

**Marysville City Council Meeting****January 26, 2015****7:00 p.m.****City Hall****Call to Order****Invocation****Pledge of Allegiance****Roll Call****Approval of the Agenda****Committee Reports****Presentations**

- A. American Red Cross Real Heroes Awards
- B. Volunteer of the Month
- C. Royalty Candidates' Presentation

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

- 1. Approval of the January 5, 2015 City Council Work Session Minutes.

**Consent**

- 2. Approval of the December 31, 2014 P13 Claims in the Amount of \$794,926.49; Paid by Check Numbers 97155 through 97275 with No Checks Voided.
- 3. Approval of the December 31, 2014 P13 Claims in the Amount of \$715,059.33; Paid by Check Numbers 97346 through 97468 with No Check Voided.
- 4. Approval of the January 14, 2015 Claims in the Amount of \$905,909.75; Paid by Check Numbers 97276 through 97345 with Check Number 97097 Voided.
- 6. Approval of the January 20, 2015 Payroll in the Amount of \$873,299.84; Paid by Check Numbers 28548 through 28587 with Check Number 28264 Voided and will be Reissued through Accounts Payable.

**Review Bids****Public Hearings**

**Marysville City Council Meeting****January 26, 2015****7:00 p.m.****City Hall****New Business**

5. Consider the Interlocal Agreement Recognizing the Changes by Snohomish County Human Services Grant Agreement which Provides \$11,000 in Reimbursed Funds for the Salaries and Benefits of the Program Clerk Position at the Ken Baxter Community Center through 2015.

7. Consider Supplemental Agreement Number 1 to the Professional Services Agreement between the City of Marysville and BHC Consultants.

**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 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.

# *Index #1*

COUNCIL



*DRAFT*  
MINUTES

**Work Session**  
*January 5, 2015*

**Call to Order / Pledge of Allegiance**

Mayor Nehring called the Work Session to order at 7:00 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:** Steve Muller, Kamille Norton, Jeff Seibert, Michael Stevens, Rob Toyer, Jeff Vaughan, and Donna Wright

**Absent:** None

**Also Present:** Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, City Attorney John Walker, Public Works Director Kevin Nielsen, Parks and Recreation Director Jim Ballew, and Recording Secretary Laurie Higdahl.

Mayor Nehring asked Council to approve tonight’s agenda and consider waiving the normal rules for a study session in order to allow a vote for committee appointments later in the agenda.

**Motion** made by Councilmember Stevens, seconded by Councilmember Vaughan, to approve the agenda with the ability to vote on items under Mayor’s business regarding committee assignments. **Motion** passed unanimously (7-0).

**Committee Reports**

**Discussion Items**

**Approval of Minutes**

1. Approval of December 1, 2014, City Council Work Session Minutes.
2. Approval of December 8, 2014 City Council Meeting Minutes.

**Consent**

3. Consider Approval of the December 10, 2014 Claims in the Amount of \$266,337.63; Paid by Check Numbers 96550 through 96664 with Check Number 96364 voided.
4. Consider Approval of the December 17, 2014 Claims in the Amount of \$677,769.81; Paid by Check Numbers 96665 through 96842 with Check Numbers 94464 and 95617 Voided.
5. Consider Approval of the December 24, 2014 claims in the amount of \$648,508.69 paid by Check Numbers 96843 through 97002 with Check Numbers 89356, 94638, 96757 and 96801 voided.
6. Approve the December 19, 2014 payroll in the amount \$1,252,324.62 Check Numbers 28457 through 28498.

**Review Bids****Public Hearings****New Business**

7. Consider the Fuel Tax Grant Distribution Agreement with the Transportation Improvement Board thereby Securing Funding for the Grove Street Sidewalk Improvements Project from State Avenue to Cedar Avenue.

Director Nielsen stated that this is a grant with TIB to put sidewalks in on Grove Street from Cedar Avenue to State Avenue. This does not include pavement or other improvements such as channelization, but staff will be looking into that because this is a potential location for an undercrossing.

8. Consider the Interlocal Agreement with Snohomish County for Participation in County's Overlay Program.

Director Nielsen explained this is an Interlocal Agreement with the County to participate in their annual overlay program. He explained it is a new program that can go up to \$500,000. The County is considering using a new asphalt mix which is thinner and will go further. The life expectancy is still 20 years. It is possible that all of Sunnyside can be done with the TBD money set aside this year for overlays.

9. Consider the Local Agency Agreement Supplement No. 1 with WSDOT in the Amount of \$12,000.

Director Nielsen stated this is a supplement for the signal at 528 and 53<sup>rd</sup> to support WSDOT's review and construction review of the project.

10. Consider Acceptance of the Police Evidence Building Expansion Project with Obom Construction, Starting the 60-Day Lien Filing Period for Project Closeout.

Director Nielsen stated that this is done and ready for acceptance. He added that the police are very pleased with it.

11. Consider a **Resolution** of the City of Marysville, Washington Related to Nonconforming Situations amending Marysville Municipal Code (MMC) Sections 22C.100.030(3) and MMC 22C.100.040(3); and Amending MMC Section 22A.010.160 General Administration, Related to Tracking Amendments to the City's Uniform Development Code; Providing for Severability and Effective Date.

Planning Manager Holland explained that this Resolution relates to setting a hearing regarding a proposed vacation for a portion of 25<sup>th</sup> Avenue NE for the commercial project of Lakewood Station. He summarized the history of this item.

12. Consider an **Ordinance** Related To Master Planned Senior Communities By Amending Marysville Municipal Code (MMC) Section 22C.020.060 Permitted Uses; and Amending MMC Section 22A.010.160 General Administration, Related to Tracking Amendments to the City's Uniform Development Code; Repealing Ordinance 2969 and Terminating the Moratorium Established therein; and Providing for Severability and Effective Date.

Planning Manager Holland explained that this relates to the six-month moratorium for master planned senior communities within commercial zones. The Planning Commission did work sessions and held a public hearing and is recommending that master planned senior communities not be permitted within the Neighborhood Business, Community Business, General Commercial and Downtown Commercial zones. This would be compatible with the current 20-year Land Use Plan.

13. Consider an **Ordinance** Related to Enactments Adopted by the Washington State Legislature by Amending Marysville Municipal Code (MMC) Sections 22C.020.060 Permitted Uses; 22C.010.070 Permitted Uses – Development Conditions; 22G.010.150 Administrative Approvals Without Notice; 22G.010.250 Vesting; 22G.010.260 Minor Revisions to Approved Development Applications; 22G.010.270 Major Revisions to Approved Residential Development Applications; 22G.010.280 Revisions not Defined as Minor or Major; 22G.010.290 Supplemental Information; 22G.010.300 Oath of Accuracy; 22G.010.310 Limitations on Refiling of Applications; 22G.010.320 Code Compliance Review – Actions Subject to Review; 22G.010.330 Decisions and Appeals; 22G.010.340 Actions Subject to Review; 22G.010.350 Notice

Requirements and Comment Period; 22G.010.360 Decision or Public Hearing Required; 22G.010.370 Additional Requirements Prior to Hearing; 22G.010.380 Decision Regarding Proposal; 22G.010.390 Time Limitations; 22G.010.400 Purpose; 22G.010.410 Temporary Use Permit; 22G.010.420 Variance; 22G.010.430 Conditional Use Permit; 22G.010.440 Rezone Criteria; 22G.010.450 Rezone and Review Procedures; 22G.010.460 Home Occupation Permit; 22G.010.470 Continuing Jurisdiction; 22G.010.480 Cancellation of Decisions; 22G.010.490 Transfer of Ownership; 22g.010.500 Purpose; 22G.010.510 Authority and Application; 22G.010.520 Required Findings; 22G.010.530 Burden of Proof; 22G.010.540 Appeal Process – General Description; 22G.010.550 Appeal of Administrative Interpretations and Approvals; 22G.010.560 Judicial Appeal; 22G.030.020 General Fee Structure; 22G.090.170 Preliminary and Final Subdivision Approval – Terms; 22G.090.185 Revisions After Preliminary Subdivision Approval; Repealing 22G.090.280; Amending Section 22G.090.380 Preliminary and Final Short Subdivision Approval – Terms; and Creating New Sections 22G.090.385 Revisions After Preliminary Short Subdivision Approval; 22G.100.125 Revisions; 22G.120.390 Revision of the Official Site Plan; and Amending MMC Section 22A.010.160 General Administration, Related to Tracking Amendments to the City’s Uniform Development Code; Providing for Severability and Effective Date.

Planning Manager Holland explained that as a result of WCIA’s audit process last year staff is proposing several code amendments in order to be consistent with current state law.

Councilmember Seibert referred to Exhibit A under F where it speaks to the change to internal lot lines and asked if requirements such as lot width and not having multiple panhandle lots next to each other would still apply. Planning Manager Holland stated that they would.

14. Consider an **Ordinance** Related to Nonconforming Situations amending Marysville Municipal Code (MMC) Sections 22C.100.030(3) and MMC 22C.100.040(3); and Amending MMC Section 22A.010.160 General Administration, Related Tracking Amendments to the City’s Uniform Development Code; Providing for Severability and Effective Date.

Planning Manager Holland explained that this would make approval of certain nonconforming situations administrative reviews which would waive the current fees and just require a building permit and a site plan submittal and review.

