall run concurrently with designated Family and Medical Leave Act leave to the extent permitted by law.

An employee receiving time-loss payments from Washington State must “buy back” sick leave during the period of disability, as prescribed by law. “Buy back” may be done by endorsing the state’s time loss compensation check to the City or payment by personal check.

Employees promoted or hired to fill a vacancy created by another employee on disability leave shall hold such positions subject to the return of the injured or ill employee. A promoted employee affected by the return of the injured or ill employee shall be restored to the position he or she had held previously or to any other equivalent position. A newly-hired employee affected by the return of the injured or ill employee shall be placed in a comparable vacant position for which he or she is qualified or may be laid off if there are no comparable vacant positions.

Disability leave shall not apply in cases of permanent, total disability or disability retirement as defined in Washington State law. Injuries resulting from employees’ willful misconduct, however, shall not entitle them to disability leave.

## **PREGNANCY DISABILITY LEAVE**

Female employees are entitled to pregnancy disability leave for the entire period of time they are incapacitated because of sickness or temporary disability due to pregnancy or childbirth. Certification by a health care provider indicating the need for a specified period of leave due to a pregnancy or childbirth-related disability is required. This leave may be paid or unpaid, depending on employees’ accrued paid leave balances, such as sick or vacation leave.

Pregnancy disability leave is in addition to the 12 weeks of leave allowed annually by the Washington State Family Leave Act; however, pregnancy disability leave runs concurrently with employees’ leaves entitlement under the federal Family and Medical Leave Act (FMLA). When a female employee’s pregnancy disability leave ends, she is entitled to use the balance of her available leave time under the federal FMLA to care for her newborn child. Also, when a female employee’s pregnancy disability leave ends, additional leave to care for her newborn child counts towards the 12 weeks of family leave allowed under the state’s family leave law.

Accrued sick, vacation, compensatory, and administrative time may be used for childbirth or related circumstances. The City will continue to pay health care benefits as required by the FMLA for the initial 12 weeks of leave. If the period of leave extends beyond the 12 weeks of FMLA leave, and the employee’s accrued leave banks have been exhausted, then she will be placed on leave without pay, at which time she has the option to continue her health care benefits per COBRA requirements. See the *Overview of Health and Welfare Benefits* policy.

In all cases, women requesting pregnancy disability leave must submit appropriate leave forms at least 30 calendar days before the leave is to begin, or as soon as the need for leave is

known. Certification from a health care provider should be attached to the leave request. Recertification may be requested periodically.

## **FAMILY AND MEDICAL LEAVE**

The Family and Medical Leave Act (FMLA) grants up to 12 weeks of unpaid leave annually to eligible employees for specifically-defined family and medical reasons; eligible employees shall be entitled to up to 12 weeks of job protected leave during a rolling 12-month period measured backward from the date of any FMLA usage. Some or all of the leave time may be paid if employees have accrued leave time; employees must use applicable paid leave time first and take the remainder of the 12 weeks as unpaid leave. Employees using FMLA leave for the adoption or foster care of a child must use all paid vacation, compensatory, and administrative leave time prior to taking unpaid leave.

### ***Eligibility***

Employees must meet all of the following conditions to be eligible for FMLA leave.

- Employees must have worked for the City for at least 12 months, which need not have been consecutive. For eligibility purposes, employees will be considered to have been employed for an entire week even if they were on the payroll for only part of a week or on leave during part of a week.
- Employees must have worked at least 1,250 hours during the previous 12-month period. Provisions of the Fair Labor Standards Act will determine the number of hours worked. Time spent on paid or unpaid leave do not count as hours worked and will not be counted in meeting the 1,250 hours eligibility threshold.
- When both husbands and wives work for the City and are both eligible for FMLA leave, they are allowed to take a combined total of 12 weeks of leave during a 12-month period for the birth of a child, placement of an adopted or a foster child, or to care for a child or parent (but not a parent “in-law”) with a serious health condition. If they use a portion of the total 12-week FMLA leave for one of these purposes, they are each entitled to the remainder of the 12-week leave for other FMLA purposes.

Employees returning after military service, who are covered by the provisions of this law will be credited with the hours of service that would have been performed except for the period of military service in determining eligibility for FMLA leave. Each month served performing military service counts as a month actively employed by the employer.

### ***Qualifying Leave***

FMLA leave is allowed for the following reasons:

- Birth and care of a newborn child of the employee.
- Placement with the employee of a child for adoption or foster care.

- Care for a spouse, son or daughter, or parent with a serious health condition.
- Medical leave when the employee is unable to work because of a serious health condition.
- Qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty or called to active duty status as a member of the National Guard or Reserves in support of a contingency operation.
- Attend to qualified family members in the armed forces who are undergoing medical treatment, recuperation, or therapy, or otherwise in outpatient status, for an illness or injury sustained in the line of duty that renders the family member medically unfit for duty.

The leave entitlement for the birth or placement of a child for adoption or foster care expires 12 months from the date of the birth or placement. Leave in these cases must be taken in one uninterrupted block of time from start to finish, except with prior approval of department directors and the CAO.

See *Qualifying Exigency Leave* and *Military Caregiver Leave* policies for requirements and benefits specific to these types of FMLA leave.

### ***Requesting Leave***

Employees requesting leave must contact the Human Resources office to complete required forms at least 30 days before the leave is to begin, when the FMLA qualifying event is foreseeable (such as the birth of a child, placement for adoption or foster care, or planned medical treatment for a serious health condition). If leave is to begin within 30 days, employees must notify their immediate supervisors and the Human Resources office as soon as they are aware of the need for the leave. When the need for the leave is not foreseeable, they must contact their supervisors prior to the start of their shift to enable supervisors to make necessary arrangements to continue employees' functions during their absences.

Whether leaves are foreseeable or unforeseeable, medical certification must be provided within 15 calendar days from the date employees give the City notice of the need for leave. Taking FMLA leave may be denied if these requirements are not met, unless there is a reasonable excuse for the delay. The City has the right to request a second medical opinion at its expense. If the first and second opinion conflict, the City may require a third opinion, which shall be final and binding.

During leaves for serious medical conditions, employees are requested to report periodically to the City regarding the status of the medical condition and their intent to return to work. The City has the right to request periodic medical recertifications in compliance with FMLA regulations. Per FMLA regulations, the City will not ask employees' health care providers for additional information beyond that required by the certification form. Additionally, the City

reserves the right to require a “fitness for duty” medical certification from health care providers before employees return to work.

### ***Return to Work***

Employees eligible for FMLA leave—except those employees designated as “key” employees under this policy—can return to the same position or a position with equivalent status, pay, benefits, and other employment terms. This entitlement does not apply in certain situations, such as the following: Employee’s position is eliminated in a reduction of force; employee takes another job while on FMLA leave; employee fails to provide timely notice of FMLA leave; or employee fails to return from FMLA leave on the established date.

Employees must contact the Human Resources office to complete appropriate forms before they return to work. Employees wishing to return to work prior to the planned expiration of their leaves must notify the Human Resources office at least five working days prior to their planned return.

Failing to return to work upon the planned expiration of FMLA leave may result in disciplinary action up to and including immediate termination unless an extension is granted. Employees who request an extension of FMLA leave due to the continuation, recurrence, or onset of their own serious health condition or that of their spouse, child, or parent must request an extension, in writing, to their immediate supervisors. This request should be made as soon as employees realize that they will not be able to return to work at the expiration of the leave period.

### ***Benefits Coverage During Leave***

During FMLA leaves, employees will be retained on the City’s group health insurance plan under the same conditions that applied before the leave. To continue health insurance coverage, employees must continue to make any contributions that they would be required to make to the plan if they were not on leave. Failure to pay their share of the health insurance premium may result in loss of coverage.

Employees who fail to return to work after the expiration of their leaves must reimburse the City for payment of health insurance premiums during the leaves, unless the reason employees fail to return is due to the presence of a serious health condition which prevents them from performing their jobs or due to circumstances beyond their control.

### ***Intermittent Leave or Reduced Work Schedule***

Employees may take leave intermittently or work reduced work schedules, when medically necessary, due to their own or a family member’s illness. Since regular and predictable work hours are an essential part of employees’ jobs, they are required to coordinate scheduling medical treatments with department directors or designees to limit disruption to departmental operations. The leave may not exceed a total of twelve weeks of their regular work schedule over a twelve-month period.

Employees must provide medical certification which shows that the multiple, short duration absences are a part of, or may result from, the treatment the employee or eligible family member is receiving for a serious health condition. Treatment information must substantiate that intermittent leave is necessary and that the medical need for the employee or eligible family member is best accommodated through an intermittent or reduced work schedule.

Employees on continuous, intermittent, or reduced work schedules are required to exhaust their sick leave bank, for their own serious health condition.

### ***Workers' Compensation Provision***

The FMLA leave period runs concurrently with workers' compensation when employees have a serious health condition resulting from an on-the-job injury that meets the criteria for FMLA leave. The City may offer "modified duty" work at its discretion and if it is available. If health care providers treating employees for workers' compensation injuries certify that employees are able to return to "modified duty" work but are unable to return to the same or equivalent jobs, employees may decline the City's offer of a "modified duty" job. If employees decline the "modified duty" job, they may lose their workers' compensation pay but would continue to stay on FMLA leave until it is exhausted. When workers' compensation benefits cease, the City requires employees to use their accrued paid leave including sick, vacation, and compensatory time.

## **SHARED LEAVE**

Shared leave allows City employees, at no additional cost to the City other than the costs of administering the program, to come to the aid of fellow City employees who are suffering from an extraordinary or serious illness, injury, impairment, or physical or mental condition which has caused or is likely to cause them to take leave without pay or to terminate their employment. Shared leave can also be used to assist a fellow employee who is ordered to report for active military duty; this provides financial stability for a limited time to allow an employee to adjust to different income and benefit levels under military pay. Only accrued vacation leave may be donated as shared leave time.

