

Marysville City Council Meeting

January 24, 2011

7:00 p.m.

City Hall

Call to Order

Invocation/Pledge of Allegiance

Roll Call

Committee Report

Presentations

- A. Employee Service Awards

Audience Participation

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

- 1. Approval of January 3, 2011 City Council Work Session Minutes
- 2. Approval of January 10, 2011 City Council Meeting Minutes

Consent

- 3. Approval of January 12, 2011 Claims in the Amount of \$1,461,931.56; Paid by Check Number's 67653 through 67689.
- 4. Approval of December 31, 2010 Claims in the Amount of \$549,051.09; Paid by Check Number's 67690 through 67810

Review Bids

Public Hearings

New Business

- 5. Interlocal Agreement between the Cities of Arlington, Lake Stevens, Marysville and Snohomish, for the North Snohomish County Regional Special Weapons and Tactics (SWAT)/Crisis Negotiating (CNT) Team

Legal

Mayor's Business

- 6. Reappointment to Parks and Recreation Board; Mike Elmore and Katherine Smith

Staff Business

Call on Councilmembers

Marysville City Council Meeting

January 24, 2011

7:00 p.m.

City Hall

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 the City Clerk's Office 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.



Work Session
January 3, 2011

Call to Order / Pledge of Allegiance

Mayor Nehring called the meeting to order at 7:02 p.m. and led those present in the Pledge of Allegiance.

Roll Call

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

Mayor: Jon Nehring

Council: Lee Phillips, Carmen Rasmussen, Jeff Seibert, John Soriano, Michael Stevens, Jeff Vaughan, and Donna Wright

Absent: None

Also Present: Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Commander Robb Lamoureux, City Attorney Grant Weed, Public Works Director Kevin Nielsen, Parks and Recreation Director Jim Ballew, Recording Secretary Laurie Hugdahl.

Committee Reports - None

Presentations

Discussion Items

Approval of Minutes

1. Approval of December 6, 2010 City Council Work Session Minutes.
2. Approval of December 13, 2010 City Council Meeting Minutes.

Consent

3. Approval of December 15, 2010 Claims in the Amount of \$1,628,977.58; Paid by Check Number's 67084 through 67253 with Check Number 64765 Voided.
4. Approval of December 22, 2010 Claims in the Amount of \$302,866.32; Paid by Check Number's 67254 through 67402 with Check Number 66389 Voided.
5. Approval of December 29, 2010 Claims in the Amount of \$345,850.35; Paid by Check Number's 67403 through 67562.
6. Approval of the December 20, 2010 Payroll in the Amount of \$1,020,085.87; Paid by Check Number's 23798 through 23839.

Review Bids

Public Hearings

New Business

7. Fifth Amendment to Interlocal Agreement for Municipal Court Services between the City of Marysville and the City of Lake Stevens Increasing Filing Fees to \$110.00 for Criminal Citations.

Gloria Hirashima commented that they looked at the fees and are recommending increasing fees for criminal citations for Lake Stevens from \$90 to \$110. They will be coming back with an agreement for Arlington for the same rate at the next meeting.

8. An Ordinance of the City of Marysville Rescinding Ordinance 2838 Relating to Levying Regular Taxes Upon All Property Real, Personal and Utility Subject to Taxation within the Corporate Limits of the City of Marysville, Washington for the Year 2011 and Levying Taxes in Addition to the Regular Property Tax for Payment of Debt Service on the City's Unlimited General Obligation Bond, 1986 and Refunded in 1996.

City Attorney Grant Weed explained that the need for this ordinance repealing Ordinance 2838.

Motion made by Councilmember Wright, seconded by Councilmember Phillips, to suspend normal rules and allow motion on this tonight. Motion passed unanimously (7-0).

Councilmember Rasmussen clarified that she is actually in favor of taking the 1% banked capacity, but she will vote in favor of this motion tonight in order to uphold the prior decision by the rest of the council.

Motion made by Councilmember Seibert, seconded by Councilmember Wright, to adopt Ordinance No. 2850. Motion passed unanimously (7-0).

Legal

Mayor's Business

9. Salary Commission Reappointment; Kamille Norton

Mayor's Other Business:

- Play It Again Sports ribbon-cutting went very well. They are already doing a good business.
- There will be a Cedar Grove meeting on Wednesday at 5 p.m. in Council Chambers. The meeting will involve the Puget Sound Clean Air Agency and Snohomish County Health District.
- He wished everyone Happy New Year.

Staff Business:

Commander Lamoureux wished everyone Happy New Year and reviewed some activity that happened over the holidays.

Sandy Langdon commented that they are keeping an eye on several bills at the legislature. She wished everyone a Happy New Year.

Kevin Nielsen:

- Public Works Committee meeting will be held this Friday at 2 p.m.
- Public Works is working to come up with a potholes standard.
- He compared the excellent level of service that Marysville has during snow events to the lack of service on local roads in Montana.

Jim Ballew:

- Tree-cycling at Strawberry Fields will be happening this weekend from 8 to 4.
- He gave an update regarding online registration. It has been extremely successful.
- Today was the first day that they tried to close for lunch. This will take some time for people to get used to.
- Crews will start taking down the holiday decorations.
- Happy New Year.

Grant Weed stated the need for an Executive Session to discuss 7 items - 4 potential litigation items, 2 labor negotiations items, and 1 lease of real property. No action was requested and it was expected to take 45 minutes total. He wished everyone a Happy New Year.

Gloria Hirashima had no further business.

Call on Councilmembers:

Michael Stevens commented that he is very pleased with the Play It Again Sports in town.

Carmen Rasmussen had no comments.

Jeff Vaughan had no comments.

Donna Wright mentioned a complaint she had received from a citizen about the condition of a neighbor's yard. CAO Hirashima explained that staff also received the complaint and will be responding to the email. Councilmember Wright noted that she received another email about a stormwater charge issue. Director Nielsen commented that staff is in contact with them.

Lee Phillips had no comments.

John Soriano wished everyone a Happy New Year.

Jeff Seibert wished everyone a Happy New Year and commented that the de-icing seems to be going well.

Council recessed at 8:30 for five minutes before reconvening for Executive Session at 8:35 p.m.

Executive Session

- A. Litigation – four potential litigation items pursuant to RCW 42.30.110(1)(i)
- B. Personnel – two labor negotiation items pursuant to RCW 42.30.140 (4)(a)
- C. Real Estate - one lease of real property pursuant to RCW 42.30.110 (1)(c)

Motion made by Councilmember Seibert to extend the Executive Session for 30 minutes. **Motion** seconded by Councilmember Rasmussen. Motion passed unanimously (7-0).

Motion made by Councilmember Seibert to extend the Executive Session for 5 minutes. **Motion** seconded by Councilmember Rasmussen. Motion passed unanimously (7-0).

Adjournment

Seeing no further business Mayor Nehring adjourned the meeting at 9:55 p.m.

Approved this _____ day of _____, 2011.

DRAFT

Mayor
Jon Nehring

April O'Brien
Deputy City Clerk

Call to Order/Pledge of Allegiance/Roll Call	7:00 p.m.
Presentations	
Volunteer of the Month - Given Kutz	Recognized
Approval of Minutes	
Approval of December 6, 2010 City Council Work Session Minutes	Approved
Approval of December 13, 2010 City Council Meeting Minutes	Approved
Consent Agenda	
Approval of December 15, 2010 Claims in the Amount of \$1,628,977.58; Paid by Check Number's 67084 through 67253 with Check Number 64765 Voided	Approved
Approval of December 22, 2010 Claims in the Amount of \$302,866.32; Paid by Check Number's 67254 through 67402 with Check Number 66389 Voided	Approved
Approval of December 29, 2010 Claims in the Amount of \$345,850.35; Paid by Check Number's 67403 through 67562	Approved
Approval of the December 20, 2010 Payroll in the Amount of \$1,020,085.87; Paid by Check Number's 23798 through 23839	Approved
Authorize the Mayor to Sign the Fifth Amendment to Interlocal Agreement for Municipal Court Services between the City of Marysville and the City of Lake Stevens Increasing Filing Fees to \$110.00 for Criminal Citations	Approved
Approval of the January 5, 2011 Payroll in the Amount of \$1,396,070.65; Paid by Check Number's 23840 through 23884	Approved
Approval of the January 5, 2011 Claims in the Amount of \$28,278.10; Paid by Check Number's 67644 through 67652	Approved
Approval of the December 30, 2010 Claims in the Amount of \$222,915.04; Paid by Check Number's 67563 through 67643	Approved
New Business	
Cedarcrest Municipal Golf Course Restaurant Lease Agreement	Approved
Mayor's Business	
Approve the re-appointment of Kamille Norton to the Salary Commission.	
Approve the appointment of Mary Shivvers to the Marysville Library Board.	
Approve the appointment of Nathan Shelby to the Marysville Library Board.	
Approve the appointment of Mary Shivvers to the Salary Commission.	
Staff Business	
Call on Councilmembers	
Adjournment	8:37



Regular Meeting
January 10, 2011

Call to Order / Pledge of Allegiance

Mayor Nehring called the meeting to order at 7:00 p.m. and led those present in the Pledge of Allegiance. The invocation was given by Steve Swanson from Vital Signs Ministries at Mission Beach.

Roll Call

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

Mayor: Jon Nehring

Council: Lee Phillips, Carmen Rasmussen, Jeff Seibert, John Soriano, Michael Stevens, Jeff Vaughan, and Donna Wright

Absent: None

Also Present: Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Police Chief Rick Smith, City Attorney Grant Weed, Public Works Director Kevin Nielsen, Parks and Recreation Director Jim Ballew, Court Administrator Suzanne Elsner, Recording Secretary Laurie Hugdahl.