15. Consider an **Ordinance** Related to Definitions and the Sign Code Amending Marysville Municipal Code (MMC) Sections 22A.020.140 “Monument Sign” Definition; 22C.160.170(10) Development Standards – Freestanding Signs; 22C.160.180(5) Development Standards – Electronic Message, Animated and Changeable Copy Signs; 22C.160.240(1)(B) Nonconforming Signs; and Amending MMC Section 22A.010.160 General Administration, Related to

Tracking Amendments to the City's Uniform Development Code; Providing for Severability and Effective Date.

Planning Manager Holland reviewed the proposed sign code revisions which would clarify regulations for new signage.

16. Consider an **Ordinance** Related to the City's Animal Control Regulations; and Adding a New Section 10.04.335 Beekeeping to MMC Chapter 10.04 Animal Control.

Associate Planner Angela Gemmer stated that in response to concerns that were raised to the City Council staff did research on beekeeping provisions in other jurisdictions and invited comment from the local beekeeping organization at the Planning Commission. The proposed ordinance would prohibit hives on lots 5,000 feet and less and allow a certain number of hives for lots in increments greater than that. There would be an agricultural exemption to allow five hives per acre on sites that are four acres or larger. There would also be provisions for setbacks to make sure adjacent properties aren't adversely impacted by the bees and a provision to requeen the colony annually. There would be a requirement to register hives with the state, which is actually already state law.

Councilmember Toyer asked staff if they had touched base with the citizen who raised this issue initially to see if it addressed her concerns. Ms. Gemmer replied that some of her concerns related to minimum lot size, and she thought this would address this. She offered to touch base with her again to see what she thought of the proposal.

Councilmember Wright asked how this would affect the neighbor who was keeping the bees. Ms. Gemmer stated that it would require a decrease from three to two hives. She added that there is a provision that was strongly recommended by the beekeepers to allow a temporary increase in hives because sometimes the swarming problem is due to overpopulation. Additional hives for a brief period can help get the bees under control.

Councilmember Muller asked how requeening would be enforced. Ms. Gemmer replied that it would primarily be complaint-driven.

17. Consider an **Ordinance** Amending Marysville Municipal Code (MMC) Sections 10.04.460 Regarding Commercial Kennels and Pet Shops – General Conditions; MMC 22A.020.120 by Amending the Definition for “Kennel, Commercial”; MMC 22A.020.170 by Adding a Definition for “Pet Daycare”; MMC 22C.020.060 Regarding Table of Permitted Uses; MMC 22C.020.070 Regarding Permitted Uses – Development Conditions; and Amending MMC 22A.010.160 Regarding General Administration, Related to Tracking Amendments to the City's Unified Development Code.

Ms. Gemmer stated that recently there have been inquiries about a dog kennel going in the former Sears building, but due to the current 5-acre minimum lot size in the code it would not be allowed. This ordinance would eliminate the 5-acre minimum lot size

requirement for dog kennels, establish a specific permitted uses classification for pet daycares, incorporate some health and sanitation standards and provisions for wellbeing of animals, establish minimum setbacks from neighboring residential uses, and establish mitigation measures if there are noise complaints.

18. Consider an **Ordinance** Amending MMC 22D.020.090(5); MMC 22D.020.100 Regarding Parks, Recreation, Open Space and Trail Impact Fees and Mitigation; MMC 22D.040.050; MMC 22d.040.60 Regarding School Impact Fees and Mitigation; MMC 22D.030.070 Regarding Traffic Impact Fees and Mitigation; MMC 22A.010.160 Regarding General Administration, Related to Tracking Amendments to the City's Unified Development Code; Providing for Severability and Effective Date.

Ms. Gemmer stated that in reviewing the Comprehensive Plan and Development Regulations, staff discovered that the term for which traffic, school, and park impact fees may be expended has increased from six to ten years. This Ordinance would update those terms to be in alignment with state law.

19. Consider an **Ordinance** Related to the State Environmental Policy Act (SEPA) Amending Marysville Municipal Code (MMC) Section 22E.030.090; and Amending MMC Section 22A.010.160 General Administration, Related to Tracking Amendments to the City's Uniform Development Code; Providing for Severability and Effective Date.

Planning Manager Holland explained that the Phase 2 SEPA regulations meant that some sections need to be amended to align the code with state law.

20. Consider an **Ordinance** Related to Wireless Communication Facilities (WCF) Amending Marysville Municipal Code (MMC) Section 22C.250.030 Adding Subsection (7) Related to WCF SEPA Exemptions; and Amending MMC Section 22A.010.160 General Administration, Related to Tracking Amendments to the City's Uniform Development Code; Providing for Severability and Effective Date.

Planning Manager Holland stated that this would amend the Wireless Communication Facilities section of Title 22 in order to state that that they are exempt from SEPA under certain circumstances. It references state law and incorporates it into city code.

21. Consider an **Ordinance** Related to Critical Areas Management – Article IV 'Geologic Hazards' Amending Marysville Municipal Code (MMC) Sections 22E.010.280; 22E.010.300(2); 22E.010.310(E) And Amending MMC Section 22A.010.160 General Administration, Related to Tracking Amendments to the City's Uniform Development Code; Providing for Severability and Effective Date.

Planning Manager Holland explained that as a result of the Oso landslide staff reviewed the Geologic Hazards section of the code and LIDAR mapping and is recommending an amendment to the code regarding setback requirements.

27. Consider Professional Services Agreement between City of Marysville and Summit Law Group.

CAO Hirashima reviewed this item.

### **Legal**

22. Agreement for Legal Services between City of Marysville and Weed, Graafstra and Benson, Inc. P.S.

CAO Hirashima explained that there are still a number of projects in process at Weed, Graafstra, and Benson. This would provide for completion of those.

### **Mayor's Business**

23. Reappointment to Library Board: B.J. Guillot.

**Motion** made by Councilmember Norton, seconded by Councilmember Toyer, to affirm the reappointment of B.J. Guillot to the Library Board. **Motion** passed unanimously (7-0).

24. Reappointment to LEOFF I Disability Board: Donna Wright and Jeff Vaughan.

**Motion** made by Councilmember Muller, seconded by Councilmember Norton, to affirm the reappointment Donna Wright and Jeff Vaughan to the LEOFF I Disability Board. **Motion** passed unanimously (7-0).

25. Reappointment to the Parks and Recreation Board: Mike Leighan.

**Motion** made by Councilmember Wright, seconded by Councilmember Vaughan, to affirm the reappointment of Mike Leighan to the Parks and Recreation Board. **Motion** passed unanimously (7-0).

26. Annual Certification of Board of Health Representative: Donna Wright.

**Motion** made by Councilmember Muller, seconded by Councilmember Seibert, to affirm the reappointment of Donna Wright to the Board of Health. **Motion** passed unanimously (7-0).

28. SERS Appointment: Mayor Nehring as Primary Representative and Chief Smith as Alternate.

**Motion** made by Councilmember Vaughan, seconded by Councilmember Seibert, to approve the appointment of Mayor Nehring as Primary Representative and Chief Smith as Alternate to the SERS Board. **Motion** passed unanimously (7-0).

29. SNOPAC Appointment

**Motion** made by Councilmember Norton, seconded by Councilmember Wright, to approve Chief Smith as Primary and Mayor Nehring as Secondary representative to the SNO PAC Board. **Motion** passed unanimously (7-0).

30. SWAC Appointment: Jeff Seibert as Primary and Jeff Vaughan as Alternate

**Motion** made by Councilmember Wright, seconded by Councilmember Toyer, to approve Jeff Seibert as the Primary and Jeff Vaughan as the Alternate appointments to the SWAC. **Motion** passed unanimously (7-0).

### **Mayor's Other Business:**

- Happy Belated Birthday to Councilmember Toyer and Happy Birthday to Councilmember Stevens.
- Welcome to new City Attorney John Walker.
- Legislative Action Days in Olympia will be held on February 18 and 19. Councilmembers should Leah know if they are interested in going.
- NLC will be held in Washington DC in March. Leah is still waiting on flight preferences.
- He and other staff members will be meeting with a number of legislators tomorrow.
- He noted that Peter got a rave in the Rants and Raves section of the *Marysville Globe* for handing out holiday ornaments to the City Council.

### **Staff Business**

Sandy Langdon welcomed everyone back.

Chris Holland wished everyone a Happy New Year.

Jim Ballew:

- The Tour of Lights served 2000 visitors and raised \$8000 in donations in 7 nights. He commended the volunteers from Getchell High School.
- Over the break the City received one RFP submittal for the golf course. He is hoping to review that submittal during the month of January with the help of a review committee. Councilmembers Rob Toyer, Steve Muller, and Kamille Norton expressed interest in serving on that committee.
- He is hoping to be able to give an update on the Baxter building next week.

Kevin Nielsen:

- There were a lot of storms over the break, but no calls on house or business flooding. There was some water over the roadways at 136<sup>th</sup>, 152<sup>nd</sup>, 25<sup>th</sup>, and 67<sup>th</sup>. Staff is looking to see what can be done for the future to prevent that. There was discussion about the impact of the culvert on the flooding.

- At the Public Works Committee this Friday they will be going over the GE filtration system. They will also be reviewing the 2015 Work Plan.

John Walker stated the need for an Executive Session to discuss two items regarding acquisition of property and one item involving review of employee performance. He estimated the three items would take 20 minutes with action being taken on the two real estate items.