Only full-time, regular employees are eligible to receive shared leave, upon the recommendation of their department directors and approval by the CAO. Employees must meet the following conditions to be eligible to receive shared leave.

- The employee suffers from an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature and which has caused, or is likely to cause, the employee to go on leave without pay status or to terminate his or her employment with the City. Employees requesting shared leave for military service will be allowed to maintain 240 hours of sick leave accrual.
- The employee has abided by the City's sick leave policy in good faith.

- The use of shared leave will not significantly increase the City's costs, except for those which would otherwise be incurred in the administration of this program or which would otherwise be incurred by the employee's department.
- An immediate family member of the employee (spouse, child, parent, or sibling) suffers from an illness or injury which is life-threatening and which has caused or is likely to cause the employee to go on leave without pay or to terminate his or her employment with the City. Requests for shared leave to attend an immediate family member who has a life-threatening illness or injury shall be approved or disapproved at the sole discretion of the CAO on a case-by-case basis.
- An employee is ordered to report for active military duty for a significant military event during a time of national emergency. This may include an employee who is a member of the uniformed services--Washington National Guard or the Army, Navy, Air Force, Coast Guard, or Marine Corps Reserve of the United States, or of any organized reserve or armed forces of the United States--and other categories designated by the President or Governor in a time of war or military emergency. This provision does not apply to employees who voluntarily sign up for active military duty.

All donations of leave must be voluntary. To be eligible to donate shared leave, employees must have taken at least 80 hours of accrued vacation leave within the calendar year, have more than 80 hours of accrued vacation leave on the books, or have a combination of accrued and used vacation leave greater than 80 hours within the calendar year. When reviewing leave donation proposals from police employees, the Police Chief may also consider whether additional adequate time off will be provided through compensatory and/or holiday leave unique to that department.

Shared vacation leave shall be transferred on a dollar value basis. The minimum allowable transfer of vacation leave is eight hour increments. The value of the leave will be determined at the current hourly wage of the donating employee and the leave available to the receiving employee shall be calculated at the receiving employee's wage.

Employees shall not receive more than 1,040 hours of shared leave during their City employment. Shared leave hours should be used on a consecutive basis to the extent possible, unless preapproved by the CAO as intermittent leave. Shared leave use runs concurrently with FMLA-qualifying leave and other applicable leave. Donated hours that are not used within 90 days shall be returned to the donors.

The City and employees using shared leave will continue to pay their respective portions of employees' family health insurance benefits. Employees may continue payroll deductions of optional employee benefits at their discretion. Employees will not accrue seniority, vacation, sick leave or other leave benefits while receiving shared leave; shared leave time is not counted as hours worked for any orientation period.

Employees serving in active military duty per this policy may receive donations to supplement their pay not to exceed 100% of the employee's regular wages from the City for up to one year. These employees must submit paycheck stubs to the City for determination of the correct supplemental pay and donated leave amounts.

## **BEREAVEMENT LEAVE**

Employees, including those in their orientation periods, may be granted up to 24 hours of paid leave by the CAO due to the death of a member of their immediate family. "Immediate family" for bereavement leave is defined as a spouse, domestic partner, child, parent, sibling, grandparent, grandchild, parent-in-law, brother- or sister-in-law, son-or daughter-in-law, stepchildren, and current stepparents. The CAO may extend the bereavement leave beyond the allotted hours.

## **JURY DUTY/WITNESS LEAVE**

Employees have a civil obligation to serve on a jury if called. During jury duty or while appearing as a legally-required witness, employees will receive full pay from the City.

Employees who are excused from jury service or court appearance before the end of their workday shall immediately report their availability for assignment to their supervisor. Employees scheduled to work on shifts other than day shift shall be considered to be on day shift for the duration of jury duty.

Court payments, except those for travel expenses, must be turned over to the City. All jury duty and witness fees other than mileage reimbursement must be turned over to the City.

Employees will not be threatened, coerced, harassed, or denied promotional opportunities because they receive a summons, respond to a summons, serve as a juror, or attend court for prospective jury service.

## **VOTING LEAVE**

Employees whose work schedules do not provide them two consecutive hours to vote while polls are open will be granted up to two hours of paid time to vote. Employees must provide notice to the City not less than one day before the election. The City may specify the hours that the employee may vote.

## **MILITARY CAREGIVER LEAVE**

Military caregiver leave is a section of the Family and Medical Leave Act, which allows a certain amount of unpaid or applicable paid leave each year to eligible employees for family and medical reasons during any 12-month period. Military caregiver leave is applicable only to employees who are related to injured members of the armed forces. This policy addresses only

those rights, benefits, and requirements specific to military caregiver leave. All other rights, benefits, and requirements of the FMLA apply to military caregiver leave.

Employees are eligible for military caregiver leave when their qualified family member in the armed forces is undergoing medical treatment, recuperation, or therapy, or is otherwise in outpatient status, for an illness or injury sustained in the line of duty that renders the family member medically unfit for duty. A qualified family member includes the following people: spouse, son, daughter, parent, or nearest blood relative to the employee.

Military caregiver leave may last for up to 26 weeks during a single 12-month period. There is a 12-week limit on all other types of FMLA leaves, and the combined total of all types of FMLA leaves, including military caregiver leave, cannot exceed 26 weeks in a single year.

Employees requesting military caregiver leave must provide a medical certification from the servicemember's health care provider.

## **QUALIFYING EXIGENCY LEAVE**

Qualifying exigency leave is a section of the Family and Medical Leave Act, which helps families of members of the National Guard and Reserves manage their affairs while the member is on active duty in support of a contingency operation. This policy addresses only those rights, benefits, and requirements specific to qualifying exigency leave. All other rights, benefits, and requirements of the FMLA apply to qualifying exigency leave.

Eligible employees with a covered military member serving in the National Guard or Reserves are entitled to the usual 12 weeks of FMLA leave for any “qualifying exigency” arising out of the fact that a covered military member is on active duty or called to active duty status in support of a contingency operation. Qualifying exigencies include the following: short-notice deployment, military events and related activities, childcare and school activities, financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and additional activities not encompassed in the other categories, but agreed to by the City and employee.

## **FAMILY MILITARY LEAVE**

All employees who work an average of at least 20 hours per week are eligible for unpaid family military leave. Family military leave is available to the spouse of a member of the U.S. Armed Forces during a period when Congress has declared war, the President has declared war by executive order, or when military reserves have been called to active duty.

Employees whose spouses are being called into active duty for the armed forces or who will be, or are deployed during a period of military conflict, are entitled to up to 15 days of unpaid leave from work. Employees may choose to use accrued vacation, compensatory time, administrative leave, or personal holiday hours for family military leave. Employees may take the 15 days of

leave before the deployments of military spouses or when military spouses are on leave from deployments. For each new deployment of military spouses, employees may take another family military leave of up to 15 days.

Employees must notify the City of their intent to take family military leave within five business days of receiving official notice of the call or order to active duty or deployment or within five business days of official notice of military spouses' upcoming leave from deployments.

## **MILITARY LEAVE**

Washington State law provides City employees who are a members of the uniformed services-- Washington National Guard or the Army, Navy, Air Force, Coast Guard, or Marine Corps Reserve of the United States, or of any organized reserve or armed forces of the United States-- paid leave for up to 21 calendar days annually, from October 1<sup>st</sup> to September 30<sup>th</sup>, when ordered to active duty or active training duty. Employees are requested to notify their supervisors as soon as they are aware of the military obligation.

This military leave is in addition to any vacation or sick leave to which the employee might otherwise be entitled. If a military leave of absence extends beyond 21 calendar days, employees may, at their discretion, choose to use accrued vacation leave. Employees may be eligible for shared leave per the *Shared Leave* policy.

## **LEAVE UNDER UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT**

The Uniformed Services Employment and Reemployment Rights Act entitles regular City employees who take a leave of absence to serve as a member of the U.S. Armed Forces to certain reemployment, seniority, longevity, and employment benefits rights upon returning to work after their honorable discharge or completion of reserve training. Returning employees are entitled to these rights if they have given the City advance written or verbal notice of their service and if the cumulative length of the absence and of all previous absences from City employment to serve in the uniformed services does not exceed five years.

Employees returning after military service, who are covered by the provisions of this law will be credited with the hours of service that would have been performed except for the period of military service in determining eligibility for leave under the Family and Medical Leave Act. Each month performing military service counts as a month actively employed by the employer.

Both employees promoted or hired to fill a vacancy created by another employee serving in the armed forces shall hold such position subject to the return of the employee serving in the armed forces. A promoted employee affected by the return of the employee serving in the armed forces shall be restored to the position he or she had held previously, or any other equivalent position. A newly-hired employee affected by the return of the employee serving in

the armed forces shall be placed in a comparable vacant position or may be laid off if there are no comparable vacant positions.

## **DOMESTIC VIOLENCE/SEXUAL ASSAULT LEAVE**

This unpaid leave is available to employees who are victims of domestic violence, sexual assault, or stalking. It is also available to employees with a family member—defined as child, spouse, parent, parent-in-law, grandparent, or person with whom the employee has a dating relationship—who is a victim of domestic violence, sexual assault, or stalking. This leave may be taken in blocks or intermittently, and the amount of leave that an employee may take is restricted to a "reasonable" amount, but it is not specifically limited as to time or length under the law.

Domestic violence/sexual assault leave may be taken for the following purposes.

- Seek law enforcement or legal assistance or prepare for or participate in any legal proceeding related to domestic violence, sexual assault, or stalking.
- Seek health care treatment for physical or mental injuries from domestic violence, sexual assault, or stalking, or attend to such health care treatment for a family member.
- Obtain (or assist a family member in obtaining) services from a domestic violence shelter, rape crisis center, or other social services.
- Obtain (or assist a family member in obtaining) mental health counseling related to domestic violence, sexual assault, or stalking.
- Participate in safety planning, temporarily or permanently relocate, or take other actions to increase one's own safety or the safety of the family member relating to domestic violence, sexual assault, or stalking.