Committee Reports:

Councilmember Seibert reported on the January 7 Public Works Committee Meeting were the following items were discussed:

- Transportation projects update
- Potholes repair standards
- Public Works yard analysis that Gray and Osborne is doing
- Change in boundary for water due to increased fees from Everett
- Public Works management system which allows city to track all of the work that has been done in the city

Presentations

A. Volunteer of the Month

Given Kutz was recognized as the Volunteer of the Month for December 2010. Mayor Nehring recognized Mr. Kutz's remarkable contribution as a tutor and general volunteer at Liberty Elementary School.

Audience Participation

Ronald Pruitt, 14622 77th Ave Court East, Puyallup - homeowner at 3522 122nd Street NE, Marysville, stated that he is trying to provide a service to a Section 8 family in this rental home and discussed issues related to lack of garbage collection due to nonpayment by the renters. He requested a pardon on the \$622 garbage bill that he had to pay when he already paid to have the trash hauled away. He feels like he is being double-billed for this.

Finance Director Sandy Langdon explained that the code says that when the City cuts off collection they do continue to bill. Councilmember Wright asked Mr. Pruitt if he received a notice as the property owner. He said he did and he contacted the housing authority and the tenant to try to work it out. Finance Director Langdon took down his information and recommended that he use the city's appeal process to address the bill.

Approval of Minutes

1. Approval of December 6, 2010 City Council Work Session Minutes

Councilmember Rasmussen referred to page 8 of 9 and indicated that her comments should be corrected to reflect that she "thoroughly enjoyed the ~~snow~~ **parade** and the weekend event."

Councilmember Stevens referred to page 8 of 9 and requested that the second sentence under the second bullet under his name be amended to read: "~~He~~ **Representative Hope** was very intrigued . . ."

Motion made by Councilmember Seibert, seconded by Councilmember Wright, to approve the December 6 Work Session minutes as amended. **Motion** passed unanimously (7-0).

2. Approval of December 13, 2010 City Council Meeting Minutes

Motion made by Councilmember Vaughan, seconded by Councilmember Stevens, to approve the December 13, 2010 City Council meeting minutes as presented. **Motion** passed unanimously (7-0).

Consent

Councilmember Soriano requested that Item 12 be removed from the Consent Agenda.

3. Approval of December 15, 2010 Claims in the Amount of \$1,628,977.58; Paid by Check Number's 67084 through 67253 with Check Number 64765 Voided
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5. Approval of December 29, 2010 Claims in the Amount of \$345,850.35; Paid by Check Number's 67403 through 67562
6. Approval of the December 20, 2010 Payroll in the Amount of \$1,020,085.87; Paid by Check Number's 23798 through 23839
7. Authorize the Mayor to Sign the Fifth Amendment to Interlocal Agreement for Municipal Court Services between the City of Marysville and the City of Lake Stevens Increasing Filing Fees to \$110.00 for Criminal Citations
11. Approval of the January 5, 2011 Payroll in the Amount of \$1,396,070.65; Paid by Check Number's 23840 through 23884
13. Approval of the January 5, 2011 Claims in the Amount of \$28,278.10; Paid by Check Number's 67644 through 67652

Motion made by Councilmember Rasmussen, seconded by Councilmember Soriano, to approve the consent agenda. **Motion** passed unanimously (7-0).

12. Approval of the December 30, 2010 Claims in the Amount of \$222,915.04; Paid by Check Number's 67563 through 67643

Councilmember Soriano referred to page 12-3, the billing for City of Everett Animal Shelter, asked if this is a quarterly or monthly billing. Chief Smith stated that it is a monthly bill.

Motion made by Councilmember Soriano, seconded by Councilmember Wright, to approve the claims under tab 12. **Motion** passed unanimously (7-0).

Review Bids - None

Public Hearings - None

New Business

10. Cedarcrest Municipal Golf Course Restaurant Lease Agreement

CAO Hirashima stated that this is a restaurant lease agreement for the golf course. The City went through the RFP and interview process with a committee and selected HARRAD, LLC. She reviewed details of the final version of the agreement.

Motion made by Councilmember Wright, seconded by Councilmember Seibert, to approve the Cedarcrest Municipal Golf Course Restaurant Agreement. **Motion** passed unanimously (7-0).

Legal - None

Mayor's Business

9. Salary Commission Reappointment; Kamille Norton

Motion made by Councilmember Vaughan, seconded by Councilmember Seibert, to approve the appointment of Kamille Norton to the Salary Commission. **Motion** passed unanimously (7-0).

14. Library Board Appointment; Mary Shivvers

Motion made by Councilmember Stevens, seconded by Councilmember Rasmussen, to approve the appointment of Mary Shivvers to the Marysville Library Board. **Motion** passed unanimously (7-0).

15. Library Board Appointment; Nathan Shelby

Motion made by Councilmember Wright, seconded by Councilmember Soriano, to approve the appointment of Nathan Shelby to the Marysville Library Board. **Motion** passed unanimously (7-0).

17. Salary Commission Appointment; Mary Shivvers

Motion made by Councilmember Wright, seconded by Councilmember Seibert, to approve the appointment of Mary Shivvers to the Salary Commission. **Motion** passed unanimously (7-0).

Other items:

- Mayor Nehring He thanked Representative Dunshee for hosting the meeting with Puget Sound Clean Air and the Department of Health regarding the Cedar Grove matter. He also appreciated the citizens group for coming out.

- He reported that Caldie Rogers from the Chambers had asked if members of the Government Affairs Committee could meet with the Chamber on a somewhat regular basis.
- He congratulated Commander Mark Blankenship from the Marysville Pilchuck High School NJROTC Program who has received a full-ride scholarship to the naval academy worth about \$400,000.

Staff Business

16. 2011 Budget Impacts

Executive Department was reviewed by CAO Hirashima

Personnel Reductions: Elimination of two Program Clerk floater positions; Community Development Director position being covered by Gloria Hirashima for 2010-2011 rather than refilling the position; eliminated a Human Resources Specialist position in the HR department.

Operational changes:

- The *Messenger* – re-bid and changed the printing to newsprint, cutting printing costs; redesigning the website and going to offsite web hosting which will save money; cut background music from government channel; hosting more meetings at city and school facilities rather than renting more expensive off-site spaces; hosting training at city facilities rather than sending employees off-site or out of city to training
- All line items are being carefully reviewed; reductions travel and memberships
- City-owned properties - pursuing leases on city-owned buildings and properties as interim use until city campus plan is funded
- Risk management - more aggressively pursuing cost recovery for damage to city properties from third parties

Finance was reviewed by Sandy Langdon

Accounting Services:

- Laid off one accounting technician
- Moved claims deadline from Friday to Wednesday
- Potential for claims to move from weekly to bi-weekly
- Eliminated double audit of requisitions
- Moved reporting to clerk's office
- Moved telephone bill processing to IS
- Delayed P-card implementation
- Revised cost allocation formulas
- Eliminated Financial Advisor retainer
- Review sales tax audit - contract or internal
- Continue review for cost savings

City Clerk:

- Laid off Assistant Administrative Services Director
- Eliminated passport services
- Moved copier/printer account management to IS
- Continuing to work on contract tracking to assist with contract compliance

Information Services:

- Eliminated Computer Technician II
- Revised computer replacement schedule to reduce replacement costs
- Implemented on-line help desk to manage requests more effectively
- Installed more on-line help manuals

Utility Billing:

- Reduced hours
- Reduced bank rate for credit card transactions - savings 50%
- Plan to review bill printing services for savings - i.e. e-bill
- Plan to review policies for more efficiency and effectiveness

She also reviewed the utility billing activity tracking data, the budget history and FTE history by department over the past five years.

Police was reviewed by Chief Smith

Objectives:

- Provide sufficient staffing for peak call load times
- Maximize use of budgeted overtime
- Maintain strong crime suppression initiatives
- Enhance regional jail initiatives/partnerships to implement cost-saving measures and maximize revenue opportunities

Redeployment:

- Reduced day and night shifts to 1 sergeant and 5 officers
- Added two overlap shifts with 1 sergeant and 3 officers
- Traffic Unit - redeployed into patrol
- Redeployed training sergeant into patrol
- Reduced detectives by one - redeployed into patrol

Jail initiatives:

- Transition to 90-day detention facility
- Transition from Whatcom to Snohomish County Jail for transportation services
- Reciprocal Transportation Agreement with Snohomish County.
- Warrant Confirmation changes when being held on new charges
- Alternatives to sentencing

Municipal Courts were reviewed by Judges Laurie Towers and Fred Gillings:

Impacts of 2011 staff reduction from 16 to 11 employees:

- Ratio of personnel to filings is now outside the recommended Administrative Office of the Courts' standards which recommended one full time employee for each 1,548 filings.
- 2 full-time EHM/Custody officers housed at the courthouse
- Increased number of phone calls per clerk
- Facility closure during lunch
- Changes to probation reviews

Budget Considerations:

- Reduced budget for pro-tem services
- Increased US bankruptcy fees
- Imposed facility use fee with Alliance One
- Security contract savings
- Increased filing fees for Arlington/lake Stevens
- Changes to collection practices
- Changes to probation reviews

Councilmember Rasmussen asked why the police officers used in the courts weren't included when they do the calculation of staff per filing. Suzy Elsner explained that only the program specialists are included in the calculations for the standards.

Public Works was reviewed by Kevin Nielsen

Streets Division:

- Roads prioritized for maintenance and repair
- No yearly budget allocation for overlays
- Personnel will be loaned to Parks Department to help with maintaining a level of standards acceptable to the City
- Right-of-Way maintenance is a primary focus for 2011 including litter control.