Gloria Hirashima:

- A response went out to Ms. Polk regarding the solid waste situation.
- An L&I Inspection last year resulted in a number of minor violations. One issue involved a violation related to moving operations with the Vactor which would have had huge financial and safety impacts. Staff felt this was an unfair violation and an incorrect interpretation of the code so they appealed the violation. She was told that Public Works employees did an outstanding job presenting the case in Olympia. As a result the City received the decision that the original inspection decision was vacated. She commended Director Nielsen and his staff for their work.
- There will be a Court of Appeals hearing next week on January 13 regarding Cedar Grove.
- There will be a hearing in Federal Court this week on the Black case involving our police department.
- There is a new program for online police reporting that was just implemented a few weeks ago. There will be a presentation at the next meeting by Commander Goldman and Chief Smith.
- The Regional Fire Authority discussion is ongoing. Staff will be setting up a schedule within the next week.

### **Call on Councilmembers**

Michael Stevens wished everyone Happy New Year and welcomed John Walker. He said the Tour of Lights was on the list of top places to see Christmas Lights in Snohomish County.

Rob Toyer had no comments.

Jeff Seibert welcomed everyone back and welcomed new City Attorney John Walker. He informed Director Nielsen that a no parking sign is down on 80<sup>th</sup> near 47<sup>th</sup>.

Donna Wright wished everyone Happy New Year and welcomed John Walker.

Kamille Norton welcomed everyone back. She appreciated the Mayor's and Chief Smith's comments in the City Scene. Welcome to John Walker.

Steve Muller wished everyone Happy New Year and welcomed John Walker.

*DRAFT*

Jeff Vaughan said he spent time with former Mayor Dennis Kendall at the rehabilitation center where he is chipper and happy.

Council recessed at 8:00 p.m. for 7 minutes before reconvening into Executive Session to discuss two real estate items and one personnel matter for 20 minutes with action expected on the real estate items.

Executive Session extended for 5 minutes until 8:32 p.m.

### **Executive Session**

- A. Litigation
- B. Personnel – one item, RCW 42.30.110 (1)(g)
- C. Real Estate – two items, RCW 42.30.110(1) (b)

Executive Session ended and public meeting reconvened at 8:32 p.m.

**Motion** made by Councilmember Muller, seconded by Seibert, to authorize the Mayor to sign purchase and sale agreement with Michael B. Crane regarding property at 5928 Sunnyside Road.

**Motion** made by Councilmember Seibert, seconded by Muller, to authorize the Mayor to sign the purchase and sale agreement with Glenn and Marie Kieso regarding property at 1408 1<sup>st</sup> Street.

### **Adjournment**

Seeing no further business Mayor Nehring adjourned the meeting at 8:32 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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Mayor  
Jon Nehring

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April O'Brien  
Deputy City Clerk

# *Index #2*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: January 26, 2015**

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:**

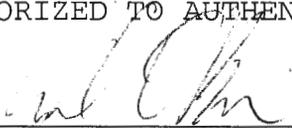
The Finance and Executive Departments recommend City Council approve the **December 31, 2014 P13** claims in the amount of **\$794,926.49** paid by **Check No.'s 97155 through 97275 with no Check No. voided.**

**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 **\$794,926.49 PAID BY CHECK NO.'S 97155 THROUGH 97275 WITH NO CHECK NO. 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 1/13/15  
\_\_\_\_\_  
DATE

\_\_\_\_\_  
MAYOR DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **26<sup>th</sup> DAY OF JANUARY 2015.**

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

**CITY OF MARYSVILLE  
 INVOICE LIST**

FOR INVOICES FROM 1/8/2015 TO 1/8/2015

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
97155	ADVANTAGE BUILDING S	JANITORIAL SERVICE	WATER FILTRATION PLANT	43.33
	ADVANTAGE BUILDING S		COMMUNITY CENTER	383.17
	ADVANTAGE BUILDING S		WASTE WATER TREATMENT F	463.65
	ADVANTAGE BUILDING S		ADMIN FACILITIES	619.00
	ADVANTAGE BUILDING S		MAINT OF GENL PLANT	647.79
	ADVANTAGE BUILDING S		UTIL ADMIN	750.70
	ADVANTAGE BUILDING S		PARK & RECREATION FAC	829.31
	ADVANTAGE BUILDING S		PUBLIC SAFETY BLDG.	1,085.75
	ADVANTAGE BUILDING S		COURT FACILITIES	1,091.50
97156	ALBERTSONS	JAIL SUPPLIES	DETENTION & CORRECTION	3.99
97157	ALLIED SYSTEMS PRODU	VAULT DIVIDERS	OFFICE OPERATIONS	245.89
97158	AMSAN SEATTLE	JANITORIAL SUPPLIES	ADMIN FACILITIES	215.47
	AMSAN SEATTLE		UTIL ADMIN	237.83
	AMSAN SEATTLE		COURT FACILITIES	457.68
	AMSAN SEATTLE		MAINT OF GENL PLANT	464.96
	AMSAN SEATTLE		PUBLIC SAFETY BLDG.	486.19
97159	ANDERSON, ERIK & VIO	UB 870120000001 7908 50TH DR N	WATER/SEWER OPERATION	195.06
97160	ARAMARK UNIFORM	UNIFORM SERVICE	MAINTENANCE	11.15
	ARAMARK UNIFORM		EQUIPMENT RENTAL	26.33
	ARAMARK UNIFORM		EQUIPMENT RENTAL	26.33
97161	ARLINGTON POWER	BACKPACK BLOWER REPAIR	ROADSIDE VEGETATION	38.49
	ARLINGTON POWER		WATER RESERVOIRS	38.49
	ARLINGTON POWER	POLESAW REPAIR	ROADSIDE VEGETATION	50.97
	ARLINGTON POWER		WATER RESERVOIRS	50.98
97162	BANK OF NEW YORK	ADMIN FEE MARLTGO07A	INTEREST & OTHER DEBT SE	53.64
	BANK OF NEW YORK	ADMIN FEE MARLTGO07T	GOLF DEBT SERVICE	53.64
	BANK OF NEW YORK	ADMIN FEE MARLTGOREF13	INTEREST & OTHER DEBT SE	53.79
	BANK OF NEW YORK	ADMIN FEE MARLTGOREF10	INTEREST & OTHER DEBT SE	54.61
97163	BENS CLEANER SALES	STRAINER	EQUIPMENT RENTAL	221.00
97164	BEST WAY COMMUNICATI	TWO WAY RADIO	EQUIPMENT RENTAL	309.53
	BEST WAY COMMUNICATI		EQUIPMENT RENTAL	309.53
	BEST WAY COMMUNICATI		EQUIPMENT RENTAL	309.53
	BEST WAY COMMUNICATI		EQUIPMENT RENTAL	309.53
97165	BICKFORD FORD	SEAL ASSEMBLY	EQUIPMENT RENTAL	20.78
97166	BILLING DOCUMENT SPE	SET UP AND LICENSE FEE	UTILITY BILLING	1,500.00
97167	BLAIR, KRISTINA M	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
97168	BLUMENTHAL UNIFORMS	NAME TAGS	POLICE PATROL	34.71
97169	BSN SPORTS, INC	BASKETBALLS (24)	RECREATION SERVICES	160.33
97170	BUILDING SPECIALTIES	SHEET ROCK	ADMIN FACILITIES	12.53
	BUILDING SPECIALTIES	HARDWARE	ADMIN FACILITIES	191.78
	BUILDING SPECIALTIES	SHEET ROCK AND HARDWARE	ADMIN FACILITIES	206.50
97171	CARRS ACE	FITTINGS	EQUIPMENT RENTAL	5.20
	CARRS ACE		EQUIPMENT RENTAL	24.76
	CARRS ACE		EQUIPMENT RENTAL	35.15
	CARRS ACE	PAINT, TAPE AND KEY SET	PARK & RECREATION FAC	60.31
	CARRS ACE	SIGNAL AND LIGHTING SUPPLIES	TRANSPORTATION MANAGEM	285.65
	CARRS ACE	LADDERS, TOOLBOX, BROOMS AMD T	TRANSPORTATION MANAGEM	425.86
97172	CASCADE SEPTIC, LLC	PORTABLE SERVICE	WATER QUAL TREATMENT	163.20
97173	CLARK, DAVE	UB 848417000000 8417 68TH PL N	WATER/SEWER OPERATION	24.02
97174	COMMERCIAL FIRE	FIRE EXTINGUISHER SERVICE	ER&R	50.62
97175	CONTEMPORARY CONT	POWER INJECTORS	WATER/SEWER OPERATION	-36.15
	CONTEMPORARY CONT		WATER DIST MAINS	446.93
97176	COOP SUPPLY	GLOVES	PARK & RECREATION FAC	32.63
97177	CORNWELL TOOLS	PUNCH AND CHISEL HOLDERS	TRANSPORTATION MANAGEM	64.56
97178	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	20.00
	CORRECTIONS, DEPT OF		DETENTION & CORRECTION	2,006.52
97179	CORRECTIONS, DEPT OF	WORK CREW-NOV 2014	WATER SERVICES	73.14
	CORRECTIONS, DEPT OF		PARK & RECREATION FAC	241.39
	CORRECTIONS, DEPT OF		ROADSIDE VEGETATION	476.80
97180	CRAFT MART	HOLIDAY LUNCH SUPPLIES	PERSONNEL ADMINISTRATIO	48.74
97181	DELL	DUAL MONITOR	ENGR-GENL	483.71