Employees must give notice to the City of the need for this leave no later than the end of the first day on which the leave is taken. The City may require verification to support the need for the leave; verification can take the form of police reports, court documents, or employees' own written statements of the need for the leave.

## **ADMINISTRATIVE LEAVE**

Exempt employees are not entitled to overtime compensation since they are compensated for the product of their work efforts, not the number of hours actually worked. Sometimes, however, the nature of work for exempt employees requires sustained periods of effort, marked by long hours, limited opportunities for time off, and stresses atypical of nonexempt positions. Further, the City acknowledges that sufficient rest is necessary for personnel to operate at peak performance; administrative leave provides sufficient time off for these employees so as to ensure individual and operational readiness.

Exempt employees are eligible for administrative leave based on the schedule and conditions described below. The CAO, upon the recommendation of department directors, may award supplemental administrative leave on a case-by-case basis when conditions warrant such consideration. Administrative leave shall not be awarded to employees whose vacation balance exceeds allowable accrual limits. Administrative leave will be awarded on a prorated basis, rounded to the next full day, to exempt employees hired during the calendar year.

The following positions shall be awarded an annual bank of ten business days of administrative leave at the beginning of each calendar year: CAO; directors of Community Development, Finance, Parks and Recreation, Public Works, and Police Departments; Public Works Superintendent; City Engineer; Police Commanders; and City Clerk.

All other exempt employees shall be awarded an annual bank of five business days of administrative leave at the beginning of each calendar year.

Administrative leave must be:

- Used in minimum increments of one full day.
- Approved by the department director or CAO in advance, which must be documented on appropriate personnel forms.
- Forfeited if not used by the end of each calendar year.

Unused administrative leave may not be converted to cash compensation under any circumstances.

## **LEAVE WITHOUT PAY**

The CAO may grant leaves of absence without pay in appropriate circumstances; they will be granted only when employees have exhausted all other accrued leave. Employees must submit a written request on designated forms to the CAO after obtaining the permission of their department directors. Failure to return upon the expiration date of the leave may be cause for dismissal.

## **ABSENCE WITHOUT AUTHORIZED LEAVE**

Absences not on duly-authorized leave shall be treated as leave without pay and may be grounds for disciplinary action. Employees who are absent for three consecutive regularly-scheduled working days without notifying the City may be considered to have abandoned their jobs and may be terminated.

# LEGAL RULES OF CONDUCT

## CODE OF ETHICS

The City's code of ethics is set forth in Chapter 2.80 of the Marysville Municipal Code. Its purpose is to assist City employees to establish guidelines to govern their own conduct. The code is also intended to help develop traditions of responsible public service. Employees shall not engage in any act which is in conflict with the performance of their official duties. Under the code of ethics, an employee shall be deemed to have a conflict of interest or other ethical violation if he or she:

1. Receives or has any financial interest in any sale to or by the City of any service or property when such financial interest was received with the prior knowledge that the City intended to purchase such property or obtain such service.
2. Accepts or seeks for others any service, information, or thing of value on more favorable terms than those granted to the public generally, from any person, firm or corporation having dealings with the City , as provided in MMC 2.80.040(2).
3. Accepts any gift or favor from any person, firm, or corporation having any dealings with the City if he knows or has reason to know that it was intended to obtain special consideration.
4. Influences the selection of or the conduct of business with a corporation, person, or firm having business with the City if he or she personally or through household relatives has financial interest in or with the corporation, person or firm.
5. Serves as an employee, officer, partner, director, or consultant of any corporation, firm, or person having business with the City, unless he or she has disclosed such relationship as provided by Chapter 2.80 MMC.
6. Engages in or accepts private employment or renders services for private industry when such employment or service is incompatible with the proper discharge of his or her official duties or would impair his or her independence of judgment or action in the performance of his or her official duties.
7. Appears in behalf of a private interest before any regulatory governmental agency, or represents a private interest in any action or proceeding against the interest of the City in any litigation to which the City is a party, unless he or she has a personal interest and this personal interest has been disclosed to the regulatory governmental agency. City Councilmembers may appear before regulatory governmental agencies on behalf of constituents in the course of their duties as representatives of the electorate or in the performance of public or civic obligations; however, no official or employee shall accept a retainer or compensation that is contingent upon a specific action by a City agency.

8. Possesses, directly or indirectly, a substantial or controlling interest in any business entity which conducts business or contracts with the City, or in the sale of real estate, materials, supplies, or services to the City, without disclosing such interest as provided by this chapter. An interest is not a substantial interest if such interest does not exceed one-tenth of one percent of the outstanding securities of the business concern; or, if the interest is an unincorporated business concern, one percent of the net worth of such concern; or the financial interest of a corporation, person, or firm does not exceed five percent of the net worth of the employee and his household relatives.
9. Violates any ordinance or resolution of the City.
10. Violates the confidentiality of his or her position.
11. Makes any false statement or representation of any public record or document in a willful disregard of the truth of such statement or representation.

Employees who have financial or other private interests, and who participate in discussion with or give an official opinion to the City Council and fail to disclose on the records of the City Council the nature and extent of such interest is in violation of Chapter 2.80 Marysville Municipal Code. Any person willfully violating the code of ethics is guilty of a misdemeanor and is subject to the civil penalties as provided in the municipal code.

An employee of the City found guilty of a negligent violation of this chapter is subject to civil penalties up to and including termination from employment and/or loss of pay not to exceed one month's salary.

## **ANTI-HARASSMENT POLICY AND COMPLAINT PROCEDURE**

The City of Marysville strives to provide a work environment that is free from all forms of harassment. All forms of harassment—including, but not limited to harassment based on sexual, ethnic, racial, and disability characteristics, or an employee's legally protected status—are prohibited. All disruptive behavior that is based on or creates an intimidating, offensive, coercive, or hostile work environment is prohibited. All actions that impair employees' abilities to perform their jobs are prohibited. Employees who engage in such behavior will be subject to disciplinary action, up to and including termination.

Harassment can take many forms. Some examples of verbal and nonverbal harassment include the following:

- Unflattering or unwelcome comments regarding a person's nationality, origin, race, color, religion, gender, sexual orientation, age, body disability, or appearance.
- Epithets, slurs, and negative stereotyping.
- Distribution, display, or discussion of written or graphic material that ridicules, denigrates, insults, belittles, or shows hostility or aversion toward an individual or group because of

national origin, race, color, religion, age, gender, sexual orientation, pregnancy, appearance, disability, marital, or other protected status.

Sexual harassment is a specifically recognized form of discrimination and is unlawful under the Civil Rights Act of 1964 and Washington State law. Sexual harassment is defined as “unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature” when any of the following conditions exist.

- Submission to such conduct is either explicitly or implicitly made a term or condition of an individual’s employment.
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual.
- Such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile, or offensive work environment.

Sexual harassment can take many forms, and some examples include the following.

- Sexual innuendoes, suggestive comments, jokes of a sexual nature, sexual propositions, lewd remarks, and threats.
- Requests for any type of sexual favor, including repeated and unwelcome requests for dates.
- Verbal abuse or "kidding" of a sexual nature and/or content and considered unwelcome.
- Distribution, display, or discussion of any written or graphic material, including calendars, posters, and cartoons that are sexually suggestive, or show hostility toward an individual or group because of gender or are of a sexual nature; suggestive or insulting sounds; leering; staring; whistling; or obscene gestures.
- Unwelcome, unwanted physical contact, including but not limited to, touching, tickling, pinching, patting, brushing up against, hugging, cornering, kissing, fondling, forced sexual intercourse, or assault.
- Linking sexual compliance with sexual advances by a supervisor to some term or benefit of employment.

Normal, courteous, mutually respectful, pleasant, noncoercive interactions between employees, including men and women, that are acceptable to and welcomed by both parties, are not considered to be harassment, including sexual harassment.

Employees who believe they are victims of harassment should not remain silent. They should make it clear to the harasser that such conduct is offensive and unwelcome and clearly state that the offensive conduct must stop immediately. Then, they should tell the supervisor or manager they are being harassed and name the harasser; this may be the first step if employees are uncomfortable confronting the alleged harasser.

### ***Complaint Process***

Employees who believe they have been harassed should report the harassing conduct to City management. Typically, the conduct should be reported to employees' immediate supervisors; if the complaint is against their supervisors or employees are uncomfortable discussing the complaint with their supervisors, they may report it to their department directors or the Assistant Human Resources Director. Supervisors or managers who become aware that harassment is occurring, either from personal observation or employee report, must report it immediately to their department directors.

Employees' complaints of harassment may be oral or written. They should include, when available, specific allegations, dates(s) of the occurrences(s), individuals involved, and any witnesses. Upon receipt of complaints, or being advised by supervisors or managers of potential harassing behavior occurring, department directors, the Assistant Human Resources Director, or an independent investigator will conduct an investigation.

Harassment complaints and their investigations are kept as confidential as reasonably possible, consistent with the need to investigate and act on the results of the investigation. It is often necessary to disclose the name of the employee who filed the complaint to the employee accused of harassment.

The City treats harassment complaints seriously and moves quickly to investigate them and take appropriate corrective action. Employees filing complaints will be treated courteously and respectfully, and the City prohibits retaliation against employees filing harassment complaints. Employees will not suffer any hardship, loss of benefits, or other penalties for filing or responding to bona fide complaints of discrimination or harassment, appearing as a witness in a complaint investigation, or investigating a complaint.

Reporting harassment incidents may be a difficult personal experience; however, allowing harassment activities to continue will most certainly lead to less desirable outcomes. For that reason, employees are strongly urged to use this complaint procedure.

Knowingly filing groundless or malicious complaints is an abuse of this policy and is prohibited. Employees who violate this policy are subject to disciplinary action up to and including termination.

### ***Procedures For Investigating And Resolving Complaints***

When a full harassment investigation is warranted, the City will typically use the following guidelines for conducting it.