Sanding/Snow Removal - Cost savings for snow and ice removal material costs; Shift changes/limited overtime

Water Division - Water boundary change; Offsets rate increases

Sanitation Division – Due to annexation there is an increase in commercial and residential customers with no increase in staff.

Wastewater Division:

- Maintenance
 - Lower dissolved oxygen
 - Power savings
- Reduced UV power consumption during low flow months (4 months)
- Reduced chemical consumption with last year's capital improvements

Engineering Division:

- Design on capital projects being completed in-house
- Surveys being completed in-house
- Comprehensive Sewer Plan update completed in-house
- Monitoring of permit requirements being done in-house

Parks and Recreation by Jim Ballew:

Personnel:

- Reclassification of Senior Center Manager to Recreation Coordinator
- Elimination of Parks Maintenance positions
- Elimination of Program Clerk position
- Staffing reduction in seasonal maintenance and recreation positions
- Golf Course Manager position and Golf Maintenance Worker II position eliminated
- Golf course administration transferred to parks and recreation
- Parks Maintenance Manager shift changed to Tuesday through Saturday
- Parks Maintenance -- shifted to weekday format only

Annual programs discontinued:

- Senior picnic
- Community center potlucks
- All Comers Track Series
- Halloween Egg Hunt
- Trips and tours
- Reduction in Healthy Community events
- Athletic camps reduced
- Reduction of community-sponsored special events
- Summer concert and movie series presentations reduced

Other Impacts

- Hanging basket program discontinued
- Reduction in all maintenance and recreation operating budgets
- Mowing frequencies will be reduced
- Pavilion and BBQ facility rentals reduced to single events
- Reduction in professional services
- Reduction in staff support for special events
- Volunteer program events no longer supported by weekend staff
- Conversion of Ken Baxter Senior Center to Community Center facility
- Healthy Community funding to be supported by PHC/The Y Grant
- Office closure at lunch hour for parks administration
- Office closures during holidays
- Reductions in all operating line item budgets

Revenue Adjustments

- Instructor contracts revised with fee increases 2011
- Increase league fees

- Sponsorship solicitation increased
- Community Center program space re-allocated to increase revenue generation
- Increasing Independent Contractor Partnerships with local cities and school districts
- Increasing low-cost event schedule with private sector
- Transfer specialized camps to private operators with revenue sharing
- Seeking partnerships to assist in facility upgrades

Cedarcrest Golf Course:

- FTE Staff reduction
- Seasonal staff reduction
- Cross training and shared utilization of Parks/Golf personnel in all areas of course operations
- Course Mechanic to share time with Fleet Services
- Reduce expenditures in all areas of operations
- Redefine course layout to reduce maintenance
- Upgrade website and increase online presence & promotional programming
- Open restaurant and resume food and beverage service
- Increase revenue sources through new player programs
- Administrative planning team will oversee financial performance

Projects:

- Installation of irrigation system at Strawberry Fields will result in substantial reduction in man hours and utility costs
- Bayview Ridge Trail Installation

Seeking Private/Grant Funding for Jennings Barn update, neighborhood park equipment refurbishing, Rotary Ranch upgrade, Ken Baxter Community Center, and Qwuloolt Trail.

Community Development was reviewed by Gloria Hirashima:

Personnel reductions - Community Development Director, Business Office Manager, Building Inspector, Associate Planner, Part-time Program Specialist

Operating Impacts:

- Permit levels were extremely high while staffing levels have significantly decreased.
- In 2011 CD will be purchasing and implementing new permit system software to enable online permitting which will reduce application processing times for staff and public
- Support for long range projects through Planning Commission has been reduced

Mayor Nehring thanked the directors for putting the presentation together and thanked them and their staffs for pulling together to make this all happen.

Call on Councilmembers

Carmen Rasmussen stated that she might be late to the meeting next Tuesday because she will be coming from work.

Lee Phillips said that he wouldn't be able to make the meeting next Tuesday because of work.

John Soriano had no comments.

Michael Stevens had no comments.

Jeff Vaughan had no comments.

Donna Wright had no comments.

Jeff Seibert thanked directors and staff for the information they put together.

Adjournment

Seeing no further business Mayor Nehring adjourned the meeting at 8:37 p.m.

Approved this _____ day of _____, 2011.

Mayor
Jon Nehring

April O'Brien
Deputy City Clerk

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: January 24, 2011

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 **January 12, 2011** claims in the amount of **\$1,461,931.56** paid by **Check No.'s 67653 through 67689**.

COUNCIL ACTION:

BLANKET CERTIFICATION

CLAIMS
FOR
PERIOD-1

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 **\$1,461,931.56 PAID BY CHECK NO.'S 67653 THROUGH 67689** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

Sandy Lundgren

AUDITING OFFICER

11/10/11

DATE

MAYOR

DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **12TH DAY OF JANUARY 2011.**

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 1/7/2011 TO 1/12/2011

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
67653	AGRICULTURE, DEPT OF	PESTICIDE LICENSE RENEWAL-2011	PARK & RECREATION FAC	198.00
67654	ANDERSON, ELIZABETH	UB 831090000000 6731 73RD ST N	WATER/SEWER OPERATION	18.03
67655	BANK OF NEW YORK	ADMIN FEE MARWAT98	ENTERPRISE D/S	300.00
	BANK OF NEW YORK	ADMIN FEE MARGO96	PUBLIC SAFTEY	301.75
	BANK OF NEW YORK	ADMIN FEE MARLTGO07A	INTEREST & OTHER DEBT SE	301.75
	BANK OF NEW YORK	ADMIN FEE MARLTGO07T	GOLF DEBT SERVICE	301.75
67656	BELMARK PROPERTY MNG	REPAIR MATERIALS - GEDDES MARI	STORM DRAINAGE	60.46
67657	BLACK ROCK CABLE INC	I-NET TELEMETRY EXTENSION TO P	WATER FILTRATION PLANT	493.50
67658	BOB CROW REALTY	UB 100232000003 4723 89TH ST N	WATER/SEWER OPERATION	15.75
67659	BRAY REALTY	UB 760009000002 5609 71ST AVE	WATER/SEWER OPERATION	20.00
67660	BROWN, THOMAS L	UB 100650000000 8823 46TH DR N	WATER/SEWER OPERATION	24.98
67661	CARLSON, PAUL & LAUR	UB 523516000000 3516 174TH PL	WATER/SEWER OPERATION	16.11
67662	COOK PAGING	PAGER SERVICE	GENERAL SERVICES - OVERT	3.75
67663	COVAD COMMUNICATIONS	INTERNET SERVICES	COMPUTER SERVICES	262.75
67664	EVERTHING SPORTSMAN	REFUND DUPLICATE PAYMENT	GENL FUND BUS LIC & PERMI	50.00
67665	FDIC RECEIVERSHIP	UB 046503000000 6503 101ST PL	WATER/SEWER OPERATION	29.33
67666	HANNA, PATRICK	UB 890100000001 5321 77TH PL N	WATER/SEWER OPERATION	18.97
67667	LES SCHWAB TIRE CTR	BACKHOE STEER AXLE TIRE	EQUIPMENT RENTAL	317.19
67668	MARYSVILLE FIRE DIST	FIRE CONTROL/EMERGENCY AID SER	FIRE-GENL	223,268.21
	MARYSVILLE FIRE DIST		FIRE-GENL	622,650.42
67669	MARYSVILLE PRINTING	VALENTINE DANCE FLYERS	RECREATION SERVICES	52.54
	MARYSVILLE PRINTING		RECREATION SERVICES	195.48
67670	MICROFLEX INC	TAXTOOLS SALES TAX CONVERSION	FINANCE-GENL	300.00
67671	NEGRILLO, FLORIZEL M	UB 281500203001 12733 56TH DR	WATER/SEWER OPERATION	221.69
67672	PARTS STORE, THE	SPARK PLUGS, WIRE SET, DIST. C	EQUIPMENT RENTAL	49.83
	PARTS STORE, THE	SPOTLIGHT	EQUIPMENT RENTAL	376.14
67673	PETRABORG, LYNN	CLASS REFUND	PARKS-RECREATION	63.00
67674	POSTAL SERVICE	STANDARD MAIL FEE RENEWAL	EXECUTIVE ADMIN	185.00
67675	PUGET SOUND BUSINESS	SUBSCRIPTION RENEWAL	EXECUTIVE ADMIN	155.95
67676	REVENUE, DEPT OF	4TH QTR LEASEHOLD TAX 2010	WATER SERVICES	0.01
	REVENUE, DEPT OF		WATER SERVICES	0.23
	REVENUE, DEPT OF		GOLF ADMINISTRATION	577.80
	REVENUE, DEPT OF		GENERAL FUND	735.09
	REVENUE, DEPT OF		WATER/SEWER OPERATION	1,581.47
	REVENUE, DEPT OF		WATER SERVICES	4,577.34
67677	SNO CO TREASURER	CRIME VICTIM/WITNESS FUNDS	CRIME VICTIM	710.17
67678	SONITROL	SECURITY SERVICE - JANUARY 201	PUBLIC SAFETY FAC-GENL	93.00
	SONITROL		PARK & RECREATION FAC	122.00
	SONITROL		COMMUNITY CENTER	132.00
	SONITROL		WASTE WATER TREATMENT	232.33
	SONITROL		WATER FILTRATION PLANT	232.33
	SONITROL		ADMIN FACILITIES	308.00
	SONITROL		UTIL ADMIN	391.00
67679	TAIARIOL, JOSEPH M	UB 822110000000 7122 59TH DR N	WATER/SEWER OPERATION	163.15
67680	TEXTRON FINANCIAL	EZ GO CART LEASE	MAINTENANCE	435.00
67681	THYSSENKRUPP ELEVATO	PREVENTATIVE MAINT. - CITY HAL	ADMIN FACILITIES	182.85
	THYSSENKRUPP ELEVATO	PREVENTATIVE MAINT. - PSB	PUBLIC SAFETY FAC-GENL	182.85
67682	TULALIP CHAMBER	2011 MEMBERSHIP DUES	NON-DEPARTMENTAL	1,525.00
67683	WA STATE TREASURER	PUBLIC SAFETY & BLDG REVENUE	GENERAL FUND	864.00
	WA STATE TREASURER		GENERAL FUND	39,690.06
67684	WASHINGTON STATE UNV	PESTICIDE RECERT. CLASS	PARK & RECREATION FAC	50.00
	WASHINGTON STATE UNV		PARK & RECREATION FAC	300.00
67685	WASTE MANAGEMENT	ACCT. # 201-0059938-26677-4	PARK & RECREATION FAC	65.54
67686	WCIA	LIABILITY & PROPERTY PROGRAM-2	MUNICIPAL COURTS	1,115.69
	WCIA		SCHOOL RESOURCE DIVISIOI	2,231.38
	WCIA		ANIMAL CONTROL	2,231.38
	WCIA		CITY CLERK	2,789.23