**CITY OF MARYSVILLE  
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97181	DELL	PC	ENGR-GENL	2,149.94
97182	DEPT GRAPHICS	CONTAINER GRAPHICS	SOLID WASTE OPERATIONS	649.74
97183	DIAMOND B CONSTRUCT	REPLACE IGNITOR	GOLF ADMINISTRATION	402.24
97184	DICKS TOWING	TOWING EXPENSE	POLICE PATROL	43.52
	DICKS TOWING		POLICE PATROL	43.52
	DICKS TOWING		POLICE PATROL	43.52
97185	DOUGLAS, DARRIN & JE	UB 520000010002 17932 43RD AVE	WATER/SEWER OPERATION	87.70
97186	DUNLAP INDUSTRIAL	OUTFITTING EQUIPMENT-#J033	EQUIPMENT RENTAL	564.62
	DUNLAP INDUSTRIAL	TRADESMAN VISE	EQUIPMENT RENTAL	584.22
	DUNLAP INDUSTRIAL	CORDLESS KITS AND SAW BLADE KI	TRANSPORTATION MANAGEM	851.31
97187	E&E LUMBER	GROMMET	PARK & RECREATION FAC	1.87
	E&E LUMBER	FASTENERS	PARK & RECREATION FAC	1.91
	E&E LUMBER	PHONE CORD	PARK & RECREATION FAC	8.66
	E&E LUMBER	NAIL STOPPERS	PARK & RECREATION FAC	10.53
	E&E LUMBER	SHEET ROCK	ADMIN FACILITIES	28.18
	E&E LUMBER	COMPOUND AND CORNER BEADING	ADMIN FACILITIES	30.99
	E&E LUMBER	FASTENERS, WALL PLATE AND PAIN	PARK & RECREATION FAC	51.90
	E&E LUMBER	LUMBER	PARK & RECREATION FAC	272.64
	E&E LUMBER	MDF	CAPITAL OUTLAY	344.55
97188	ELLIS, BRANDY L	TRANSCRIPTION SERVICES	LEGAL-GENL	1,137.50
97189	EMERALD RECYCLING	DISPOSAL FEES	UTIL ADMIN	234.00
	EMERALD RECYCLING		UTIL ADMIN	1,653.75
	EMERALD RECYCLING		UTIL ADMIN	8,266.22
97190	EVERETT STAMP WORKS	STAMPS	COMMUNITY DEVELOPMENT-	200.49
97191	EVERETT TIRE & AUTO	TIRES	EQUIPMENT RENTAL	526.94
97192	EVERETT, CITY OF	LAB ANALYSIS	STORM DRAINAGE	162.00
97193	EVERETT, CITY TREAS	WATER/FILTRATION SERVICE CHARG	SOURCE OF SUPPLY	161,525.96
97194	FINELINE FIXTURE	BUILD AND INSTALL OF RECEPTION	PARK & RECREATION FAC	2,652.00
97195	FIREPLACE SERVICES	FIREPLACE REPAIR	PARK & RECREATION FAC	136.00
97196	FLOYD, CHRIS	INSTRUCTOR SERVICES	RECREATION SERVICES	479.80
97197	FORMULA TIRE & CAR	TIRES AND TUBES	MAINTENANCE	275.61
97198	FRED MEYER	VACUUM	PURCHASING/CENTRAL STOF	65.27
97199	FRONTIER COMMUNICATI	PHONE CHARGES	POLICE ADMINISTRATION	45.48
	FRONTIER COMMUNICATI		ADMIN FACILITIES	45.48
	FRONTIER COMMUNICATI		COMMUNICATION CENTER	45.48
	FRONTIER COMMUNICATI		LIBRARY-GENL	45.48
	FRONTIER COMMUNICATI		UTILITY BILLING	45.48
	FRONTIER COMMUNICATI		GENERAL SERVICES - OVERH	45.48
	FRONTIER COMMUNICATI	ACCT #36065173190324995	TRAFFIC CONTROL DEVICES	47.23
	FRONTIER COMMUNICATI	ACCT #36065347410509955	WASTE WATER TREATMENT F	49.61
	FRONTIER COMMUNICATI	ACCT #36065833580311025	POLICE PATROL	50.67
	FRONTIER COMMUNICATI	ACCT # 425-397-6325-031998-5	PARK & RECREATION FAC	50.69
	FRONTIER COMMUNICATI	ACCT# 36065770750721145	POLICE PATROL	50.82
	FRONTIER COMMUNICATI	PHONE CHARGES	COMMUNITY DEVELOPMENT-	90.96
	FRONTIER COMMUNICATI		POLICE PATROL	90.96
	FRONTIER COMMUNICATI		DETENTION & CORRECTION	90.96
	FRONTIER COMMUNICATI		OFFICE OPERATIONS	90.96
	FRONTIER COMMUNICATI		COMMUNITY CENTER	90.96
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	90.96
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	90.96
	FRONTIER COMMUNICATI		WASTE WATER TREATMENT F	181.92
	FRONTIER COMMUNICATI		PARK & RECREATION FAC	227.37
	FRONTIER COMMUNICATI		UTIL ADMIN	309.29
97200	GLOBALSTAR INC.		OFFICE OPERATIONS	62.29
97201	GRAINGER	AIR COMPRESSOR	EQUIPMENT RENTAL	3,176.96
97202	GREENSHIELDS	SERVICE TRUCK TOOL KIT	EQUIPMENT RENTAL	4,075.79
97203	GREG RAIRDONS DODGE	DOOR HANDLE	EQUIPMENT RENTAL	68.55
	GREG RAIRDONS DODGE	SWITCH	EQUIPMENT RENTAL	133.89
97204	GRIFFEN, CHRIS	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	150.00
97205	HAIGH, JANIE	UB 751159225301 7904 55TH PL N	WATER/SEWER OPERATION	34.19
97206	HD FOWLER COMPANY	HARDWARE CREDIT	WATER/SEWER OPERATION	-591.13

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97206	HD FOWLER COMPANY	HARDWARE CREDIT	WATER/SEWER OPERATION	-94.73
	HD FOWLER COMPANY	HANDPUMP W/HOSE	ROADWAY MAINTENANCE	96.07
	HD FOWLER COMPANY	REPAIR CLAMPS	WATER/SEWER OPERATION	366.63
	HD FOWLER COMPANY		WATER/SEWER OPERATION	440.99
	HD FOWLER COMPANY	CAP, RESTRAINER AND BRASS HARD	WATER DIST MAINS	518.82
	HD FOWLER COMPANY	VALVE, CAP, RESTRAINER AND HAR	WATER DIST MAINS	518.82
	HD FOWLER COMPANY	PRESSURE GAUGE, ADAPTERS AND M	WATER SERVICES	563.09
	HD FOWLER COMPANY	COUPLERS AND CLAMPS	WATER DIST MAINS	629.58
	HD FOWLER COMPANY	COUPLINGS AND CLAMPS	WATER DIST MAINS	1,543.72
97207	HD SUPPLY WATERWORKS	HARDWARE	WATER/SEWER OPERATION	140.53
97208	HERNANDEZ, MARIA R	REFUND HOME OCCUPATION FEE	GENL FUND BUS LIC & PERMI	50.00
97209	IDAHO ELECTRIC SIGNS	SR9 GATEWAY SIGN	GENERAL FUND	-785.49
	IDAHO ELECTRIC SIGNS		NON-DEPARTMENTAL	9,711.49
97210	INTERSTATE AUTO PART	AC ADAPTERS	EQUIPMENT RENTAL	16.32
97211	INTERSTATE BATTERY	BATTERY CREDIT-BILLED INCORREC	ER&R	-214.36
	INTERSTATE BATTERY	BATTERIES	ER&R	214.36
	INTERSTATE BATTERY		ER&R	521.53
97212	KENWORTH NORTHWEST	COOLING SYSTEM FLUSH	EQUIPMENT RENTAL	397.52
	KENWORTH NORTHWEST		EQUIPMENT RENTAL	397.52
97213	KIMBALL, KYLEIGH	REFUND RENTAL AND DEPOSIT FEES	PARKS-RECREATION	50.00
	KIMBALL, KYLEIGH		GENERAL FUND	100.00
97214	KINGSFORD, ANDREA	REIMBURSE CRAFT SUPPLY PURCHAS	PRO-SHOP	20.80
	KINGSFORD, ANDREA	REMIBURSE HOLIDAY CRAFTING SUP	COMMUNITY EVENTS	103.23
97215	LABOR & INDUSTRIES	L & I 4TH QTR 2014	MUNICIPAL COURTS	0.22
	LABOR & INDUSTRIES		CITY CLERK	21.98
	LABOR & INDUSTRIES		MUNICIPAL COURTS	30.07
	LABOR & INDUSTRIES		RECREATION SERVICES	58.36
	LABOR & INDUSTRIES		COMMUNITY CENTER	169.47
	LABOR & INDUSTRIES		POLICE PATROL	391.40
97216	LASTING IMPRESSIONS	BASKETBALL TSHIRTS	RECREATION SERVICES	226.67
97217	LES SCHWAB TIRE CTR	DRIVE AXLE TIRES	ER&R	481.70
97218	LICENSING, DEPT OF	BONTRAGER, QUINCY (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	DIBBLE, MARK (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	GARDNER, KYLE (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	GETTY, LLOYD (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	GORDON, LAWRENCE (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	GOSS, DANNY (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	HAWKINS, KEVIN (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	HOLSCHER, RONALD (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	JENSEN, MARK (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	LAYCOCK, SUSAN (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	MOCK, SUSAN (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	SPRINGSTEAD, ROBIN (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	CODY, DONALD (LT RENEWAL)	GENERAL FUND	21.00
	LICENSING, DEPT OF	DIRKES, BRYON (LT RENEWAL)	GENERAL FUND	21.00
97219	LOWES HIW INC	FLOOR SLIDES	FACILITY MAINTENANCE	23.72
	LOWES HIW INC	LED LIGHTS	WATER DIST MAINS	48.52
	LOWES HIW INC	BLADES	WATER DIST MAINS	240.58
97220	LOY, BELINDA	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
97221	MARYSVILLE SCHOOL	FACILITY USAGE FEES-MMS	RECREATION SERVICES	45.00
	MARYSVILLE SCHOOL	FACILITY USAGE FEES-TMS	RECREATION SERVICES	72.00
97222	MARYSVILLE SCHOOL	MITIGATION FEES-DEC 2014	SCHOOL MIT FEES	7,516.00
97223	MARYSVILLE, CITY OF	UTILITY SERVICE-7115 GROVE ST	MAINTENANCE	255.06
	MARYSVILLE, CITY OF	UTILITY SERVICE-7007 GROVE ST	MAINTENANCE	1,061.36
97224	MCCAIN TRAFFIC SPLY	GPS MODULE AND CABLE	TRANSPORTATION MANAGEM	514.64
97225	MCCORMACK, KATHY	RENTAL FEE REFUND	PARKS-RENTS & ROYALTIES	70.00
97226	MCLOUGHLIN & EARDLEY	LIGHTBAR, STROBE AND SIREN CON	ER&R	-246.36
	MCLOUGHLIN & EARDLEY	PATROL CAR OUTFITTING EQUIPMEN	GENERAL FUND	-113.33
	MCLOUGHLIN & EARDLEY		GENERAL FUND	-73.97
	MCLOUGHLIN & EARDLEY		GENERAL FUND	-65.47
	MCLOUGHLIN & EARDLEY		GENERAL FUND	-65.45