1. Every attempt will be made to complete an investigation within 60 calendar days from the time the complaint is received or the department director is made aware of the potential harassment. The time limit may be extended to 90 calendar days by the CAO if additional time is needed for a full and complete investigation of the complaint.

2. The investigation should include interviews with the complainant, the respondent, witnesses, and other persons the investigator determines may have information related to the investigation to determine whether the conduct occurred. The investigator will ensure compliance with any right to union representation of individuals, including the alleged harasser, who may reasonably assume disciplinary action may be taken based upon their statements in the investigation.
3. The investigator of the complaint will maintain accurate, detailed records of the investigation and will determine if violations of this policy have occurred based on the facts verified during the investigation.
4. If it is determined that harassment or discrimination in violation of the City's policy has occurred, appropriate disciplinary action will be taken. The appropriate action will depend on the following factors: (1) severity, frequency and pervasiveness of the conduct, (2) prior complaints made by the complainant, (3) prior complaints made against the respondent, and (4) quality of the evidence, such as first hand knowledge or credible corroboration.
5. If the investigation is inconclusive, or it is determined that there has been no harassment or discrimination in violation of this policy but some potentially problematic conduct is revealed, counseling or preventive action may be taken.
6. Within five days after the investigation is concluded, the Assistant Human Resources Director or department director will meet with the complainant and respondent separately, to notify them in person of the findings of the investigation and inform them of the action being recommended.
7. The complainant and the respondent may submit statements to the CAO challenging the factual basis of the findings. Such statements must be submitted no later than five working days after the meeting in which the findings of the investigation were discussed.
8. Within ten days from the date the challenge is received, the CAO will review the investigative report and any statements submitted by the complainant or respondent, discuss results of the investigation with the Assistant Human Resources Director and other management staff as may be appropriate, and decide what action, if any, will be taken. The Assistant Human Resources Director will report the decision to the complainant, respondent, supervisors, and department directors in the departments in which the complainant and respondent work.

## **REPORTING IMPROPER GOVERNMENTAL ACTIONS**

The City encourages employees to report improper governmental actions taken by City of Marysville officers or employees, and it protects employees who have reported improper governmental actions in accordance with City policies and procedures.

As used in this policy, the following terms have specific meanings as defined below.

- *Improper governmental action*: Actions by a City of Marysville officer or employee that are:
  - Undertaken in the performance of the officer’s or employee’s official duties, whether or not the action is within the scope of the employee’s employment.
  - In violation of any federal, state, or local law or rule, is an abuse of authority, is of substantial danger to the public health or safety, or is a gross waste of public funds.

“Improper governmental action” does not include personnel actions, including but not limited to, employee grievances, complaints, appointments, promotions, transfers, assignments, reassignments, reinstatements, restorations, re-employments, performance evaluations, reductions in pay, dismissals, suspensions, demotions, written or verbal warnings, violations of collective bargaining or civil service laws, alleged violations of labor agreements, or reprimands.
- *Retaliatory action*: Any adverse change in the terms and conditions of employment or hostile actions by another employee towards a local government employee that were encouraged by a supervisor, senior manager, or official.
- *Emergency*: Circumstances that if not immediately changed may cause damage to persons or property.

***Procedures For Reporting***

City employees who become aware of improper governmental actions should raise the issue first with their supervisors. If requested, employees shall submit a written report to their supervisors, or to some person designated by their supervisors, stating in detail the basis for their belief that an improper governmental action has occurred. Where employees reasonably believe the improper governmental action involves their supervisor, employees may raise the issue directly with the CAO or Assistant Human Resources Director.

In an emergency, where employees believe that damage to persons or property may result if action is not taken immediately, employees may report the improper governmental action directly to the appropriate government agency with responsibility for investigating the improper action.

Supervisors or the CAO or designee, shall take prompt action to assist the City in properly investigating the report of improper governmental action. City officers and employees involved in the investigation shall keep the identity of reporting employees confidential to the extent possible under law, unless employees authorize their identity disclosure in writing. After investigations are completed, employees reporting improper governmental actions shall be advised by a summary of the results of the investigation, except that personnel actions taken as a result of the investigation may be kept confidential.

City employees may report information about improper governmental action to the appropriate government agency with responsibility for investigating the improper action if they reasonably believe that an adequate investigation has not been undertaken by the City to determine whether an improper governmental action occurred, insufficient action has been taken by the City to address the improper governmental action, or the improper governmental action is likely to recur. A list of agencies responsible for investigating improper governmental action is included in this handbook. It is not intended to be all-inclusive.

City employees who fail to make a good faith attempt to follow the City's procedures in reporting improper governmental action shall not receive the protections provided by the City in these procedures.

### ***Protection Against Retaliatory Action***

City officials and employees are prohibited from taking retaliatory action against City employees because they have in good faith reported improper governmental actions.

Employees who believe that they have been retaliated against for reporting an improper governmental action should advise their supervisors or the CAO or designee. City officials and supervisors shall take appropriate action to investigate and address complaints of retaliation.

If employees' supervisors or the CAO or designee do not satisfactorily resolve employees' complaints of retaliation in violation of this policy, employees may obtain protection under this policy and pursuant to state law by providing a written notice to the Marysville City Council that specifies the alleged retaliatory action and the relief requested.

Employees shall provide a copy of their written charge to the CAO no later than 30 days after the occurrence of the alleged retaliatory action. The City shall respond within 30 days to the charge of retaliatory action; provided, if the charge warrants an unusual amount of investigation, the City may extend the time for responding up to 30 additional days.

After receiving either the response of the City or 30 days after the delivery of the charge to the City, employees may request a hearing before a state administrative law judge to establish that a retaliatory action has occurred and to obtain appropriate relief provided by law. Employees seeking a hearing should deliver the request for hearing to the CAO at the earliest of either 15 days of delivery of the City of Marysville's response to the charge of retaliatory action or 45 days of delivery of the charge of retaliation to the City of Marysville for response.

Upon receipt of request for hearing, the City shall apply within five working days to the Washington State Office of Administrative Hearings for an adjudicative proceeding before an administrative law judge: Office of Administrative Hearings, P.O. Box 42488, 4224 Sixth SE, Rowe Six, Bldg. 1, Lacey, WA 98504-2488, (206) 459-6353.

The City will consider all recommendations provided by the administrative law judge, including but not limited to a recommendation that the retaliator be suspended or dismissed.

***Enforcement Responsibilities***

The CAO or designee is responsible for implementing the City’s policies and procedures for reporting improper governmental action and for protecting employees against retaliatory actions. This includes ensuring that this policy and procedures are permanently posted where all employees have reasonable access to them, made available to any employee upon request, and provided to all newly-hired employees. Managers and supervisors are responsible for ensuring the procedures are fully implemented within their areas of responsibility. Violations of this policy may result in disciplinary action, including but not limited to a written reprimand, suspension, and/or termination.

Following is a list of agencies responsible for enforcing federal, state and local laws and investigating other issues involving improper governmental action. Employees having questions about these agencies or the procedures for reporting improper governmental action are encouraged to contact Human Resources.

**CITY OF MARYSVILLE**

Marysville City Attorney  
Weed, Graafstra, & Benson, Inc. , P.S.  
21 Avenue A  
Snohomish, WA 98290  
(425)259-9199

Snohomish County Prosecutor  
3000 Rockefeller  
M/S 504 Everett, WA 98201  
(425)388-3333

Marysville Police Department  
1635 Grove St  
Marysville, WA 98270  
(360)363-8300

Human Rights Commission  
402 Evergreen Plaza, Bldg FJ-41  
511 S Capitol Way  
Olympia, WA 98504-2490  
1-800-233-3247

**STATE OF WASHINGTON** (cont’d)

Puget Sound Partnership  
(Water Quality)

**STATE OF WASHINGTON**

Department of Labor and Industries  
315 5<sup>th</sup> Ave S Ste.200  
Seattle, WA 98104-2607  
(206)515-2800

State Department of Ecology  
3190 160<sup>th</sup> SE  
Bellevue, WA 98008-5452  
(425) 649-7000

Attorney General’s Office  
Labor & Industries Division  
315 5<sup>th</sup> Ave Ste 2000  
Seattle, WA 98119  
(206)515-2800

Domestic Violence Hotline  
1-800-562-6025

**UNITED STATES** (cont’d)

National Transportation Safety Board  
19518 Pacific Hwy S Ste 201

PO Box 40900  
Olympia, WA 98504-0900  
1-800-547-6863

Department of Social & Health Services  
Special Investigation Office  
5200 Southcenter Blvd Ste 23  
Tukwila, WA

Department of Natural Resources  
PO Box 47000  
1111 Washington St SE  
Olympia, WA 98504-7000  
(206)464-6094

**UNITED STATES**

State Department of Health  
Health Consumer Assistance  
PO Box 4789  
Olympia, WA 98504-7891  
(800)525-0127

US Attorney  
700 Stewart St Ste 5220  
Seattle, WA 98174-1093  
(206)389-5800

Department of Interior  
US Fish & wildlife Services  
Division of Law Enforcement  
121 107<sup>th</sup> NE  
Bellevue, WA  
(425)883-8122

Government Accounting Office Fraud Hotline  
1-800-424-5454

Environmental Protection Agency  
Criminal Investigations  
1200 6<sup>th</sup> Ave (CRE 164)  
Seattle, WA  
(206) 553-2899

Seattle, WA 98188  
(206)870-2200

Department of Health & Human Services  
Food & Drug Administration  
22201 23<sup>rd</sup> Dr SE  
Bothell, WA

Equal Employment Opportunity Commission  
909 First Avenue Ste 400  
Seattle, WA 98104-1061  
1-(800)-669-4000

Department of Justice  
Drug Enforcement Administration  
400 2<sup>nd</sup> Ave W  
Seattle, WA 98119  
(206) 553-5443

Department of Labor  
Occupational Safety & Health (OSHA)  
1111 3<sup>rd</sup> Ave Ste 715  
Seattle, WA  
(206)553-5930

Department of Transportation  
Office of Inspector General  
Auditing/Inspecting  
915 2<sup>nd</sup> Ave Rm 644  
Seattle, WA 98178  
(206)220-7754

Department of Treasury  
Bureau of Alcohol, Tobacco & Firearms  
Law Enforcement Division  
915 2<sup>nd</sup> Ave Rm 806  
Seattle, WA 98174  
(206)220-6456

# STANDARDS OF CONDUCT

## EMPLOYEE BEHAVIORAL EXPECTATIONS

City government exists to provide services to its citizens, and City employees have a long tradition of providing exemplary service to the public. The following behavioral expectations support high quality service delivery.