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: January 24, 2011

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 **December 31, 2010** claims in the amount of **\$549,051.09** paid by **Check No.'s 67690 through 67810**.

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-13

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 **\$549,051.09 PAID BY CHECK NO.'S 67690 THROUGH 67810** 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 **31ST DAY OF DECEMBER 2010.**

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 1/13/2011 TO 1/13/2011**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
67690	ACCURINT	BACKGROUND INVESTIGATIONS	POLICE ADMINISTRATION	155.90
67691	ALDERMAN, ROY A	MILEAGE REIMBURSEMENT	UTIL ADMIN	59.00
67692	AMERICAN CLEANERS	DRY CLEANING SERVICES	POLICE PATROL	32.57
	AMERICAN CLEANERS		POLICE ADMINISTRATION	46.63
	AMERICAN CLEANERS		DETENTION & CORRECTION	48.84
	AMERICAN CLEANERS		OFFICE OPERATIONS	58.64
	AMERICAN CLEANERS		POLICE INVESTIGATION	195.02
67693	AMERICAN PLANNING	APA MEMBERSHIP - HIRASHIMA	COMMUNITY DEVELOPMENT-	515.00
67694	ANDES LAND SURVEY	PROFESSIONAL SERVICES	NON-DEPARTMENTAL	2,560.00
67695	ARAMARK UNIFORM	MECHANIC COVERALLS & SHOP TOWE	MAINTENANCE	12.00
	ARAMARK UNIFORM		MAINTENANCE	12.11
	ARAMARK UNIFORM		MAINTENANCE	12.33
	ARAMARK UNIFORM		MAINTENANCE	12.43
	ARAMARK UNIFORM	UNIFORM CLEANING	EQUIPMENT RENTAL	36.11
	ARAMARK UNIFORM		EQUIPMENT RENTAL	45.67
67696	ARLINGTON, CITY OF	4TH QTR 2010 SURFACE WATER REV	WATER/SEWER OPERATION	27,198.74
67697	ASHBACH,BRIAN CHARLE	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	93.75
	ASHBACH,BRIAN CHARLE		LEGAL - PUBLIC DEFENSE	125.00
67698	BELMARK PROPERTY MNG	GEDDES MARINA MANAGEMENT	STORM DRAINAGE	2,520.00
67699	BIG WEST EQUIP INC	DRUM ROLLER BROOM	STORM DRAINAGE	1,186.34
67700	BLUMENTHAL UNIFORMS	CREDIT - RETURN	POLICE PATROL	-102.63
	BLUMENTHAL UNIFORMS	UNIFORMS - NORRIS	POLICE PATROL	16.24
	BLUMENTHAL UNIFORMS	UNIFORM - NORRIS	POLICE PATROL	825.90
	BLUMENTHAL UNIFORMS	UNIFORM - YOUNG	POLICE PATROL	825.90
67701	BOYD, RAE	INMATE MEDICAL SERVICES	DETENTION & CORRECTION	2,055.00
67702	BRAKE AND CLUTCH	BRAKE DRUMS/SHOES	EQUIPMENT RENTAL	598.24
67703	BRK MANAGEMENT SRVCS	EHM FOR NOVEMBER	DETENTION & CORRECTION	2,549.50
67704	CARRS ACE	8' CLEAR TUBING	SOLID WASTE OPERATIONS	3.39
	CARRS ACE	10' PVC PIPE	PUMPING PLANT	7.05
	CARRS ACE	2' PVC VALVES, PLUG IN SWITCH	PUMPING PLANT	22.78
	CARRS ACE	GFI'S, ADAPTERS, FITTINGS/BUSH	PUMPING PLANT	110.66
67705	CEMEX	CONTAMINATED SOIL DUMP	WATER/SEWER OPERATION	-30.50
	CEMEX		STORM DRAINAGE	385.12
67706	CIC VALUATION GROUP	PROFESSIONAL SERVICES	GMA - STREET	5,000.00
67707	COLUMBIA PAINT	MISC. SUPPLIES - VAN #107	BUILDING MAINTENANCE	132.43
67708	COMCAST	CABLE - KBSCC	COMMUNITY CENTER	48.15
	COMCAST		COMMUNITY CENTER	48.15
67709	COMCAST	ANNUAL I-NET BILLING FOR 2009	CENTRAL SERVICES	13,724.84
67710	CONSOLIDATED ELECTRI	SCREWDRIVER	BUILDING MAINTENANCE	15.70
	CONSOLIDATED ELECTRI	REPLACEMENT LIGHT BULBS	PRO-SHOP	184.28
67711	CONSOLIDATED PRESS	WINTER/SPRING 2011 ACTIVITY GU	PARK & RECREATION FAC	500.00
	CONSOLIDATED PRESS		COMMUNITY CENTER	1,000.00
	CONSOLIDATED PRESS		EXECUTIVE ADMIN	1,830.75
	CONSOLIDATED PRESS		RECREATION SERVICES	1,934.80
67712	COOP SUPPLY	CAUTION TRIANGLE SIGNS	EQUIPMENT RENTAL	35.81
67713	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	1,993.45
67714	CORRECTIONS, DEPT OF	WORK CREW FOR NOVEMBER 2010	PARK & RECREATION FAC	387.45
67715	COSTLESS SENIOR SRVC	INMATE MEDICAL SUPPLIES	DETENTION & CORRECTION	199.94
67716	CRYSTAL SPRINGS	WATER & HOT/COLD COOLER RENTAL	WASTE WATER TREATMENT	81.62
67717	DAHL ELECTRIC INC	REPLACE PUMP CONTROL PANEL	SOURCE OF SUPPLY	4,716.50
67718	DICKS TOWING	TOWING EXPENSE - MP10-7966	POLICE PATROL	43.44
67719	DUNLAP INDUSTRIAL	ROTOR HAMMER - FACILITIES	BUILDING MAINTENANCE	234.78
	DUNLAP INDUSTRIAL	BATTERIES FOR CORDLESS SCREWDR	BUILDING MAINTENANCE	261.59
67720	E&E LUMBER	PARTS TO REPAIR KITCHEN SINK	COURT FACILITIES	6.92
	E&E LUMBER	JIGSAW BLADES & WOOD POLE	BUILDING MAINTENANCE	17.34
	E&E LUMBER	MISC. NAILS & MINI BAR	BUILDING MAINTENANCE	34.04
	E&E LUMBER	10# CEMENT, ADHESIVE	WASTE WATER TREATMENT	71.67