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97226	MCLOUGHLIN & EARDLEY	PATROL CAR OUTFITTING EQUIPMEN	GENERAL FUND	-53.59
	MCLOUGHLIN & EARDLEY	LED LIGHTBARS	ER&R	-46.60
	MCLOUGHLIN & EARDLEY	PATROL CAR OUTFITTING EQUIPMEN	GENERAL FUND	-38.58
	MCLOUGHLIN & EARDLEY	AMBER LIGHTBAR	ER&R	-31.66
	MCLOUGHLIN & EARDLEY	LIGHTBAR	ER&R	-31.66
	MCLOUGHLIN & EARDLEY	PATROL CAR OUTFITTING EQUIPMEN	GENERAL FUND	-20.06
	MCLOUGHLIN & EARDLEY		GENERAL FUND	-14.50
	MCLOUGHLIN & EARDLEY		GENERAL FUND	-9.56
	MCLOUGHLIN & EARDLEY		POLICE PATROL	118.16
	MCLOUGHLIN & EARDLEY		POLICE PATROL	179.30
	MCLOUGHLIN & EARDLEY		POLICE PATROL	248.06
	MCLOUGHLIN & EARDLEY	AMBER LIGHTBAR	ER&R	391.45
	MCLOUGHLIN & EARDLEY	LIGHTBAR	EQUIPMENT RENTAL	391.45
	MCLOUGHLIN & EARDLEY	PATROL CAR OUTFITTING EQUIPMEN	POLICE PATROL	476.99
	MCLOUGHLIN & EARDLEY	LED LIGHTBARS	ER&R	576.17
	MCLOUGHLIN & EARDLEY	PATROL CAR OUTFITTING EQUIPMEN	POLICE PATROL	662.59
	MCLOUGHLIN & EARDLEY		POLICE PATROL	809.21
	MCLOUGHLIN & EARDLEY		POLICE PATROL	809.47
	MCLOUGHLIN & EARDLEY		POLICE PATROL	914.57
	MCLOUGHLIN & EARDLEY		POLICE PATROL	1,401.13
	MCLOUGHLIN & EARDLEY	LIGHTBAR, STROBE AND SIREN CON	EQUIPMENT RENTAL	3,045.96
97227	METCALF, SHELLEY	INSTRUCTOR SERVICES	RECREATION SERVICES	872.08
97228	MOTOR TRUCKS	ANTIFREEZE	SOLID WASTE OPERATIONS	242.06
	MOTOR TRUCKS	ADJUSTERS AND COMPLETE CHAMBER	EQUIPMENT RENTAL	333.01
97229	NATIONAL BARRICADE	SIGNS	TRAFFIC CONTROL DEVICES	186.05
	NATIONAL BARRICADE	CONES, BARRICADES AND SIGNAGE	TRAFFIC CONTROL DEVICES	594.10
97230	NELSON PETROLEUM	FUEL CONSUMED	MAINTENANCE	854.12
97231	NEXSITE ONLINE	ACTIVITIES GUIDE	EXECUTIVE ADMIN	1,726.89
	NEXSITE ONLINE		RECREATION SERVICES	4,029.39
97232	NEXTEL	ACCT #843707243	EQUIPMENT RENTAL	37.99
97233	NYITRAY, SANDRA	INSTRUCTOR SERVICES	COMMUNITY CENTER	9.00
97234	OFFICE DEPOT	OFFICE SUPPLY CREDIT	UTIL ADMIN	-26.80
	OFFICE DEPOT	OFFICE SUPPLIES	WATER FILTRATION PLANT	1.81
	OFFICE DEPOT		WASTE WATER TREATMENT F	1.81
	OFFICE DEPOT		STORM DRAINAGE	1.81
	OFFICE DEPOT		EQUIPMENT RENTAL	13.38
	OFFICE DEPOT		OFFICE OPERATIONS	15.51
	OFFICE DEPOT		FACILITY MAINTENANCE	21.69
	OFFICE DEPOT		UTIL ADMIN	21.79
	OFFICE DEPOT		ENGR-GENL	21.80
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	23.91
	OFFICE DEPOT		FACILITY MAINTENANCE	24.59
	OFFICE DEPOT		STORM DRAINAGE	25.15
	OFFICE DEPOT		UTIL ADMIN	26.80
	OFFICE DEPOT		ENGR-GENL	28.16
	OFFICE DEPOT		WATER FILTRATION PLANT	30.60
	OFFICE DEPOT		UTIL ADMIN	35.01
	OFFICE DEPOT		STORM DRAINAGE	36.48
	OFFICE DEPOT		WASTE WATER TREATMENT F	40.67
	OFFICE DEPOT		ROADWAY MAINTENANCE	43.91
	OFFICE DEPOT		ENGR-GENL	46.05
	OFFICE DEPOT		WATER FILTRATION PLANT	52.70
	OFFICE DEPOT		ENGR-GENL	58.92
	OFFICE DEPOT		OFFICE OPERATIONS	61.41
	OFFICE DEPOT		POLICE INVESTIGATION	66.70
	OFFICE DEPOT		EQUIPMENT RENTAL	68.11
	OFFICE DEPOT		ROADWAY MAINTENANCE	74.13
	OFFICE DEPOT		WASTE WATER TREATMENT F	78.58
	OFFICE DEPOT		WATER FILTRATION PLANT	78.58
	OFFICE DEPOT		ENGR-GENL	92.16
	OFFICE DEPOT		UTIL ADMIN	92.16