*Employees are personally and professionally accountable for providing essential services to the public.*

- Be polite, courteous, and cooperative when interacting with internal and external customers and the general public.
- Be accountable for one's own job performance, while recognizing that all jobs are reliant on the work of others. Team members are interconnected with coworkers and managers, and every employee's work affects the team's ability to perform effectively.
- Perform all job duties to meet established job standards, and notify the supervisor when backlogs or unexpected work may result in a delay in completing essential tasks. Seek assistance from one's supervisor or manager to resolve problems or difficulties that interfere with the ability to perform one's work.

*Employees represent the City in customer service transactions.*

- Provide customers with accurate information about services, regulations and processes.
- Respond in a timely and professional manner, politely and courteously, while providing clear and concise information.
- Provide the customer with information about alternatives if unable to address their concerns directly or if the request is not feasible.

*Integrity and high ethical standards are essential to maintain public trust in City services.*

- Work honorably and professionally, providing a full day of good effort for a full day of pay. Integrity means that one's words and actions are the same when speaking with peers, supervisors, or other professionals.
- Perform job duties within the ethical standards of the organization, and always act to further the mission, vision, and values of the organization. If ethical standards or guidelines are unclear in a specific situation, ask the supervisor for information or clarification.

*Mutual respect is an essential part of professional relationships; it is required, not earned, in all interactions.*

*Trust, the expectation that the other person will demonstrate integrity and responsibility, is earned.*

- Give people the benefit of the doubt, believing that everyone is trying to do their best.
- Listen to people without making a judgment, and make a concerted effort to understand their perspective; understanding their perspective does not necessarily mean agreeing with it.
- Avoid using insulting, threatening, or offensive language.
- Avoid making jokes about other employees including, but not limited to, jokes about work performance, ethnicity, or personal appearance.

*Teamwork is expanding one's perspective from simply performing individual tasks to helping achieve the City's overall mission and goals.*

- Assist, encourage, and support coworkers.
- Look for ways to energize and support the work of coworkers so the department's work is accomplished with less difficulty and greater employee satisfaction.
- Take pride in the achievements of the team. Group recognition for a job "well done" is a foundation for receiving future recognition and far outweighs the brevity of congratulations directed at a single individual.
- Recognize that conflict will occur in the workplace, and manage it by dealing directly with the individual, rather than involving third parties. Focus on the common goal in an effort to collaborate with coworkers or reach a compromise that supports that goal.
- Be honest in sharing ideas, opinions, and perspectives without criticizing, finding fault, or undermining the views of others. Direct feedback to the idea or concept not at the individual offering it. Give honest but respectful feedback.
- Avoid spreading gossip and rumors, hearsay information that is passed from one person to another and is meant to discredit a third person; do not tolerate it from others because it sabotages the team's ability to work together effectively. It is disrespectful, nonproductive, and a selfishly-motivated act that interferes with employees' successful job performance.

*The safety of employees and the public is an overriding responsibility of the City.*

- Comply with safety regulations, work proactively to reduce workplace hazards, prevent accidents, and refresh safety skills.
- Secure and maintain certifications or licenses required to perform assigned job duties.
- Wear protective clothing, and use appropriate safety equipment as required.
- Practice good defensive driving at all times; promptly report all accidents, injuries, or hazardous conditions to one's supervisor or manager.

## **EMPLOYEE DRESS AND PERSONAL APPEARANCE**

Employees are expected to maintain their attire, grooming, and personal hygiene in a manner appropriate to perform their work safely and present a favorable and professional image to the public. Departments requiring uniforms may establish their own dress codes to supplement this policy. Medical exceptions to this policy are subject to approval of department directors.

Employees must wear clothing and shoes that are neat, clean, and in good condition. Hair should be neat, clean, and well-trimmed or arranged, and facial hair must be neatly groomed. Tattoos and body piercing, except for ear piercing and tasteful tattoos, should not be visible.

Office staff and other employees who have regular contact with the public must wear appropriate business attire. Jeans and athletic-type footwear are generally not appropriate for office attire, except as described below. Other inappropriate attire includes, but is not limited to: extremely tight pants, leggings and spandex; tee shirts with slogans, sports insignia or other writing on them; tank tops with straps less than two inches wide; short or cropped tops that expose skin at the abdomen; sweatpants, sweatshirts or workout attire; clothing that is excessively revealing, distracting, or provocative; skirts that are excessively short; and shorts.

Some of the attire listed above may be appropriate and allowed when considered part of a department's uniform, suitable for regular work duty (such as recreation or athletic programs), worn for special events, or specifically authorized by department directors.

Tee shirts and sweatshirts with the City logo or other tasteful logos may be acceptable attire, depending upon the work environment. When wearing clothing with the City logo, employees appear to represent the City; employees should not wear City logo clothing during off-work hours.

The City has designated Friday as "business casual" day. "Business casual" attire often includes jeans and a sport shirt or other casual attire which is appropriate for the work place as defined in this policy. Employees are still expected to be neat, clean, and well-groomed. Supervisors, however, may require regular business attire as they deem appropriate.

Employees who have sincerely held religious beliefs that affect their dress and personal appearance should talk with their supervisor about potential accommodations under Title VII of the 1964 Civil Rights Act.

Supervisors, managers, and directors will ensure compliance with this policy. Employees who violate this policy may be instructed to leave the premises to change clothes and/or be subject to disciplinary action. Time necessary to correct one's appearance is leave without pay.

The City may provide a clothing allowance for some positions.

## **TOBACCO USE**

Smoking and tobacco use represent a significant health risk to both smokers and nonsmokers in the work environment. Employees are prohibited from using tobacco in any form in all public and nonpublic areas of City-owned facilities and City vehicles during their scheduled work time. Tobacco use includes the possession of a lighted cigarette, lighted cigar, lighted pipe, or any other lighted tobacco product and the use of chewing tobacco, snuff, and other varieties of smokeless tobacco.

The prohibition against tobacco use in City-owned facilities and vehicles includes, but is not limited to City buildings, vehicles and drivable equipment, and recreation facilities. Vehicles and drivable equipment includes front-end loaders, tractors, riding mowers and backhoes. Recreation facilities include activity centers, community centers, and supporting building facilities. Smoking is also prohibited within 25 feet of building entrances, exits, windows that open, and ventilation intakes.

Employees may use tobacco during nonwork time, such as designated breaks and meal periods but shall never use it in the prohibited areas as described in this policy. Tobacco users are to maintain designated smoking areas free of litter by properly disposing of cigarette and cigar butts, ashes, etc. Chewing tobacco, snuff, and other varieties of smokeless tobacco residue, including "spit", must be collected in a container, sealed, and placed in the lined trash receptacles provided.

Employees who violate this policy are subject to disciplinary action up to and including termination.

Smoking cessation may be a covered benefit under the City's medical insurance plan.

## **OUTSIDE EMPLOYMENT**

Employees engaged in outside employment must notify their department director. Employees shall not hold a job with an outside employer or be self-employed if outside work contributes to reduced effectiveness at their City job; in these cases, employees will be given the choice of terminating either their City employment or the outside employment. If an employee is injured as a result of an accident during the outside employment, the other employer's benefits must be used to the degree available before receiving coverage from the City's benefit plans.

Commissioned police employees are subject to the terms of the Standard Operating Procedures on outside employment.

## **GARNISHMENTS**

Employee who have had their earnings garnished for the satisfaction of three or more separate indebtednesses within a period of 12 consecutive months will be discharged, unless the CAO determines that the employee should not be discharged due to extenuating circumstances.

## **MEDIA INQUIRIES**

All media inquiries and non-customer service related general inquiries should be referred to department directors. The CAO may delegate the authority to respond to media inquiries without prior approval to specific employees. Questions about employee references or other information concerning current or former employees must be referred to the Human Resources office.

## **COMPLAINT PROCEDURE**

The City recognizes that sometimes situations arise in which employees feel that they have not been treated fairly or in accordance with City rules and procedures. Employees should use the following procedures for resolving complaints.

Step 1: Employees should first try to resolve complaints with their immediate supervisors.

Step 2: When normal communication between employees and supervisors is not successful, or when employees disagree with the application of City policies and procedures, employees should file written complaints with their department directors. Department directors should meet with employees within five working days and respond to employees in writing within five working days after the meeting.

Step 3: If employees are not satisfied with the response from their department directors, they may submit the issue, in writing, to the CAO. If the complaint is with the CAO, the written complaint should be directed to the Mayor. The written complaint must be filed within ten working days of the occurrence leading to the complaint, or ten working days after the employee became aware of the circumstances.

The written complaint must contain, at a minimum, the following items.

- Description of the problem.
- Specific policies or procedures that employees believe have been violated or misapplied.
- Dates of the circumstances leading to complaints or dates when employees first became aware of those circumstances.
- Remedies sought by employees to resolve complaints.

The CAO should respond in writing within ten working days of receipt of complaints. The CAO's response and decision shall be final.

Some employees may have more than one source of dispute resolution rights, such as civil service rules, collective bargaining agreements, and this complaint process. Employees represented by a bargaining unit or who are covered under civil service rules must follow grievance procedures set out in their respective labor contracts or civil service rules, where applicable. In all other cases, the procedures described in this section shall be used. Under no circumstances shall employees have the right to use both this process and another complaint or appeal procedure that may be available to them.