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 1/13/2011 TO 1/13/2011

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
67720	E&E LUMBER	MISC. SUPPLIES	ER&R	278.21
67721	EAST JORDAN IRON WOR	FRAME/GRATE	SEWER MAIN COLLECTION	223.73
67722	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	20.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	160.00
67723	ENVIRONMENTAL PRODUC	REPLACEMENT PARTS-VACTOR #244	WATER/SEWER OPERATION	-100.67
	ENVIRONMENTAL PRODUC		UTIL ADMIN	1,271.23
67724	EVERETT CARBONIC	CARBON DIOXIDE	WATER/SEWER OPERATION	75.35
67725	EVERETT STAMP WORKS	ELECTRICAL INSPECTION LABELS	COMMUNITY DEVELOPMENT-	1,560.74
67726	FASTENAL COMPANY	11-50# BAGS OF EXCEL	SNOW & ICE CONTROL	263.20
67727	FEDEX	SHIPPING EXPENSE	COMPUTER SERVICES	15.62
67728	FELDMAN & LEE P.S.	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	15,000.00
67729	FOOTJOY	SPECIAL ORDER - TRUCANO	GOLF COURSE	42.15
	FOOTJOY	SPECIAL ORDER-TINGELSTAD	GOLF COURSE	51.67
67730	FULLERTON & ASSOCIAT	PROFESSIONAL SERVICES	NON-DEPARTMENTAL	600.00
67731	G&H AUTO ELECTRIC	ALTERNATOR & BATTERY RETURN	EQUIPMENT RENTAL	77.40
	G&H AUTO ELECTRIC	BATTERY	EQUIPMENT RENTAL	206.29
67732	GARCIA, SYBIL	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
67733	GENERAL CHEMICAL	ALUMINUM SULFATE	WASTE WATER TREATMENT	3,285.71
	GENERAL CHEMICAL		WASTE WATER TREATMENT	3,334.98
67734	GENUINE AUTO GLASS	REPLACE CRACKED WINDSHIELD	EQUIPMENT RENTAL	266.07
67735	GREEN RIVER CC	TRAINING - HERZOG	COMMUNITY DEVELOPMENT-	259.00
67736	H & L SPORTING GOODS	BASKETBALLS	RECREATION SERVICES	437.12
67737	HACH COMPANY	NUTRIENT PILLOWS	WASTE WATER TREATMENT	265.55
	HACH COMPANY	METER,ASSEMBLY STAND, ETC.	WASTE WATER TREATMENT	1,799.50
67738	HAPPY HOPPERS	INSTRUCTOR SERVICES	RECREATION SERVICES	245.00
67739	HOME DEPOT	MISC. OFFICE SUPPLIES	COMPUTER SERVICES	12.34
67740	HOMETOWN FIREPLACE	PELLET STOVE GASKET	PARK & RECREATION FAC	107.51
67741	INDUSTRIAL CONTROLS	FUSES	WASTE WATER TREATMENT	42.37
67742	INTERPLAN HEALTH GRP	INMATE MEDICAL CARE	DETENTION & CORRECTION	133.12
67743	JET PLUMBING	SUPPLY & INSTALL THERMOSTATS	PARK & RECREATION FAC	239.22
	JET PLUMBING	SUPPLY & INSTALL WATER HEATER	PARK & RECREATION FAC	574.48
67744	KELLER SUPPLY COMPAN	BATHROOM FAUCET PARTS	LIBRARY-GENL	138.32
67745	LABOR & INDUSTRIES	L & I 4TH QTR 2010	RECREATION SERVICES	26.99
	LABOR & INDUSTRIES		MUNICIPAL COURTS	31.16
	LABOR & INDUSTRIES		MUNICIPAL COURTS	48.73
	LABOR & INDUSTRIES		COMMUNITY CENTER	223.65
	LABOR & INDUSTRIES		POLICE PATROL	401.72
67746	LASTING IMPRESSIONS	YOUTH BASKETBALL LEAGUE SHIRTS	RECREATION SERVICES	5,523.23
67747	LEGEND DATA SYSTEMS	BADGE HOLDERS & CARDS	PERSONNEL ADMINISTRATIO	93.41
67748	LICENSING, DEPT OF	GEENE, CHRISTINE (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	GEENE, TIMOTHY (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	ROBERTS, ERIC (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	SICKENBERGER, CAMERON (ORIGINA	GENERAL FUND	18.00
	LICENSING, DEPT OF	SLOAN, MATTHEW (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	THOMAS, JOHN (RENEWAL)	GENERAL FUND	18.00
67749	LOWES HIW INC	INSULATION FOR SEWER LIFT STAT	WATER CROSS CNTL	21.44
	LOWES HIW INC	TOOLS FOR #J021	SEWER MAIN COLLECTION	75.18
	LOWES HIW INC		STORM DRAINAGE	75.19
	LOWES HIW INC	TOOL BOX, SOCKET SETS, ETC	WATER QUAL TREATMENT	99.37
	LOWES HIW INC	MISC. SUPPLIES FOR AMR WIRING	WATER SERVICES	133.28

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 1/13/2011 TO 1/13/2011

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
67770	OFFICE DEPOT	OFFICE SUPPLIES	MUNICIPAL COURTS	220.73
67771	OFFICE DEPOT		UTIL ADMIN	305.71
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	383.82
67772	OFFICE INTERIORS INC	BOOKCASE FOR LOBBY	UTIL ADMIN	273.67
	OFFICE INTERIORS INC	CUSTOM WALL MOUNT HUTCH & LIGH	UTIL ADMIN	330.14
	OFFICE INTERIORS INC	CHANGE DESK	UTIL ADMIN	933.96
67773	OKANOGAN COUNTY JAIL	INMATE HOUSING - OCTOBER	DETENTION & CORRECTION	15,617.09
	OKANOGAN COUNTY JAIL	INMATE HOUSING - DECEMBER	DETENTION & CORRECTION	18,523.83
67774	OREGON MUDDERS INC	SPECIAL ORDER - THURMAN	GOLF COURSE	60.81
67775	PACIFIC NW TITLE	RECORDING FEES	SIDEWALKS CONSTRUCTION	492.64
67776	PACIFIC POWER BATTER	BATTERY	GENERAL SERVICES - OVERT	13.58
67777	PACIFIC TOPSOILS	DUMP FEES	SIDEWALKS MAINTENANCE	209.40
	PACIFIC TOPSOILS		SIDEWALKS MAINTENANCE	209.40
67778	PARKSON CORP.	AIR LIFT REPLACEMENT PARTS	WATER/SEWER OPERATION	-22.79
	PARKSON CORP.		WATER/SEWER OPERATION	-1.57
	PARKSON CORP.		WASTE WATER TREATMENT	19.83
	PARKSON CORP.		WASTE WATER TREATMENT	287.79
67779	PARTS STORE, THE	FUSE	EQUIPMENT RENTAL	3.00
	PARTS STORE, THE	OIL FILTERS	ER&R	8.51
	PARTS STORE, THE	RADIATOR HOSE	EQUIPMENT RENTAL	14.91
	PARTS STORE, THE	ROCKER SWITCH	EQUIPMENT RENTAL	18.55
	PARTS STORE, THE	BLOWER FAN	EQUIPMENT RENTAL	42.77
	PARTS STORE, THE	ACCESSORY RELAY	EQUIPMENT RENTAL	46.48
	PARTS STORE, THE	CROSS VIEW MIRROR	ER&R	53.77
	PARTS STORE, THE	CAR WASH, AIR FILTER, WORKLIGH	ER&R	80.73
	PARTS STORE, THE	FUEL CONTROL RELAY MODULE	EQUIPMENT RENTAL	83.90
	PARTS STORE, THE	IGNITION SWITCH	EQUIPMENT RENTAL	86.01
	PARTS STORE, THE	TRANSFILTER KITS	ER&R	98.54
	PARTS STORE, THE	FLOOD LIGHTS	ER&R	107.54
67780	PUBLIC FINANCE INC.	LID ADMINISTRATION	NON-DEPARTMENTAL	355.76
	PUBLIC FINANCE INC.		ENTERPRISE D/S	450.76
67781	PUD	ACCT. # 2035-1961-6	NON-DEPARTMENTAL	572.90
67782	PUD	REPLACE PUD LIGHT	STREET LIGHTING	3,342.71
67783	PUMPTECH INC	PAY ESTIMATE #3	UTILITY CONSTRUCTION	-354.15
	PUMPTECH INC		UTILITY CONSTRUCTION	7,692.14
67784	RAILROAD MANAGEMENT	8" SEWER PIPELINE CROSSING	UTIL ADMIN	109.81
67785	RETIREMENT SYSTEMS	EXCESS COMPENSATION - ANGELL	ENGR-GENL	17,679.22
67786	ROAD CONSTRUCTION	PAY ESTIMATE #2	UTILITY CONSTRUCTION	-2,401.61
	ROAD CONSTRUCTION	PAY ESTIMATE #1	UTILITY CONSTRUCTION	-1,807.23
	ROAD CONSTRUCTION		UTILITY CONSTRUCTION	-938.34
	ROAD CONSTRUCTION	PAY ESTIMATE #2	UTILITY CONSTRUCTION	-339.78
	ROAD CONSTRUCTION		SURFACE WATER CAPITAL PI	7,380.05
	ROAD CONSTRUCTION	PAY ESTIMATE #1	SURFACE WATER CAPITAL PI	20,380.81
	ROAD CONSTRUCTION		SEWER CAPITAL PROJECTS	39,252.99
	ROAD CONSTRUCTION	PAY ESTIMATE #2	SEWER CAPITAL PROJECTS	52,162.89
67787	SCHROEDER, LYNN	SUPPLY REIMBURSEMENT	EXECUTIVE ADMIN	6.99
67788	SCIENTIFIC SUPPLY	MEMBRANE FILTERS	WASTE WATER TREATMENT	369.24
67789	SMOKEY POINT CONCRET	HEATED WATER TANK	SIDEWALKS MAINTENANCE	711.33
67790	SNO CO CORRECTIONS	INMATE MEDICAL SUPPLIES	DETENTION & CORRECTION	4,207.92
	SNO CO CORRECTIONS	JAIL HOUSING FOR AUGUST	DETENTION & CORRECTION	56,663.08
67791	SOUND SAFETY	FACE SHIELDS, LATEX GLOVES	ER&R	34.87
	SOUND SAFETY	INFECTION CONTROL KITS	ER&R	62.04
	SOUND SAFETY	REPLACEMENT STOCK	ER&R	357.84
67792	STRATEGIES 360	PROFESSIONAL SERVICES	NON-DEPARTMENTAL	1,875.00
	STRATEGIES 360		GENERAL SERVICES - MAINTI	2,250.00
	STRATEGIES 360		UTIL ADMIN	3,375.00
67793	STRAWBERRY LANES	INSTRUCTOR SERVICES	RECREATION SERVICES	139.20