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97234	OFFICE DEPOT	OFFICE SUPPLIES	TRANSPORTATION MANAGEN	112.36
	OFFICE DEPOT		STORM DRAINAGE	136.83
	OFFICE DEPOT		UTIL ADMIN	144.91
	OFFICE DEPOT		UTIL ADMIN	160.09
	OFFICE DEPOT		ENGR-GENL	160.09
	OFFICE DEPOT		TRANSPORTATION MANAGEN	197.81
	OFFICE DEPOT		OFFICE OPERATIONS	199.26
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	226.36
	OFFICE DEPOT		TRANSPORTATION MANAGEN	242.05
	OFFICE DEPOT		OFFICE OPERATIONS	269.44
97235	ONEILL, JEANNE	RENTAL FEE AND DEPOSIT REFUND	PARKS-RENTS & ROYALTIES	70.00
	ONEILL, JEANNE		GENERAL FUND	200.00
97236	OPSTRUP, THERESA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
97237	OWEN EQUIPMENT	PRESSURE GAUGE	EQUIPMENT RENTAL	336.82
97238	PARRY, BONNIE	UB 09214000000 9411 47TH DR N	WATER/SEWER OPERATION	132.29
97239	PARTS STORE, THE	AIR FILTER	EQUIPMENT RENTAL	8.89
	PARTS STORE, THE	DISTRIBUTOR CAP AND ROTOR	EQUIPMENT RENTAL	24.07
	PARTS STORE, THE	FILTER KITS	EQUIPMENT RENTAL	58.27
	PARTS STORE, THE	BEARINGS	MAINTENANCE	84.52
	PARTS STORE, THE	WATER PUMP AND SERPENTINE BELT	EQUIPMENT RENTAL	103.07
	PARTS STORE, THE	BRAKE PADS, BRAKE ROTORS AND W	EQUIPMENT RENTAL	128.00
	PARTS STORE, THE	UPPER AND LOWER BALL JOINTS	EQUIPMENT RENTAL	247.76
	PARTS STORE, THE	FILTERS, WIPER BLADES AND MIRR	ER&R	391.52
97240	PEACE OF MIND	MINUTE TAKING SERVICE	COMMUNITY DEVELOPMENT-	142.60
97241	PETROCARD SYSTEMS	FUEL CONSUMED	STORM DRAINAGE	68.11
	PETROCARD SYSTEMS		ENGR-GENL	88.22
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	155.76
	PETROCARD SYSTEMS		COMMUNITY DEVELOPMENT-	390.30
	PETROCARD SYSTEMS		PARK & RECREATION FAC	712.70
	PETROCARD SYSTEMS		GENERAL SERVICES - OVERH	1,989.30
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	3,420.86
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	3,617.05
	PETROCARD SYSTEMS		POLICE PATROL	6,249.76
97242	PICK OF THE LITTER	GRAPHIC DESIGN	RECREATION SERVICES	68.00
97243	PILCHUCK RENTALS	SHOP VAC FILTERS	FACILITY MAINTENANCE	23.94
	PILCHUCK RENTALS	GENERATOR	EQUIPMENT RENTAL	2,040.00
97244	PITTMAN, JENNIFER	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
97245	POSSENZA, LLC	REFUND BUSINESS LICENSE FEES	GENL FUND BUS LIC & PERMI	50.00
97246	PREFERRED ELECTRIC	NEW OUTLET	PUBLIC SAFETY BLDG.	190.40
	PREFERRED ELECTRIC	RELOCATE RECEPTACLE	MAINT OF GENL PLANT	255.68
	PREFERRED ELECTRIC	INSTALL WATERPROOF RECEPTACLES	PARK & RECREATION FAC	285.60
	PREFERRED ELECTRIC		MAINTENANCE	285.60
	PREFERRED ELECTRIC	ELECTRICAL WORK	MAINT OF GENL PLANT	516.80
	PREFERRED ELECTRIC	HEAT PUMP	GMA-PARKS	4,557.63
97247	PUD	ACCT #2054-2741-2	PARK & RECREATION FAC	8.06
	PUD	ACCT #2052-8364-1	STREET LIGHTING	9.12
	PUD	ACCT #2050-2647-6	STREET LIGHTING	11.12
	PUD	ACCT #2045-8436-1	STREET LIGHTING	17.33
	PUD	ACCT #2050-2647-6	STREET LIGHTING	17.40
	PUD	ACCT #2045-8436-1	STREET LIGHTING	22.97
	PUD	ACCT #2009-9853-2	PARK & RECREATION FAC	33.08
	PUD	ACCT #2022-2076-0	MAINTENANCE	41.41
	PUD	ACCT #2026-7070-9	STREET LIGHTING	64.40
	PUD	ACCT #2019-3119-3	PARK & RECREATION FAC	70.58
	PUD	ACCT #2201-5310-0	TRANSPORTATION MANAGEN	101.73
	PUD	ACCT #2025-7611-2	STREET LIGHTING	113.08
	PUD	ACCT #2008-0070-4	STREET LIGHTING	119.58
	PUD	ACCT #2021-8367-9	TRANSPORTATION MANAGEN	136.95
	PUD	ACCT #2008-6930-3	TRANSPORTATION MANAGEN	141.38
	PUD	ACCT #2048-7913-4	TRAFFIC CONTROL DEVICES	147.79
	PUD	ACCT #2033-4458-5	STREET LIGHTING	195.49

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97247	PUD	ACCT #2008-1280-8	PUMPING PLANT	423.43
	PUD	ACCT #2000-8415-0	TRANSPORTATION MANAGEM	1,053.15
	PUD	ACCT #2024-6155-4	SEWER LIFT STATION	1,235.81
	PUD	ACCT #2026-0420-3	STREET LIGHTING	1,572.68
	PUD	ACCT #2016-3963-0	MAINTENANCE	1,853.96
	PUD	ACCT #2025-7611-2	STREET LIGHTING	2,148.45
	PUD	ACCT #2026-0420-3	STREET LIGHTING	2,359.02
	PUD	ACCT #2028-8209-8	STREET LIGHTING	9,570.72
	PUD		STREET LIGHTING	14,969.59
97248	R&R PRODUCTS INC	JET NOZZLE	MAINTENANCE	30.01
97249	ROBINSON, MIKE	REIMBURSE SHOE EXPENSE	PARK & RECREATION FAC	59.70
97250	ROSTEN, JEFFERY	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
97251	SHEARER, TESSA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
97252	SITELINES PARK & PLA	BENCH LEGS AND ANCHOR BOLTS	GMA-PARKS	10,392.58
97253	SIX ROBBLEES INC	BRAKE DRUMS AND BRAKE SHOES	EQUIPMENT RENTAL	314.74
97254	SKAGIT PLUMBING	REPLACE VALVE	PUBLIC SAFETY BLDG.	707.20
97255	SKYLINE COMM	LABOR AND MATERIALS	CAPITAL OUTLAY	473.82
97256	SNO CO FINANCE	PATROL CAR OUTFITTING	EQUIPMENT RENTAL	4,114.14
	SNO CO FINANCE		EQUIPMENT RENTAL	4,487.87
	SNO CO FINANCE		EQUIPMENT RENTAL	4,706.61
97257	SOUND SAFETY	WINTER JACKET-DAGGETT	UTIL ADMIN	55.35
	SOUND SAFETY	RAINGEAR-CROSS	COMMUNITY DEVELOPMENT-	83.36
	SOUND SAFETY	WINTER JACKET-GEIST	UTIL ADMIN	125.58
	SOUND SAFETY	RUBBER BOOTS-MOORE	COMMUNITY DEVELOPMENT-	134.32
	SOUND SAFETY	PANTS AND BOOTS-SNOOK	COMMUNITY DEVELOPMENT-	144.28
	SOUND SAFETY	RAINGEAR	ER&R	319.53
	SOUND SAFETY		COMMUNITY DEVELOPMENT-	604.78
97258	STAPLES	BOA STAMP-KBCC	COMMUNITY CENTER	35.89
	STAPLES	OFFICE SUPPLIES	COMMUNITY DEVELOPMENT-	95.06
	STAPLES		PARK & RECREATION FAC	102.52
	STAPLES		LEGAL - PROSECUTION	250.97
97259	T & A SUPPLY CO INC	AIR LIFTER MOVING SYSTEM	FACILITY REPLACEMENT	496.48
97260	TESSCO	VEHICLE OUTFITTING EQUIPMENT	EQUIPMENT RENTAL	59.68
	TESSCO		EQUIPMENT RENTAL	59.69
	TESSCO		EQUIPMENT RENTAL	59.69
	TESSCO		EQUIPMENT RENTAL	59.69
97261	TIMEMARK INCORPORATE	TAPE, WEBBING, CLAMPS, PLUGS A	TRANSPORTATION MANAGEM	697.40
97262	TRAFFIC SAFETY SUPPL	PED CROSSING SYMBOLS	TRANSPORTATION MANAGEM	3,372.80
97263	TRANSPORTATION, DEPT	PROJECT COSTS	SNOW & ICE CONTROL	391.37
97264	TYLER TECHNOLOGIES	ESS IMPLEMENTATION	NON-DEPARTMENTAL	5,791.15
97265	UNITED PARCEL SERVIC	SHIPPING EXPENSE	TRANSPORTATION MANAGEM	64.22
	UNITED PARCEL SERVIC		POLICE PATROL	142.28
97266	VAN DAM'S ABBEY	BASE AND CARPET INSTALLED	MAINT OF GENL PLANT	1,607.49
	VAN DAM'S ABBEY	VINYL FLOOR COVERING	FACILITY REPLACEMENT	2,017.21
	VAN DAM'S ABBEY	LABOR, DISPOSAL, TILES AND PRE	FACILITY REPLACEMENT	7,216.49
97267	VANDERWALKER,M	MILEAGE REIMBURSEMENT	POLICE ADMINISTRATION	52.42
97268	VERIZON	WIRELESS PHONE CHARGES	PURCHASING/CENTRAL STOF	22.36
	VERIZON		ANIMAL CONTROL	24.60
	VERIZON		LEGAL-GENL	40.01
	VERIZON		UTILITY BILLING	44.72
	VERIZON		GOLF ADMINISTRATION	44.72
	VERIZON		FACILITY MAINTENANCE	44.72
	VERIZON		CRIME PREVENTION	46.96
	VERIZON		MUNICIPAL COURTS	54.36
	VERIZON		FINANCE-GENL	54.36
	VERIZON		PERSONNEL ADMINISTRATIO	54.36
	VERIZON		YOUTH SERVICES	73.80
	VERIZON		WATER SUPPLY MAINS	80.02
	VERIZON		WATER SUPPLY MAINS	95.04
	VERIZON		OFFICE OPERATIONS	98.40
	VERIZON		EQUIPMENT RENTAL	99.87