# USE OF CITY RESOURCES

## USE OF CITY PROPERTY

Employees shall not request or permit the use of City owned vehicles, equipment, materials, or property for personal convenience or profit, except when such services are available to the public generally or are provided as City policy for the use of those employees in the conduct of official business.

## COMPUTER SYSTEMS AND ELECTRONIC COMMUNICATIONS

This policy applies to all City employees, elected, and appointed officials.

Computers, telephones, fax, copy machines, all associated software and peripheral devices, and any other City equipment provided for employee use are the property of the City and are intended solely for use in conducting official City business. All messages sent, received, or stored on the email system, all records of Internet use, and all software installed on computers are the property of the City and may be reviewed, audited, intercepted, accessed, or disclosed by the Mayor or designee without employee authorization.

Employees may use some City equipment for VERY LIMITED personal use, provided that it is done on employees' own time, does not violate any law or City policy, such as harassment or solicitation, and is not used for commercial, religious, charitable, or political activities. Also, this use must not interfere with employees' job performance, disrupt or distract themselves or coworkers from the conduct of City business, and it must not result in additional cost or liability to the City.

Use of City time and resources may be allowed for approved participation in professional organizations related to the employee's official position, upon approval by the CAO. All outgoing messages which do not reflect the official position of the City must include the following disclaimer: "The opinions expressed here are my own and do not necessarily represent those of the City of Marysville."

Internet access is limited to employees who have received prior approval from the CAO or designee. Resources of any kind for which there is a fee, including all Internet sites, must not be accessed or downloaded without prior approval of department directors. Space on public access databases (such as home pages on the World Wide Web) shall not be created without prior approval of the CAO or designee.

Employees not involved in the maintenance or operation of the voicemail and email systems are prohibited from retrieving or reading any voicemail or email sent to other employees without a direct request from the intended recipient.

All electronic records, including information sent via email or posted on the Internet reflects on the City, is public property, and must be retained according to the City's retention schedule and disclosed pursuant to the state's Public Records Act. To ensure compliance, old or unneeded emails, such as informal messages with no retention value (meetings notices, reminders, telephone messages, and informal notes), should be deleted frequently; email that needs to be retained should be copied into a personal folder on the City's computer network.

All email communications must comply with City standards and policies as well as laws such as copyright protection. Exercise due caution when sending confidential or sensitive information electronically.

Employees must protect all system user identifications and passwords, along with voicemail PIN numbers and email account passwords, at all times. Individual passwords must not be printed or stored online. Individual passwords must not be shared with others, and users are prohibited from accessing any City computer system using another user's account or password.

Networked computer systems can easily spread computer viruses, and it is every employee's responsibility to exercise due caution to minimize the risk of viruses. Since email attachments are a common source of viruses, only those received from expected and known business sources may be opened. No external computer files may be downloaded without being properly scanned for viruses.

The City purchases licensed software for employee use for City business. All software must be installed by authorized employees per license agreement. Employees are prohibited from making a copy of software for personal use.

Employees are responsible for taking adequate measures to prevent damage, theft, or loss of City equipment. Laptop computers, in particular, are subject to damage, theft, or loss when removed from City offices.

Use of the City's information or data systems from a personal or company-owned computer through company-owned connections is subject to this policy, too. Use of personal computers to perform city business through non-city owned connections is also subject to the provisions of this policy and the provisions of the state's Public Records Act and records retention schedule.

Employees who abuse City equipment and computing resources are subject to disciplinary action. If these resources are used for purposes that violate federal or state laws, employees may be held legally accountable. City employees who learn of any misuse of software or related documentation within the organization shall immediately notify their immediate supervisors or department directors.

Questions or issues which arise from this policy should be directed to the Finance Director or CAO.

## **USE OF TELEPHONES AND WIRELESS HANDHELD COMMUNICATIONS DEVICES**

Personal use of the City's telephone system and wireless handheld devices is prohibited. Personal calls should be billed directly to the employee's home phone or personal credit card, with the exception of calls necessitated by unanticipated overtime or an emergency.

### ***City-Owned Wireless Handheld Communications Devices***

The City requires employees to use its cellular telephones and other wireless handheld communications devices safely while conducting City business. Employees who are issued such devices are expected to limit use of them while driving a City vehicle. Regardless of the circumstances, employees are strongly encouraged to pull off to the side of the road and safely stop the vehicle before placing or accepting a call. Employees are prohibited from placing themselves or others at risk to fulfill business needs.

If it is imperative to accept a call while driving, employees must use a hands-free device per state law. In positions that require regular driving and answering business calls, the City may provide hands-free equipment, if feasible.

Employees are prohibited from sending or receiving text messages via wireless handheld communications devices while operating a motor vehicle or performing a task.

### ***Personal Wireless Handheld Communications Devices***

Excessive personal calls and text messaging during the workday, regardless of the communications device used, can interfere with employee productivity and be distracting to others. The City encourages a reasonable standard of limiting personal use of personal wireless handheld devices to rest breaks and meal times. Employees are expected to keep their personal wireless handheld devices off or in silent mode during work hours. Flexibility will be provided in circumstances demanding immediate attention.

Employees are prohibited from using personal wireless devices while operating a City vehicle.

The City is not liable for the loss of personal wireless devices brought into the workplace.

# WORKPLACE HEALTH AND SAFETY

## EMPLOYEE SAFETY

The City complies with all applicable federal, state, and local health and safety regulations and is committed to providing a safe work environment in which employee exposure to accidental injury and occupational illness is reduced or eliminated. Employees are expected to comply with all federal, state, and local safety and health requirements. The City has a comprehensive accident prevention program—applicable to all employees—to recognize, evaluate, and control occupational safety and health hazards. The Safety and Health Committee assists management in communicating and evaluating workplace safety and health issues.

Employees have the following responsibilities to ensure the health and safety of themselves and coworkers.

- Understand and comply with the safety regulations and procedures.
- Coordinate and cooperate with all employees in attempts to eliminate accidents.
- Apply the principles of accident prevention in daily work, and use proper safety devices and protective equipment as required by the City.
- Properly care for all personal protective equipment.
- Promptly report all industrial injuries or occupational illnesses, regardless of severity, to their supervisors.
- Refrain from wearing torn or loose clothing while working around machinery.
- Refrain from using or being under the influence of drugs or alcohol during work hours.

The City furnishes required safety items—such as steel-toed boots, hard hats, vests, goggles, or gloves—to employees. Uniforms and clothing shall be worn and maintained in a neat and clean condition, at the employee's cost. The City may provide two uniforms per year, or it may rent uniforms to employees as necessary and required to perform their jobs.

## USE OF CITY VEHICLES

Employees who operate vehicles owned or leased by the City are required to maintain a valid Washington State driver's license. These employees must notify their supervisor immediately if they no longer have a valid Washington State driver's license. Failure to have a valid Washington State driver's license, if required for the position, may result in disciplinary action.

Employees may not use a vehicle owned or leased by the City for personal purposes, other than de minimis personal use (such as stopping for lunch during a business trip). When a City vehicle is not being used for City business, it shall be parked at a designated location.

Some City positions may receive a vehicle allowance, at the discretion of the CAO, to provide savings in vehicle costs by keeping the vehicle fleet at a minimum.

## **SUBSTANCE ABUSE**

The City strives to maintain a drug and alcohol-free workplace and provide a safe, healthy, and secure work environment for employees and people doing business with the City. The manufacture, distribution, dispensation, possession, use and/or sale of a controlled substance in the workplace and/or during work hours or breaks in the workday is strictly prohibited. Workplace includes City buildings, City-owned premises, public property, City-owned or City-approved vehicles used to perform City functions, including travel to and from the workplace. The workplace also includes activities performed by an employee, whether on City property or not, on City time on behalf of the City. Failure to comply with this policy may result in disciplinary action up to and including termination.

This policy applies to all City employees. City employees working in safety-sensitive positions, including those who are required to hold a commercial driver's license, are subject to additional rules and regulations imposed by the federal government as described in other personnel policies.

Employee are prohibited from reporting to work or remaining on duty while under the influence of unauthorized or illegal drugs and/or alcohol, including medically authorized or over-the-counter drugs that could impair safe work performance. Employees must report to supervisors their medical use of drugs or over-the-counter medications which can impair safe job performance. Management may require an opinion from a licensed medical practitioner as to whether the medication would impair job performance. Failure to report the medical use of such drugs or other substances or failure to provide proper medical authorization can result in disciplinary action up to and including termination.

### ***Reporting Requirements***

As a condition of continued employment, employees shall notify their supervisors of their convictions under any criminal drug or alcohol statute or ordinance for a violation occurring in the workplace as defined above. Such notification shall be provided no later than five calendar days after conviction. For purposes of this policy, the term "conviction" shall mean a finding of guilt, including a plea of nolo contendere, or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of federal, state, or municipal drug or alcohol statutes or ordinances. "Criminal drug statute or ordinance" means any federal, state, or municipal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance.

### ***Testing***

Employees may be subject to drug and/or alcohol testing when the City reasonably believes they are not fit for duty immediately prior to, during, or immediately after performing their job duties or while on City property. Referral for testing will be based on documented, observable facts. Referrals will be made by supervisory personnel who have received training concerning the signs and symptoms of drug and alcohol use.

Applicants for and employees in safety-sensitive positions are subject to additional testing as outlined in the *Drug and Alcohol Testing for Employees who Operate Commercial Motor Vehicles* policy.

### ***Disciplinary Action***

Appropriate disciplinary action will be taken when employees report to the workplace under the influence of a controlled substance or when their job performance is impaired because they are under the influence of drugs or alcohol on the job. The City may investigate as is necessary to verify the use of drugs or alcohol and the nature of the impairment of the employee's job performance. Such investigation may include the performance of drug tests where there is reasonable suspicion that drugs or alcohol have been used. Refusal to submit to drug testing may result in disciplinary action up to and including termination.