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 1/13/2011 TO 1/13/2011

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
67793	STRAWBERRY LANES	INSTRUCTOR SERVICES	RECREATION SERVICES	232.00
67794	STRICKLAND, JAMES	MILEAGE REIMBURSEMENT	DETENTION & CORRECTION	167.45
67795	SUBURBAN PROPANE	PROPANE - SHOP	MAINTENANCE	766.94
	SUBURBAN PROPANE	PROPANE	PARK & RECREATION FAC	1,253.90
67796	SUN MOUNTAIN	SPECIAL ORDER - GERRISH	GOLF COURSE	131.23
67797	TITLEIST	CREDIT MEMO - DUPLICATE PAYMEN	GOLF COURSE	-196.06
	TITLEIST	SPECIAL ORDER - HERBISON	GOLF COURSE	84.19
	TITLEIST	SPECIAL ORDER - MAGEE	GOLF COURSE	154.47
67798	TULALIP TRIBES OF WA	BAIL POSTED	GENERAL FUND	1,500.00
67799	UNITED PARCEL SERVIC	SHIPPING EXPENSE	STORM DRAINAGE	129.60
67800	VALLEY FREIGHTLINER	HOOD LATCH	EQUIPMENT RENTAL	14.10
	VALLEY FREIGHTLINER	MISC. PARTS FOR #H002	EQUIPMENT RENTAL	237.55
67801	VERIZON/FRONTIER	METER READING PROFESSIONAL SER	METER READING	420.89
67802	VILLAGE PROFILE	ADVERTISING/TOURISM PAMPHLET	COMMUNITY INFO SERV	2,195.00
67803	WASTE MANAGEMENT	YARDWASTE,RECYCLE & MULTI-FAMI	RECYCLING OPERATION	76,820.06
67804	WEED GRAAFSTRA	LEGAL SERVICES - 12/2010	LEGAL-GENL	59.50
	WEED GRAAFSTRA		UTIL ADMIN	882.75
	WEED GRAAFSTRA		GMA - STREET	1,386.25
	WEED GRAAFSTRA		GMA - STREET	4,531.25
	WEED GRAAFSTRA		UTIL ADMIN	8,328.37
	WEED GRAAFSTRA		LEGAL-GENL	8,328.38
67805	WESTERN FACILITIES	SUPPLIES	DETENTION & CORRECTION	102.99
	WESTERN FACILITIES		DETENTION & CORRECTION	571.14
67806	WESTERN GRAPHICS	CITY LOGO STICKER	ER&R	431.79
67807	WESTERN PETERBILT	CABLE RELEASE	EQUIPMENT RENTAL	323.62
67808	WHATCOM COUNTY	MINI CHAIN 4TH QTR 2010	DETENTION & CORRECTION	10,205.25
67809	WHITESIDE INC	TOWING EXPENSE	POLICE PATROL	261.98
67810	WIESE, TATIANA	INTERPRETER SERVICES	COURTS	200.00
			WARRANT TOTAL:	<u>549,051.09</u>

REASON FOR VOIDS:

- INITIATOR ERROR
- WRONG VENDOR
- CHECK LOST IN MAIL
- UNCLAIMED PROPERTY

**INTERLOCAL AGREEMENT
BETWEEN THE CITIES ARLINGTON, LAKE STEVENS,
MARYSVILLE AND SNOHOMISH,
FOR THE NORTH SNOHOMISH COUNTY REGIONAL
SPECIAL WEAPONS AND TACTICS (SWAT)/
CRISIS NEGOTIATING (CNT) TEAM.**

THIS INTERLOCAL AGREEMENT (Agreement) is entered into by and between the City of Arlington, a Washington municipal corporation (Arlington), the City of Marysville, a Washington municipal corporation (Marysville), the City of Lake Stevens, a Washington municipal corporation (Lake Stevens), and the City of Snohomish, a Washington municipal corporation (Snohomish) (collectively referred to hereinafter as Parties or Cities).

WHEREAS, the Cities are public agencies as defined by RCW Chapter 39.34 and RCW Chapter 10.93, and are authorized to enter into interlocal agreements to provide for joint or cooperative actions to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, incidents of a serious criminal nature do occur which require a need for a specially trained and equipped unit to effectively resolve the situation. These incidents create a demand upon the undersigned Cities respective to resources which are better and more economically served by combining resources to form a joint specialty team called the THE NORTH SNOHOMISH COUNTY REGIONAL SPECIAL WEAPONS AND TACTICS (SWAT)/ CRISIS NEGOTIATING (CNT) TEAM (hereinafter SWAT Team); and

WHEREAS, the SWAT Team shall be specially trained and equipped to provide a cooperative and joint effort among the undersigned Cities' police departments to respond to and resolve criminal activity of a high risk nature in accordance with state and federal law.

NOW, THEREFORE, be it agreed in accordance with RCW 39.34 and RCW 10.93:

1. CREATION AND AUTHORIZATION.

The undersigned Cities hereby create THE NORTH SNOHOMISH COUNTY REGIONAL SPECIAL WEAPONS AND TACTICS (SWAT)/ CRISIS NEGOTIATING (CNT) TEAM. The SWAT Team is hereby authorized and directed to achieve the objectives of this Agreement.

2. OBJECTIVE.

The primary objective of the SWAT Team is to respond effectively and appropriately to incidents which create a significant and higher safety risk for officers/detectives in the field and the public.

3. EXECUTIVE BOARD/SWAT STRUCTURE.

The undersigned Cities hereby create an Executive Board (Board) to direct the SWAT Team. The Executive Board shall be comprised of the Police Chiefs of all participating Cities.

3.1 SWAT Team Structure.

3.1.1. The SWAT Team should consist of eighteen (18) officers and one (1) Command Level Officer. One (1) Sergeant and eleven (11) officers will be designated from Marysville Police Department (MPD). Six (6) additional positions will be designated as “floating positions” to be filled by all participating law enforcement agencies. When subsequent attrition occurs in the SWAT Team, such vacancies shall be filled based on a mutually agreed to and managed selection process. One (1) additional MPD position responsible for driving and maintenance of the armored vehicle and SWAT inventory.

3.1.2. MPD is the host agency SWAT Team and assigns a sergeant for the administration and supervision of the SWAT Team during operations and training events. The SWAT Sergeant serves as Team Leader. (See attached Appendix A for an organizational chart.

3.1.3. If a current member of SWAT is transferred between participating agencies, the transferred member shall only be ensured of continued membership as long as performance is maintained to the satisfaction of the receiving agency and the receiving agency has a vacancy for the transferred SWAT Team member. The receiving agency may suspend the transferring members SWAT duties for a period of time to accommodate field training or other transitional requirements. The transfer shall create an opening on the team in the transferring agency.

3.1.4. Command Level Officers from both MPD and associating agencies will share team organization command.

3.1.5. Incident command shall be the responsibility of the agency of jurisdiction in which the incident occurs. The agency of jurisdiction may delegate incident command responsibility to a command officer from another agency but will still be required to provide a liaison to the designated incident commander for the duration of the event.

3.1.6. Distraction devices, gas munitions, and entrance explosives will be stored and handled per the North Snohomish County Regional SWAT Team Procedure Manual (SWAT Policy), and other applicable state and federal laws and regulations.

3.1.7. SWAT equipment should be standardized.

3.1.8. SWAT Policies and procedures will be standardized and agreed to by all participating Cities. Each City understands that SWAT, when activated in their respective jurisdictions, will act per the SWAT policy.

3.1.9. Except as provided herein, all personnel are deemed to be continuing employment for their respective employers when activated as members of the functionally consolidated SWAT unit.

3.1.10. Tactics used by the SWAT unit shall be approved by the Incident Commander of the incident at hand.

3.1.11. Maintenance of all SWAT equipment will remain the responsibility of the City which provided it.

3.2. Team Composition.

3.2.1 Any open positions that are directly allotted to a specific department will be open for competition to members of that designated department. If there are no qualified applicants, the other participating departments may have officers compete to fill vacancies.

3.2.2 To compete for these positions all officers who wish to apply will submit a resume and letter of recommendation from their current supervisor with approval of department head which is forwarded to the MPD Team Leader.

3.2.3 The minimum length of assignment shall be three years. The participating department may allow for longer (6+ years) assignments for specialty positions that require a high level of training and expertise. Due to the amount of training and expertise that is needed to be proficient in certain areas, it is recommended that each department assign some officers long-term to the SWAT team.

3.2.4 Seniority will be based by the entry date of each member into the specialized combined unit. In the event that unit members entered the unit on the same date, their seniority will be based on their hire date with their respective department.

- 3.2.5 Criteria for application to the SWAT Team component are as follows:
- a. Must have at least three (3) years experience as a sworn officer within any certified law enforcement agency and be off probation in their current agency of employment.
 - b. Submit a resume to the SWAT Team Leader listing any qualifications to consider via chain of command as stated in 3.2.2.

- c. Pass the current physical agility test and complete a MPD standard firearms qualification.
- d. Attend and successfully pass an interview before an oral interview board comprised the MPD Team Commander and Team Leader and at least three other team members.
- e. Once selected, new team members must complete the Washington State Criminal Justice Training Academy Basic SWAT Training Course within one year and must comply with all other requirements as mandated by SWAT policy.
- f. The list of candidates for the team vacancy will be created as vacancies occur, and will be used to fill only current positions available. A new list may be created each time a SWAT opening exists. Candidate lists may be extended by approval of the Board.
- g. The Board will review the selection and authorize the appointment of a new member to the SWAT team.

3.3 Crisis Negotiating Teams.

3.3.1 The Crisis Negotiating Team (CNT) shall consist of one (1) Sergeant and four (4) officers from the Marysville Police Department, and two (2) officers from the other participating Cities. If any of the positions are not filled, they may be occupied by any sworn personnel of any participating City.

3.3.2 The CNT will initially consist of an “A” Team and a “B” Team, with each team comprised of one (1) Team Leader and three (3) Team members.