**CITY OF MARYSVILLE  
 INVOICE LIST  
 FOR INVOICES FROM 1/8/2015 TO 1/8/2015**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
97268	VERIZON	WIRELESS PHONE CHARGES	LEGAL - PROSECUTION	108.72
	VERIZON		PARK & RECREATION FAC	121.44
	VERIZON		ENGR-GENL	143.80
	VERIZON		RECREATION SERVICES	166.16
	VERIZON		DETENTION & CORRECTION	172.20
	VERIZON		EXECUTIVE ADMIN	175.29
	VERIZON		SOLID WASTE OPERATIONS	180.87
	VERIZON		COMMUNITY DEVELOPMENT-	218.95
	VERIZON		STORM DRAINAGE	295.65
	VERIZON		PROPERTY TASK FORCE	300.12
	VERIZON		POLICE INVESTIGATION	375.36
	VERIZON		COMPUTER SERVICES	405.43
	VERIZON		GENERAL SERVICES - OVERH	566.24
	VERIZON		POLICE ADMINISTRATION	609.05
	VERIZON		WASTE WATER TREATMENT F	681.99
	VERIZON		UTIL ADMIN	1,063.96
	VERIZON		POLICE PATROL	3,192.75
97269	WASTE MANAGEMENT	RECYCLE PILOT	RECYCLING OPERATION	2,351.71
97270	WASTE MANAGEMENT	YARDWASTE AND RECYCLE SERVICE	RECYCLING OPERATION	106,566.40
97271	WESTERN PETERBILT	MIRROR ASSEMBLY	EQUIPMENT RENTAL	502.65
	WESTERN PETERBILT	2014 REFUSE TRUCK	EQUIPMENT RENTAL	300,600.03
97272	WESTERN SYSTEMS	SCHOOL BEACON SIGNS	TRANSPORTATION MANAGEM	3,824.80
97273	WHITE CAP CONSTRUCT	TRAFFIC COUNTER SUPPLIES	TRANSPORTATION MANAGEM	316.79
97274	WRIGHT, DONNA	REIMBURSE MILEAGE	CITY COUNCIL	39.28
97275	ZEE MEDICAL SERVICE	RESTOCK FIRST AID KIT	MAINT OF GENL PLANT	70.34
	ZEE MEDICAL SERVICE		GENERAL SERVICES - OVERH	70.34

**WARRANT TOTAL:**

**794,926.49**

REASON FOR VOIDS:  
 UNCLAIMED PROPERTY  
 INITIATOR ERROR  
 WRONG VENDOR  
 CHECK LOST/DAMAGED IN MAIL

# *Index #3*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: January 26, 2015**

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, 2014 P13** claims in the amount of **\$715,059.33** paid by **Check No.'s 97346 through 97468 with no Check No. voided.**

**COUNCIL ACTION:**

**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 **\$715,059.33 PAID BY CHECK NO.'S 97346 THROUGH 97468 WITH NO CHECK NO. 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 **26<sup>th</sup> DAY OF JANUARY 2015.**

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

**CITY OF MARYSVILLE  
 INVOICE LIST  
 FOR INVOICES FROM 1/15/2015 TO 1/15/2015**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
97346	ABOU-ZAKI, KAMAL	INTERPRETER SERVICES	COURTS	175.00
97347	AMERICAN CLEANERS	DRY CLEANING	OFFICE OPERATIONS	35.31
	AMERICAN CLEANERS		POLICE PATROL	95.75
	AMERICAN CLEANERS		POLICE ADMINISTRATION	103.26
	AMERICAN CLEANERS		DETENTION & CORRECTION	151.41
97348	ANDES LAND SURVEY	DEED AND SURVEY ROW-GROVE STRE	ENGR-GENL	500.00
97349	ARAMARK UNIFORM	UNIFORM SERVICE	MAINTENANCE	11.15
97350	ARCHITECTURAL CABINE	CABINETS	GMA-PARKS	1,827.84
97351	ASL INTERPRETER NETW	INTERPRETER SERVICES	EXECUTIVE ADMIN	150.00
97352	BENDER, MATTHEW & CO.	WA CRIMINAL CODE	MUNICIPAL COURTS	120.15
97353	BENS CLEANER SALES	WASHRACK REPAIR	MAINT OF GENL PLANT	298.72
97354	BERGER/ABAM ENGR	PROFESSIONAL SERVICES	ROADS/STREETS CONSTRUCT	4,463.10
97355	BHC CONSULTANTS		WASTE WATER TREATMENT F	18,381.88
97356	BLUE MARBLE ENV.	WASTE REDUCTION RECYCLING OUTF	RECYCLING OPERATION	1,624.16
97357	BLUMENTHAL UNIFORMS	UNIFORM-OZMENT	POLICE PATROL	46.51
	BLUMENTHAL UNIFORMS	EAR PIECES	POLICE PATROL	119.63
	BLUMENTHAL UNIFORMS	RADIO LAPEL	POLICE PATROL	213.25
	BLUMENTHAL UNIFORMS	NIK KITS	POLICE PATROL	284.46
97358	BOYD, RAE	INMATE MEDICAL CARE-DEC 2014	DETENTION & CORRECTION	1,495.00
97359	BRAATEN, JUSTIN	WITNESS FEES	MUNICIPAL COURTS	27.92
97360	CARDWELL, IRATXE	INTERPRETER SERVICES	COURTS	100.00
	CARDWELL, IRATXE		COURTS	100.00
	CARDWELL, IRATXE		COURTS	100.00
97361	CARRS ACE	DRIVES	WASTE WATER TREATMENT F	13.03
	CARRS ACE	CAULKING GUNS	SIDEWALKS MAINTENANCE	21.74
	CARRS ACE	TOOL KITS AND HAND WARMERS	ER&R	149.73
	CARRS ACE	SIGN SHOP SUPPLIES	TRANSPORTATION MANAGEM	205.01
97362	CEMEX	ASPHALT	ROADWAY MAINTENANCE	137.59
	CEMEX		ROADWAY MAINTENANCE	141.03
	CEMEX		ROADWAY MAINTENANCE	347.42
97363	CHAMPION BOLT	SOCKETS, PAINT MARKERS AND ALL	SEWER CAPITAL PROJECTS	48.39
97364	CHEMTRADE CHEMICALS	ALUMINUM SULFATE	WASTE WATER TREATMENT F	4,975.75
	CHEMTRADE CHEMICALS		WASTE WATER TREATMENT F	4,985.73
	CHEMTRADE CHEMICALS		WASTE WATER TREATMENT F	4,994.88
	CHEMTRADE CHEMICALS		WASTE WATER TREATMENT F	4,994.88
	CHEMTRADE CHEMICALS		WASTE WATER TREATMENT F	5,109.59
97365	CLICK2MAIL	MAILING COSTS	COMMUNITY DEVELOPMENT-	770.12
97366	COMCAST	MONTHLY BROADBAND CHARGES	COMPUTER SERVICES	233.99
97367	COOP SUPPLY	K-9 FOOD	K9 PROGRAM	51.13
	COOP SUPPLY		K9 PROGRAM	56.57
	COOP SUPPLY		K9 PROGRAM	56.57
	COOP SUPPLY		K9 PROGRAM	56.57
97368	COUGAR TREE SERVICE	TREE REMOVAL	SIDEWALKS MAINTENANCE	380.80
97369	CRW SYSTEMS, INC.	SOFTWARE AND SUPPORT	COMMUNITY DEVELOPMENT-	14,562.88
97370	CRYSTAL SPRINGS	WATER COOLER RENTAL AND BOTTLE	SOLID WASTE OPERATIONS	7.05
	CRYSTAL SPRINGS		WASTE WATER TREATMENT F	166.42
97371	DAILY JOURNAL OF COM	SUBSCRIPTION	ENGR-GENL	110.00
97372	DATA QUEST	PRE-EMPLOYMENT SCREENING	POLICE ADMINISTRATION	25.00
	DATA QUEST		POLICE ADMINISTRATION	50.00
97373	DB SECURE SHRED	MONTHLY SHREDDING SERVICE	CITY CLERK	7.46
	DB SECURE SHRED		FINANCE-GENL	7.46
	DB SECURE SHRED		UTILITY BILLING	7.47
	DB SECURE SHRED		POLICE INVESTIGATION	51.67
	DB SECURE SHRED		POLICE PATROL	51.67
	DB SECURE SHRED		DETENTION & CORRECTION	51.67
	DB SECURE SHRED		OFFICE OPERATIONS	51.67
97374	DIAMOND B CONSTRUCT	REPLACE CONTROL WIRES ON FURNA	COURT FACILITIES	374.82
	DIAMOND B CONSTRUCT	INSTALL T-STAT ON HEAT PUMP	LIBRARY-GENL	687.55
	DIAMOND B CONSTRUCT	AC BURNER UNIT	PUBLIC SAFETY BLDG.	738.75
97375	DICK CAMPBELL CO.	PUSH BUTTON DECALS	CITY STREETS	-14.07
	DICK CAMPBELL CO.		TRANSPORTATION MANAGEM	173.92