### ***Reinstatement***

As a condition of eligibility for reinstatement after an employee has been suspended or discharged for violating this policy, employees may be required to satisfactorily complete a drug or alcohol rehabilitation or treatment program approved by the City, at employees' expense. The City does not guarantee reinstatement of employees, nor does the City incur any financial obligation for treatment or rehabilitation ordered as a condition of eligibility for reinstatement.

### ***Employee Assistance Program***

The City supports employees who voluntarily seek treatment for alcohol or drug abuse. Employees are encouraged to seek treatment voluntarily and to use the employee assistance program. Employees who notify the City of alcohol or drug abuse problems will be given the assistance extended to employees with any other illness. Sick leave, vacation leave, or leave of absence without pay may be granted for treatment and rehabilitation as with other illnesses. Insurance coverage for treatment is provided to the extent of individual coverage.

### ***Confidentiality and Record Retention***

All records related to drug and alcohol testing will be maintained in the Human Resources office in a secure location with controlled access, and information may be released only to those people with a need to know, in compliance with all regulations regarding release of medical records. These records are kept in files separate from employees' general personnel records.

## **DRUG AND ALCOHOL REQUIREMENTS AND TESTING FOR EMPLOYEES WHO OPERATE COMMERCIAL MOTOR VEHICLES**

All City employees are covered by the City's *Substance Abuse* policy; however, the *Drug And Alcohol Requirements and Testing for Employees Who Operate Commercial Motor Vehicles* policy establishes an additional compulsory drug and alcohol compliance and testing program as a condition of employment for employees required to have a commercial driver's license to perform their job duties. This policy complies with regulations issued by the U.S. Department of Transportation and Federal Highway Administration covering employees in safety-sensitive positions, including those required to hold commercial driver's licenses. All questions regarding this policy should be directed to the Assistant Human Resources Director.

### ***Effects of Alcohol and Controlled Substances***

The City will provide on-going training to employees about the adverse affects of substance abuse and will provide supervisors with information and procedures to recognize and deal with substance abuse in the workplace. Training for employees will include the provisions of this policy, consequences of prohibited behaviors, testing requirements and procedures, and effects of alcohol and drug use on an individual's health and work environment. Training for supervisors and managers responsible to determine reasonable suspicion of alcohol or drug use will include the provisions of this policy and related procedures and additional training about indicators of probable misuse of drugs.

### ***Prohibited Behavior***

Employees are required to comply with federal and state law, including not engaging in the following prohibited behaviors:

- Consuming alcohol while on duty.
- Operating a commercial vehicle within four hours after using alcohol. On-call employees who consume alcohol within four hours of being called in must acknowledge the use of alcohol and may not report for duty.
- Consuming alcohol within eight hours following an accident or until a post-accident alcohol test is given, whichever comes first.
- Reporting for duty or remaining on duty while having an alcohol concentration of 0.04 or more.
- Reporting for duty when using a controlled substance, except when the use is at the instruction of a physician who has advised the employee that the substance does not adversely affect their ability to safely operate a commercial motor vehicle. Employees who are taking a prescription or over-the-counter medication that may impair their ability to perform their duties safely and effectively should provide written notice from their physician or pharmacist with respect to the effects of such substances.

## ***Testing Procedures***

The City is a member of the Association of Washington Cities Drug and Alcohol Testing Consortium, which administers this testing program. The consortium contracts with Virginia Mason to conduct the testing services, provide the testing laboratory services, arrange the testing collection sites, and provide the medical review officer functions. The services of a substance abuse professional are available for employees with positive test results. A description of the complete testing protocol is available from the Human Resources office.

## ***Testing***

There are six circumstances in which this policy requires testing employees for drug or alcohol use.

- *Pre-employment*: Applicants applying for positions covered by this policy must pass a drug test as a post-offer condition of employment.
- *Random*: Employees are subject to random, unannounced alcohol and drug testing.
- *Reasonable Suspicion*: Employees shall submit to a drug and/or alcohol test when the City reasonably suspects that this policy may have been or is presently being violated. Referrals for testing will be based on contemporaneous, articulable observations made by supervisory personnel who have received training concerning the signs and symptoms of drug and alcohol use.

Alcohol testing for reasonable suspicion may only be conducted just before, during, or after an employee operates a commercial motor vehicle. If removed from duty based on reasonable suspicion of alcohol use, and an alcohol test is not administered within eight hours, the employee will not be allowed to perform or continue to perform covered functions until either an alcohol test is administered and the driver's breath alcohol concentration measures less than 0.02 or 24 hours have elapsed following the determination that there is reasonable suspicion to believe that the employee has violated this policy concerning the use of alcohol.

- *Post-Accident* : Following an accident (as defined in this policy) involving a commercial motor vehicle, the driver is required to submit to alcohol and drug tests when the driver receives a citation under state or local law for a moving traffic violation or where a fatality occurs as a result of the accident. Testing should occur as soon as possible but may not exceed eight hours after the accident for alcohol testing and 32 hours after the accident for drug testing. Drivers who are subject to post-accident testing must remain readily available for such testing and may not take any action to interfere with testing or the results of testing. Drivers who do not comply with post-accident testing requirements will be considered to have refused to submit to testing and will be subject to sanctions for refusal to test.
- *Return to Duty*: Employees who have violated this policy, including those who have tested positive on a drug or alcohol test, and who under the discipline policy are allowed to return to work, must test negative prior to being released for duty.

- Follow-up: Employees who are referred for assistance related to alcohol misuse and/or use of drugs are subject to unannounced follow-up testing for a period not to exceed 60 months as directed by a Substance Abuse Professional and the City. The number and frequency of follow-up tests will be determined by the Substance Abuse Professional and the City, but will not be less than six tests in the first 12 months following employees' return to duty.

Employees who test positive for drugs may request a second test of the remaining portion of the split sample within 72 hours of notification of a positive test result by the Medical Review Officer.

Alcohol concentration results of less than 0.02 are considered negative for purposes of this testing program. Pursuant to federal law, employees having a breath alcohol concentration of at least 0.02 but less than 0.04 shall be removed from duty requiring driving a commercial motor vehicle for at least 24 hours, and employees having a breath alcohol concentration of 0.04 or more shall be removed from duty requiring driving a commercial motor vehicle for at least 60 consecutive days.

### ***Definitions***

The following are definitions of some key words in this policy.

- Accident: An occurrence involving a commercial motor vehicle on a public road which results in: (1) a fatality, (2) bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident, or (3) one or more motor vehicles incurring disabling damage requiring the vehicle to be transported away from the scene by a tow truck or other vehicle.
- Driver: Employees whose positions may involve driving a commercial motor vehicle and that require the possession of a commercial driver's license.
- Commercial Motor Vehicle: A vehicle that either: (1) has a gross vehicle weight of over 26,000 pounds (including combined weight if towed unit weighs over 10,000 pounds), (2) is designed to transport 16 or more persons, including the driver, or (3) is used to transport hazardous materials.
- Drugs: Marijuana, cocaine, opiates, phencyclidine, and amphetamines.
- Medical Review Officer (MRO): Licensed physician responsible for receiving and interpreting laboratory results from the urine drug tests.
- Safety-sensitive Position: Positions associated with the driving of commercial motor vehicles.
- Substance Abuse Professional (SAP): Licensed physician, licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis

and treatment of alcohol and drug-related disorders. The SAP is responsible for evaluating employees with positive test results.

### ***Refusing to Submit to a Required Test***

Employees shall not refuse to submit to an alcohol or drug test as directed under this policy. Refusing to submit to a required test is considered the same as a positive test result. Refusing to submit to a required test includes, but is not limited to, the following actions.

- Leaving the scene of an accident without a valid reason before the tests have been conducted.
- Failing to immediately report to the collection site.
- Failing to remain at the collection site until the process is complete.
- Failing to provide sufficient quantities of breath, saliva, or urine for testing without a valid medical explanation.
- Failure to permit a monitored or observed urine collection.
- Interfering with the collection procedure.
- Tampering with or attempting to adulterate the specimen.
- Having a test result reported by the MRO as adulterated or substituted.

### ***Disciplinary Action***

Employees will be subject to appropriate disciplinary action, up to and including termination, if they test positive for drug or alcohol use or engage in prohibited behaviors as described in this policy. Employees will be advised of resources available to them to evaluate or resolve problems associated with drug use or alcohol misuse, regardless of disciplinary actions taken.

Even if employees are not terminated for violations of this policy, they will immediately be removed from duties requiring driving a commercial motor vehicle. They will not be permitted to return to work unless they have been evaluated by a qualified SAP, followed the rehabilitation prescribed, and they have a verified negative result on a return-to-duty alcohol and/or drug test.

Upon completion of a recommended rehabilitation program and successful return to work, employees will be subject to follow-up random testing for up to 60 months as recommended by the SAP and the City, with a minimum of six such unscheduled tests within the first twelve months of returning to duty.

### ***Information From Previous Employers***

Applicants for positions covered under this policy who have worked as drivers of commercial motor vehicles during the previous two years must authorize their previous employers to release their records of applicants' positive alcohol or drug tests or refusals to be tested to the

City. The City will make a good faith effort to obtain and review the information from prior employers within 14 days of new employees performing safety-sensitive duties for the first time.

If records from previous employers contain either positive test results or refusals to be tested within the past two years, job candidates and new employees are prohibited from driving commercial motor vehicles unless subsequent information indicates that an evaluation by a substance abuse professional was made and return-to-duty testing was administered. The City may provide job candidates and new employees with names of substance abuse professionals qualified to conduct return-to-duty testing; however, the cost of this testing will be paid by the job candidate or new employee.

### ***Employee Assistance Program***

The City supports employees who voluntarily seek treatment for alcohol or drug abuse. Employees are encouraged to seek treatment voluntarily and to use the employee assistance program. Employees who notify the City of alcohol or drug abuse problems will be given the assistance extended to employees with any other illness. Sick leave, vacation leave, or leave of absence without pay may be granted for treatment and rehabilitation as in other illnesses. Insurance coverage for treatment is provided to the extent of individual coverage.