3.3.3 When attrition occurs on either the “A” or “B” team, the subsequent vacancy(ies) shall be filled based upon a mutually agreed to and managed selection process.

- a. If a current member of the CNT is transferred between participating Cities, the transferred member shall only be ensured of continued membership as long as performance is maintained to the satisfaction of the receiving City and the receiving City had a vacancy for the transferred CNT member. The receiving City may suspend the transferring member’s CNT duties for a period of time to accommodate field training or other transitional requirements. The transfer shall create an opening on the team in the transferring City.

3.3.4 Command Level Officers from both Marysville Police Department and all police departments of other participating Cities will share organizational command.

3.4 Policy Development and Review.

3.4.1 MPD will coordinate the development of SWAT policies, subject to review and approval by the police departments of other participating Cities. At a minimum, such policies shall address:

- a. Special Procedures
- b. Munitions Storage Policy
- c. Diversionary Device Use and Deployment
- d. Firearms Qualification Standards
- e. Minimum Training Requirements

3.4.2 Following policy review and approval, MPD shall forward copies of the SWAT policy to the police departments of participating Cities.

4. COST SHARING/BUDGET AND FINANCE.

The Parties agree to budget and finance provisions for costs incurred by or in connection with the operations of the SWAT Team, in accordance with the following:

4.1. For purposes of budget and finance, the Marysville Police Department shall act as the Host Agency.

4.2. All costs associated with the initial and continued outfitting of a SWAT Team member, to include but not limited to, clothing and weapons shall be the responsibility of the home agency of any team member. This equipment shall remain the property of the purchasing agency. The maintenance and replacement of individual team member's equipment shall be the responsibility of the home agency.

4.3. Any overtime costs associated with all deployment operations or team training of SWAT Team members shall be the responsibility of the home agency of any team member.

4.4. All member agencies understand there is the need for equipment, and/or training for specialty positions within the team, that may be utilized by any team member during the course of operations or training. This equipment includes, but is not limited to, chemical munitions and Noise Flash Diversion Devices (NFDD).

4.5. The City of Marysville will establish a single SWAT Team Operational Budget. All direct SWAT costs, including supplies, services, equipment, and training costs, such as those described above, will be paid for from this Operational Budget. For planning purposes the City of Marysville shall prepare the Operational Budget and present it to

Board Members for review prior to the end of June in the year preceding when the Operational Budget will be in effect. For example, the 2012 Operational Budget will be presented to the Board before the end of June, 2011. This will allow member agencies ample time to plan for costs in their individual city budgets.

4.6. MPD shall maintain a tracking of direct and other costs. For the purpose of this agreement, regular salaries (on duty, straight time) shall not be tracked or considered part of SWAT services.

4.7. MPD will bill each member agency during the first quarter for expenses that will be incurred during that year's Operational Budget.

4.8. MPD will provide equipment replacement recommendations to all member agencies by the November Board meeting each year.

4.9. Participating Cities agree to leave any money left over from that calendar year in the SWAT Operational Budget, which will be held in the account to supplement/augment SWAT organizational operations with the approval of the Board.

4.10. Emergency expenses outside the parameters of the approved Operational Budget can be approved and ratified by agreement of the Board. These expenses will be incurred only out of operational necessity (i.e., additional overtime or supplies related to a SWAT operation).

4.11. All parties intend that the budget and finance provision contained herein shall govern the activities of SWAT Team operations and training.

5. LIABILITY FOR INDEMNIFICATION AND DEFENSE FROM THIRD PARTY CLAIMS.

5.1 Equal Sharing of Liability.

The Cities agree that liability for the negligent or unintentionally tortious actions of the SWAT Team or any police officer or employee working for or on behalf of the SWAT Team be shared equally on an equal shares basis between the participating Cities. It is further the agreement of the Cities that no City should be required to pay more than an equal share of the cost of payment of any judgment or settlement for a liability claim which arises out of and is proximately caused by the actions of any officer, employee or City which is acting on behalf of or in support of the SWAT Team and acting within the scope of any person's employment or duties to said SWAT Team. This risk sharing agreement shall not apply to judgments against any party or officer for punitive damages or for damages resulting from intentionally tortious actions. This general agreement on liability sharing is subject to the following terms and conditions set for the below in Sections 5.2 to 5.10.

5.2 Hold Harmless.

Each City agrees to hold harmless and indemnify the other participating Cities from any loss, claim or liability arising from or out of the negligent or tortious actions or inactions of its officers and employees or each other as related to any SWAT Team activity. Such liability shall be apportioned among the Cities equally on an equal shares basis subject to any limitation set forth below.

5.3 Defense of Lawsuits.

Each City shall be responsible for selecting and retaining legal counsel for itself and for any employee of said City who is named in a lawsuit alleging liability arising out of SWAT Team operations. Each City who retains counsel for itself and/or its officers and employees shall be responsible for paying the attorney's fees incurred by that counsel. The Cities shall not share costs of defense among each other unless they specifically agree to have one attorney representing all of them in any particular legal action.

5.4 Notice of Claims and Lawsuits and Settlements.

In the event that a lawsuit is brought against a participating City, its officers and employees for actions arising out of their conduct in support of the SWAT Team operations, it shall be the duty of each said City to notify the other Cities that said claims or lawsuit has been initiated. No settlement of any such claim or lawsuit by any single City shall require equal shares contribution by any City unless it was done with the knowledge and specific consent of the other participating Cities. Any settlement made by any individual City or member which does not have the consent of the other participating Cities to this Agreement will not require any sharing of payment of said settlement on behalf of the non-consenting Cities.

5.4.1 Settlement Procedure.

5.4.1(1) Any City who believes that it would be liable for a settlement or judgment which should be equally shared by the other participating Cities to this Agreement shall have the burden of notifying each other participating City of all settlement demands made to that City and any claims and/or lawsuits naming that city and/or its officers and employees for what may be a joint liability. Furthermore, if the other participating Cities are not named as parties to the actions, it shall be the burden of the City named in the lawsuit to keep the other participating Cities fully apprised of all developments in the case and all settlements demands, mediations or any other efforts made towards settlement. Settlements require the specific consent of all participating Cities to this Agreement before any equal share obligations for payment by all participating Cities becomes effective.

5.4.1(2) No City shall enter into a settlement with a claimant or plaintiff unless said settlement ends the liability of all participants to this Agreement and

on behalf of their respective employees and officers. It is the intent of this Agreement that the Cities act in good faith on behalf of each other in conducting settlement negotiations on liability claims or lawsuits so that, whenever possible, all Parties to this Agreement agree with the settlement costs or, in the alternative, that all Parties to this Agreement reject settlement demands and agree to go to trial and share equally in any judgment incurred as a result of the decision to go to trial. However, in the event that a settlement demand is presented to all the participating Cities to this Agreement and there is not unanimous consent to pay the settlement, then and only then the following results shall occur:

5.4.1(2)(1) The Cities shall be free to seek a separate settlement with the claimant and/or plaintiff which would eliminate the liability of that City and/or its officers and employees and, if such separate settlement is reached, that City would have no responsibility to pay any proportionate amount of any judgment rendered against the Cities and/or their officers and employees that did not settle. A City making a separate settlement would not have to pay any proportion amount of any subsequent settlement that others might reach. Any City making a separate settlement would have no right to seek any reimbursement or contribution for any portion of a settlement which said City had reached separately with the claimant and/or plaintiff.

5.5 Cooperation in Defense of Lawsuits.

The Cities and their respective defense counsel shall, to the extent reasonably legally possible and consistent with the best interests of their respective clients, cooperate in the defense of any lawsuit arising out of the operations of the SWAT Team and shall agree, wherever possible, to share non-attorney fee-related costs such as records gathering, preparation of trial exhibits, and the retention and payment of expert witnesses.

5.6 Payment of Judgments.

Unless there is an exception as provided in paragraphs 5.4.1(2) and 5.4.1(2)(1), it is the intention of the participating Cities under this Agreement to jointly pay any judgment on an equal share basis for any judgment against any officer and/or employee and/or City for negligence or tortious action arising out of their conduct in the course of their employment or duties as SWAT Team members or in support of such SWAT Team operations; regardless of what percentage of liability may be attributed to that participating City or its officers and employees by way of verdict or judgment, including the costs of any awarded plaintiff's attorney's fees and costs. It is the intent of the Parties to add up the total combined judgment against any participating City and/or officer and/or employee for compensatory damages and/or plaintiff's attorney's fees and costs and to divide said total combined judgment into equal shares and each City would then pay its equal share of the total combined judgment to satisfy the judgment. Any City which refused to pay its equal share would then be liable to the Cities who paid that

City's share in order to satisfy a judgment plus any attorney's fees incurred in the collection of said monies from the non-paying City.

5.7 Nothing Herein Shall Require Or Be Interpreted To:

5.7.1 Waive any defense arising out of RCW Title 51.

5.7.2 Limit or restrict the ability of any City, officer or employee to exercise any right, defense or remedy which a party to a lawsuit may have with respect to claims of third parties, including, but not limited to, any good faith attempts to seek dismissal of legal claims against a party by any proper means allowed under the civil rules in either state or federal court.

5.7.3 Cover or apportion or require proportionate payment of any judgment against any individual or City for intentionally wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages, fines or sanctions against any individual or City. Payment of punitive damage awards shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her municipal employer, should that employer elect to make said payment voluntarily. This Agreement does not require equal sharing of any punitive damage awards, fines or sanctions.