Participation in drug and alcohol abuse programs, however, may not interfere with the tests required by these rules. For example, drivers may not identify themselves as unfit to drive after having been notified of a random or reasonable suspicion test and expect to avoid the consequences for a positive test or a refusal to test. Also, voluntarily seeking assistance does not excuse any failure to comply with all of the provisions of this policy or other City policies.

## **WORKPLACE VIOLENCE**

The City of Marysville strives to provide employees a safe and secure environment that is free from violence. The City does not tolerate workplace violence committed by or against employees, and any form of workplace violence will be acted upon immediately.

### ***Threat of Immediate Danger***

If employees or anyone else in the workplace are in immediate danger, they should move out of danger, call 911 immediately, and inform a supervisor or manager as soon as possible. If employees confront or encounter an armed or dangerous person, they should not attempt to challenge or disarm the individual. Employees should remain calm, make constant eye contact, and talk to the individual. If a supervisor can be safely notified of the need for assistance without endangering the safety of employees or others, such notice should be given. Otherwise, employees should cooperate and follow the instructions given.

Employees who believe that they or anyone else in the workplace may be a target for workplace violence must inform a supervisor as soon as possible. All reports of violence or

suspicion of violent behavior will be taken seriously, handled in a confidential manner, and information will be released on a need-to-know basis.

### ***Prohibited Conduct***

City employees are prohibited from engaging in any violent behavior towards others, with the exception of law enforcement officers who are acting in an official capacity. Prohibited conduct can include oral or written statements, gestures, or expressions that communicate in a direct or indirect manner an intent to engage in any of the conduct described below.

The following list of prohibited behaviors is not exclusive.

- Causing physical injury to another person.
- Making threatening remarks.
- Showing aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another individual to emotional distress.
- Intentionally damaging City property or property of another employee.
- Possessing a weapon while on City property or while on City business, except people engaged in law enforcement, military activities sponsored by the federal or state government, or anyone else who must carry a concealed weapon as part of their job duties.
- Intimidating or verbally or physically abusing another person.
- Committing acts motivated by or related to domestic violence.

### ***Reporting Procedures and Enforcement***

Employees who witness or are involved in a workplace violence situation must have as their first priority their own safety and the safety of those around them. The following procedures should be followed to the extent possible consistent with this goal.

- Employees must report potentially dangerous situations immediately. Employees who are subject to or observe violent behavior or threat of violent behavior, a firearm or other weapon, or other situation that appears to be potentially dangerous, must immediately report the action to their supervisor, manager, department director, or the Human Resources office. If the conduct involves the employee's supervisor or manager, then the employee must report the incident to another supervisor, manager, or Human Resources office.
- Employees who have obtained restraining or no contact orders against another person are to report this information to their supervisor, manager, department head, or the Human Resources office.
- Supervisors, managers, department directors, or the Human Resources staff will take immediate action to resolve workplace violence incidents. Reports of violence will be evaluated immediately and confidentially.

- The Human Resources staff will assist supervisors, managers, and department directors in investigating and preparing documentation for action concerning an incident of violent behavior. In some cases, a referral to the employee assistance program may also be appropriate. Employees who have information related to the investigation are required to participate, and failure to do so is cause for disciplinary action.
- Retaliation or attempted retaliation is a violation of this policy and is cause for disciplinary action up to and including termination. Acts of retaliation should be reported to department directors or the Assistant Human Resources Director.

Threats, threatening conduct, or other acts of aggression or violence in the workplace will not be tolerated. Employees who violate this policy will be subject to disciplinary action up to and including termination. Nonemployees engaged in violent acts on City premises will be reported to the proper authorities and fully prosecuted.

# OTHER PERSONNEL POLICIES AND PROGRAMS

## TRAVEL EXPENSES

Officers and employees of the City will be reimbursed for expenses incurred on behalf of the City during the performance of official duties as allowed by the Marysville Municipal Code. The City does not reimburse or compensate employees for time or expenses incurred in commuting to or from employees' homes to their workplaces.

## EMPLOYEE APPRECIATION AND RECOGNITION

The City of Marysville recognizes that its employees are its most important asset and resource for providing high quality public services to the citizens of Marysville. The City appreciates and recognizes the value of exceptional employee performance that contributes to improved service, quality, productivity, and/or employee actions that are beneficial to the community. The City also recognizes the tradition of hard and often exemplary work and dedication to public service among its employees. The employee appreciation and recognition program provides a means of honoring employees, both individuals and teams, for years of service, exceptional performance, and behavior both in the workplace and community.

Employees, managers, and citizens may nominate an employee (or group of employees) for recognition at any time. Nominations for awards will be made public. Written nominations, stating the positive contribution(s) of the employee are submitted to department directors. Department directors present and discuss nominations with the Selection Committee. The Selection Committee—comprised of City employees representing several departments, varying levels of the organization, and both represented and nonrepresented employees--reviews the nominations and makes recommendations to the CAO for consideration and action. The Mayor and CAO make final decisions to recognize employees under this program.

Awards are usually presented at department staff meetings and/or City Council meetings. City employees and City Councilmembers will be invited to attend appreciation or award events at the City's expense. Employees' spouses, guests, and interested citizens will be invited to attend at their own expense. Awards recipients will be announced, and award presentations will be publicized.

The Mayor and CAO may, at their discretion, present individual employees with a gift or gift certificate or a group of employees with a group-oriented recognition such as a pizza lunch or ice cream feed.

This program is designed to recognize a wide variety of employee achievements, employee team efforts, and contributions made by individuals to the successful operation of City services. Individuals and teams are eligible to receive recognition in the following categories. Other categories of awards may be added or eliminated as deemed appropriate by the Selection

Committee. The Selection Committee will determine and announce criteria for additional categories.

- *Recognition of Continuous Service*: Regular status employees will be recognized for their years of service for the City and receive a service award for completing 5, 10, 15, 20, 25, 30, 35, 40, and 45 years of service.
- *Recognition of Retirement*: An employee retiring from service with the City of Marysville may receive this award.
- *Safety Award*: Employees may be recognized for excellent safety records and/or acts that result in an improved City safety program.
- *Excellence in Public Service*:
  - Extraordinary effort and/or continuous excellence in service to the public.
  - Implementation of innovative and practical new work methods, programs, or cost-saving solutions that have a substantial impact on improving service and efficiency.
  - Outstanding professionalism and competence in completion or implementation of a project with significant benefit to the community or City.
  - Consistent and outstanding performance at work (that is, employee regularly finds “better-ways-to-do-it,” is a problem solver, expediter, assists others do their jobs better, or serves as mentor, teacher, or role model for others).
  - Exceptional community volunteerism with a positive impact on the lives of others.
  - Heroism in response to an emergency situation.
  - Other meritorious performance or actions of a similar nature.

The employee appreciation and recognition program is funded in the budget for human resources programs, and all City expenditures for employee appreciation and recognition activities must come from funds appropriated in the current budget. Purchases and all other related accounting activities must comply with applicable City procedures for City-funded activities.

CITY OF MARYSVILLE  
Marysville, Washington

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY OF MARYSVILLE REPEALING  
RESOLUTION NO. 1565 AND CREATING A NEW GRIEVANCE  
PROCEDURE UNDER THE AMERICANS WITH DISABILITIES ACT.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE,  
WASHINGTON, AS FOLLOWS:

Section 1. Resolution No.1565 is hereby repealed.

Section 2. The following grievance procedure under the Americans with Disabilities Act  
is hereby adopted;

**City of Marysville  
Grievance Procedure under  
The Americans with Disabilities Act**

This Grievance Procedure is established to meet the requirements of the Americans  
with Disabilities Act of 1990 (“ADA”). It may be used by anyone who wishes to file a  
complaint alleging discrimination on the basis of disability in the provision of services,  
activities, programs, or benefits by the City of Marysville. The City of Marysville  
Personnel Rules governs employment-related complaints of disability discrimination.

The complaint should be in writing and contain information about the alleged  
discrimination such as name, address, phone number of complainant and location, date  
and description of the problem. Alternative means of filing complaints, such as personal  
interviews or a tape recording of the complaint will be made available for persons with  
disabilities upon request.

The complaint should be submitted by the grievant and/or his/her designee as soon as  
possible but no later than 30 calendar days after the alleged violation to:

Kristie Guy, Assistant Human Resources Director  
City of Marysville  
1049 State Avenue  
Marysville, WA 98270  
(360)363-8084  
[kGuy@marysvillewa.gov](mailto:kGuy@marysvillewa.gov)

Within 30 calendar days after receipt of the complaint, the Assistant Human Resources  
Director or his/her designee will investigate the complaint and will meet with the

complainant to discuss the complaint and the possible resolutions. Within 15 calendar days of the meeting, the Assistant Human Resources Director or his/her designee will respond in writing, and where appropriate, in a format accessible to the complainant, such as large print, Braille, or audio tape. The response will explain the position of City of Marysville and offer options for substantive resolution of the complaint.

If the response by the Assistant Human Resources Director or his/her designee does not satisfactorily resolve the issue, the complainant and/or his/her designee may appeal the decision within 15 calendar days after receipt of the response to the City of Marysville Chief Administrative Officer or his/her designee.

Within 30 calendar days after receipt of the appeal, the Chief Administrative Officer or his/her designee will meet with the complainant to discuss the complaint and possible resolutions. Within 15 calendar days after the meeting, the Chief Administrative Officer or his/her designee will respond in writing, and, where appropriate, in a format accessible to the complainant, with a final resolution of the complaint.

All written complaints received by the Assistant Human Resources Director or his/her designee or appeals to the Chief Administrative Officer or his/her designee and responses from these two offices will be permanently stored by the City of Marysville.

Adopted by the Marysville City Council and APPROVED by the Mayor, this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

CITY OF MARYSVILLE

By \_\_\_\_\_  
Dennis L. Kendall, MAYOR

ATTEST:

By \_\_\_\_\_  
Tracy Jeffries, CITY CLERK

Approved as to form:

By \_\_\_\_\_  
Grant Weed, CITY ATTORNEY