5.8 Insurance Coverage.

The Cities shall, to the best of their ability, coordinate their liability insurance coverages and/or self-insured coverages to the extent possible to fully implement and follow the Agreement set forth herein. However, the consent of any liability insurance carrier or self-insured pool or organization is not required to make this Agreement effective as between the member Cities signing this Agreement and the failure of any insurance carrier or self insured pooling organization to agree or follow the terms of this provision on liability shall not relieve any individual City from its obligation under this Agreement.

6. NON-WAIVER.

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

7. AMENDMENTS.

This Agreement may only be amended by written agreement of all the undersigned Cities that have not terminated their respective participation under this Agreement.

W/M-10-050/2010 North Snohomish County Regional SWAT Interlocal-11242010.F

8. SEVERABILITY.

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

9. TERM AND TERMINATION.

9.1 This Agreement shall be effective from the date of the Agreement is executed by at least two of the Cities and shall remain in force and effect for a period of two (2) years from that date unless terminated earlier as provided herein. At least thirty (30) calendar days prior to the end of the first two (2) year period, the Chief Executive Officer of two or more of the Cities may extend this Agreement for an additional two (2) year period without further authorization from the respective City Council.

9.2 Any Party may withdraw from and terminate participation under this Agreement upon the giving of thirty (30) calendar days advance written notice of intent to withdraw/terminate to the other Parties herein. Withdrawal during any calendar year shall not entitle the withdrawing Party to a reduction or refund with respect to funds budgeted for or otherwise committed with respect to the withdrawing Party for any calendar year. Termination of this Agreement and/or withdrawal of a Party shall not terminate Section 5 hereof with respect to the withdrawing Party as to any incident arising prior to the withdrawal of the Party and Section 5 shall survive the termination of this Agreement with respect to any cause of action, claim or liability arising on or prior to the date of termination.

9.3 A majority of the participating Cities may terminate this Agreement at any time. Such termination shall be set forth in a document signed by the authorized Chief Executive Officer or designee of a majority of the participating Cities.

9.4 Upon termination of this Agreement by the participating Cities, property used and/or in the possession of the SWAT Team pursuant to the terms and conditions of this Agreement, including but not limited to vehicles, equipment, firearms, ammunition and Class C low explosives, shall belong to and shall be returned to the City that provided or paid for such items. Items that were jointly purchased by the Cities will be distributed between the police departments on a basis agreed to in writing by the respective police chiefs.

9.5 In the event that a City withdraws from and terminates participation under this Agreement in accordance with Section 10.2, property that was paid for and/or provided by that City and was used and/or in the possession of the SWAT Team pursuant to the terms and conditions of this Agreement, including but not limited to vehicles, equipment, firearms, ammunition and Class C low explosives, shall belong to and shall be returned to

the withdrawing/terminating City. Items that were jointly purchased by the Cities will continue to remain with and be available for use by the SWAT Team until such time that this Agreement is terminated in its entirety.

10. NOTICES AND CONTACTS.

Unless otherwise directed in writing, notices, reports, invoices, payments and other documents shall be delivered to each City as follows:

City of Arlington
Attn: Police Chief
110 East Third Street
Arlington WA 98223

City of Lake Stevens
Attn: Police Chief
2211 Grade Road
Lake Stevens WA 98258

City of Marysville
Attn: Police Chief
1635 Grove Street
Marysville WA 98270

City of Snohomish
Attn: Police Chief
230 Maple Street
Snohomish WA 98290

Notices mailed by any City shall be deemed effective on the date mailed. Any City may change its address for receipt of reports, notices, invoices, payments and other documents by giving the other Cities written notice of not less than seven (7) days prior to the effective date.

11. GOVERNING LAW.

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

12. VENUE.

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

13. EXECUTION.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument.

14. FILING.

As provided by RCW 39.34.040, this Agreement shall be filed prior to its entry in force with the respective City Clerk of each participating City and the Snohomish County Auditor, or, alternatively, listed by subject on the website of each participating City and the County.

Dated this _____ day of _____, 2011.

CITY OF ARLINGTON

Margaret Larson Mayor

ATTEST/AUTHENTICATED:

Kristin Banfield City Clerk

APPROVED AS TO FORM

Steven Peiffle City Attorney

CITY OF MARYSVILLE

John Nehring Mayor

ATTEST/AUTHENTICATED:

April O'Brien Deputy City Clerk

APPROVED AS TO FORM

Grant K. Weed City Attorney

CITY OF LAKE STEVENS

Vern Little Mayor

ATTEST/AUTHENTICATED:

Norma Scott City Clerk

APPROVED AS TO FORM

Grant K. Weed City Attorney

CITY OF SNOHOMISH

Larry Bauman City Manager

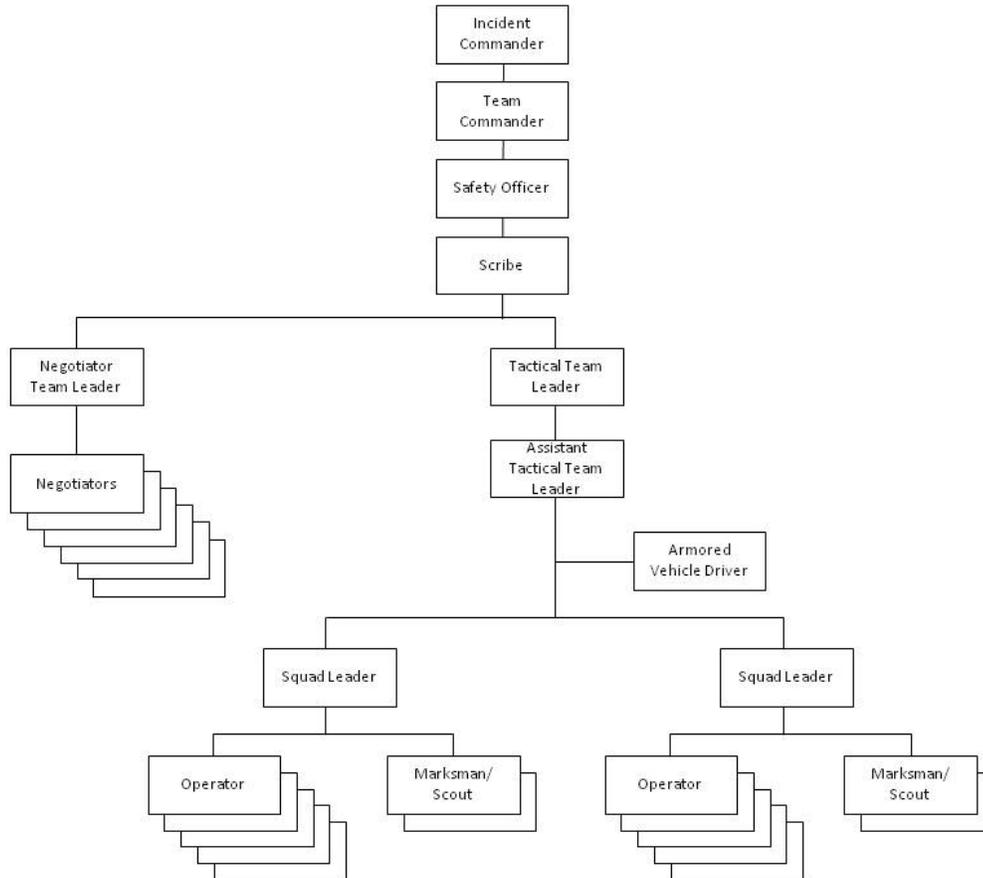
ATTEST/AUTHENTICATED:

Torchie Corey City Clerk

APPROVED AS TO FORM

Grant K. Weed City Attorney

APPENDIX "A" - ORGANIZATIONAL CHART



CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 1/24/2011

AGENDA ITEM: Reappointment of Mike Elmore and Katherine Smith to the Marysville Parks and Recreation Board	
PREPARED BY: April O'Brien DEPARTMENT: City Clerk	DIRECTOR APPROVAL:
ATTACHMENTS: Reappointment Forms	
BUDGET CODE:	AMOUNT:

SUMMARY:

Mayor Nehring is requesting the reappointment of Mike Elmore and Katherine Smith to the Marysville Parks and Recreation Board.

RECOMMENDED ACTION: Mayor Nehring recommends the City Council confirm the reappointment of Mike Elmore and Katherine Smith to the Marysville Parks and Recreation Board.
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Office of the Mayor
Jon Nehring
1049 State Avenue
Marysville, WA 98270
Phone: 360-363-8000
marysvillewa.gov

APPOINTMENT

I, JON NEHRING, duly elected and acting Mayor of the City of Marysville, do hereby appoint MIKE ELMORE as a member of the PARKS AND RECREATION BOARD of the City of Marysville, pursuant to the provisions of the Marysville Municipal Code 2.20.030; dated this 24th day of January, 2011.

M A Y O R

I do swear and affirm I will perform the duties assigned to me as a member of the PARKS AND RECREATION BOARD of the City of Marysville in the manner required by law.

Dated this 24th day of January, 2011

MIKE ELMORE

This term of appointment expires the 28th day of February 2014.



Office of the Mayor
Jon Nehring
1049 State Avenue
Marysville, WA 98270
Phone: 360-363-8000
marysvillewa.gov

APPOINTMENT

I, JON NEHRING, duly elected and acting Mayor of the City of Marysville, do hereby appoint KATHERINE SMITH as a member of the PARKS AND RECREATION BOARD of the City of Marysville, pursuant to the provisions of the Marysville Municipal Code 2.20.030; dated this 24th day of January, 2011.

M A Y O R

I do swear and affirm I will perform the duties assigned to me as a member of the PARKS AND RECREATION BOARD of the City of Marysville in the manner required by law.

Dated this 24th day of January, 2011

KATHERINE SMITH

This term of appointment expires the 28th day of February 2014.