**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 1/15/2015 TO 1/15/2015**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
97396	HDR ENGINEERING	PROFESSIONAL SERVICES	GMA - STREET	117,323.31
97397	HUMAN SERVICES	LIQUOR BOARD PROFITS/EXCISE TA	NON-DEPARTMENTAL	3,365.32
97398	HYLARIDES, LETTIE	INTERPRETER SERVICES	COURTS	112.50
97399	INLAND POTABLE SERVI	PAY ESTIMATE #1	WATER/SEWER OPERATION	-16,023.00
	INLAND POTABLE SERVI		WATER RESERVOIRS	34,866.05
97400	IRON MOUNTAIN	ROCK	WATER DIST MAINS	284.37
	IRON MOUNTAIN		ROADWAY MAINTENANCE	284.38
97401	JUDD & BLACK	REFRIGERATOR	GMA-PARKS	809.47
97402	KELLER SUPPLY COMPAN	FACILITY REPLACEMENT PARTS	FACILITY REPLACEMENT	295.61
97403	KENWORTH NORTHWEST	COOLING SYSTEM FLUSH	EQUIPMENT RENTAL	353.81
	KENWORTH NORTHWEST		EQUIPMENT RENTAL	412.09
97404	KPG, INC PS	PROFESSIONAL SERVICES	GMA - STREET	610.19
97405	KUKER-RANKEN	SECO SHOT BAG	ENGR-GENL	31.43
	KUKER-RANKEN	MAG NAILS AND LASER ROD BAGS	ENGR-GENL	97.24
97406	KUPRIYANOVA, SVETLAN	INTERPRETER SERVICES	COURTS	150.00
97407	LAKE INDUSTRIES	CONCRETE REMOVAL	GMA-PARKS	120.00
	LAKE INDUSTRIES	ASPHALT	ROADWAY MAINTENANCE	360.00
97408	LAU, PING	INTERPRETER SERVICES	COURTS	150.00
97409	LAW,LYMAN,DANIEL,KAM	LEGAL SERVICES	NON-DEPARTMENTAL	25.63
	LAW,LYMAN,DANIEL,KAM		WASTE WATER TREATMENT F	76.87
97410	LEONARD, REMY	PRO-TEM SERVICES	MUNICIPAL COURTS	1,110.00
97411	LOVINS LANDSCAPE	67TH AND 44TH STORM IMPROVEMEN	STORM DRAINAGE	4,645.76
97412	LOWES HIW INC	STILLY PLANT SUPPLIES	WATER FILTRATION PLANT	36.17
	LOWES HIW INC	WWTP MAINTENANCE	WASTE WATER TREATMENT F	360.73
97413	MAPLES, JAMES	REIMBURSE UNIFORM EQUIP AND TR	GENERAL FUND	-17.15
	MAPLES, JAMES		POLICE PATROL	63.05
	MAPLES, JAMES		POLICE PATROL	573.99
97414	MARYSVILLE AWARDS	ENGRAVING	PERSONNEL ADMINISTRATIO	10.88
97415	MARYSVILLE, CITY OF	UTILITY SERVICE-3RD & STATE	PARK & RECREATION FAC	21.36
	MARYSVILLE, CITY OF	UTILITY SERVICE-60 STATE AVE	MAINT OF GENL PLANT	27.11
	MARYSVILLE, CITY OF	UTILITY SERVICE-1049 STATE AVE	ADMIN FACILITIES	67.79
	MARYSVILLE, CITY OF	UTILITY SERVICE-316 CEDAR AVE	PARK & RECREATION FAC	100.97
	MARYSVILLE, CITY OF	UTILITY SERVICE-514 DELTA AVE	PARK & RECREATION FAC	105.57
	MARYSVILLE, CITY OF	UTILITY SERVICE-1050 COLUMBIA	PARK & RECREATION FAC	111.66
	MARYSVILLE, CITY OF	UTILITY SERVICE-601 DELTA AVE	NON-DEPARTMENTAL	137.62
	MARYSVILLE, CITY OF	UTILITY SERVICE-1ST & STATE IR	PARK & RECREATION FAC	172.00
	MARYSVILLE, CITY OF	UTILITY SERVICE-6802 84TH ST N	PRO-SHOP	187.54
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AV	MAINT OF GENL PLANT	187.54
	MARYSVILLE, CITY OF	UTILITY SERVICE-61 STATE AVE	PARK & RECREATION FAC	188.69
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AV	ROADWAY MAINTENANCE	221.64
	MARYSVILLE, CITY OF	UTILITY SERVICE-514 DELTA AVE	COMMUNITY CENTER	634.86
	MARYSVILLE, CITY OF	UTILITY SERVICE-1326 1ST ST #B	STORM DRAINAGE	659.91
	MARYSVILLE, CITY OF	UTILITY SERVICE-1015 STATE AVE	COURT FACILITIES	662.50
	MARYSVILLE, CITY OF	UTILITY SERVICE-1049 STATE AVE	ADMIN FACILITIES	742.45
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AV	EQUIPMENT RENTAL	788.68
	MARYSVILLE, CITY OF		WASTE WATER TREATMENT F	1,400.21
	MARYSVILLE, CITY OF		WASTE WATER TREATMENT F	1,971.73
	MARYSVILLE, CITY OF		MAINT OF GENL PLANT	2,836.56
97416	MCLOUGHLIN & EARDLEY	LED LAMP AND INNER EDGE	ER&R	-135.07
	MCLOUGHLIN & EARDLEY	REAR INNER EDGE	ER&R	-91.63
	MCLOUGHLIN & EARDLEY	GUN LOCKS	ER&R	-47.32
	MCLOUGHLIN & EARDLEY	STROBE AND BRACKET	ER&R	-9.37
	MCLOUGHLIN & EARDLEY	GROMMET	ER&R	-0.44
	MCLOUGHLIN & EARDLEY		EQUIPMENT RENTAL	5.44
	MCLOUGHLIN & EARDLEY	STROBE AND BRACKET	EQUIPMENT RENTAL	115.82
	MCLOUGHLIN & EARDLEY	GUN LOCKS	ER&R	585.06
	MCLOUGHLIN & EARDLEY	REAR INNER EDGE	EQUIPMENT RENTAL	1,132.93
	MCLOUGHLIN & EARDLEY	LED LAMP AND INNER EDGE	EQUIPMENT RENTAL	1,669.94
97417	MCMaster-CARR	TRANSMITTER	WATER/SEWER OPERATION	-46.20
	MCMaster-CARR		STORM DRAINAGE	571.22
97418	MICROFLEX INC	SALES TAX AUDIT PROGRAM-DEC 20	FINANCE-GENL	16.43

**CITY OF MARYSVILLE**  
**INVOICE LIST**  
 FOR INVOICES FROM 1/15/2015 TO 1/15/2015

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
97419	MOTOR TRUCKS	SLACK ADJUSTERS	EQUIPMENT RENTAL	235.54
97420	MURRAY, SMITH & ASSO	PROFESSIONAL ENGINEERING SERVI	WATER CAPITAL PROJECTS	7,178.58
97421	NATIONAL BARRICADE	SIGNS	TRANSPORTATION MANAGEM	2,321.33
97422	NORTH COAST ELECTRIC	SIGN TRUCK TOOLS	TRANSPORTATION MANAGEM	765.93
97423	NORTHEND EXCAVATING	PAY ESTIMATE #2	CITY STREETS	-1,580.32
	NORTHEND EXCAVATING		SIDEWALKS CONSTRUCTION	31,606.40
97424	OFFICE DEPOT	OFFICE SUPPLIES	EQUIPMENT RENTAL	4.36
	OFFICE DEPOT		STORM DRAINAGE	13.47
	OFFICE DEPOT		SOLID WASTE OPERATIONS	19.39
	OFFICE DEPOT		POLICE PATROL	26.98
	OFFICE DEPOT		WASTE WATER TREATMENT F	47.21
	OFFICE DEPOT		OFFICE OPERATIONS	90.02
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	283.51
	OFFICE DEPOT		DETENTION & CORRECTION	344.82
97425	OPTICS PLANET INC.	HOLSTERS	GENERAL FUND	-48.96
	OPTICS PLANET INC.		POLICE PATROL	605.36
97426	OSBORN CONSULTING	CONSULTING SERVICES	SURFACE WATER CAPITAL PF	7,952.88
97427	OURAY SPORTSWEAR	OUTERWEAR	GOLF COURSE	688.00
	OURAY SPORTSWEAR	HATS	GOLF COURSE	740.75
97428	OWEN EQUIPMENT	FREIGHT CHARGE CREDIT	EQUIPMENT RENTAL	-101.18
	OWEN EQUIPMENT	GASKET	EQUIPMENT RENTAL	271.28
	OWEN EQUIPMENT	BEARINGS, COVER KIT, SEALS AND	EQUIPMENT RENTAL	2,271.26
97429	PACIFIC POWER BATTER	BATTERIES	TRANSPORTATION MANAGEM	1,242.28
97430	PACLAB	SCREENING	POLICE PATROL	124.80
97431	PARTS STORE, THE	TUMBLER	EQUIPMENT RENTAL	19.77
	PARTS STORE, THE	HEATER AND FITTINGS	EQUIPMENT RENTAL	73.57
97432	PAYDIRT, LLC	LOCK AND LIFT TOOLS	STORM DRAINAGE	310.08
	PAYDIRT, LLC		SEWER MAIN COLLECTION	310.08
97433	PETTY CASH- PARKS	HOLIDAY SUPPLIES	PARK & RECREATION FAC	20.23
	PETTY CASH- PARKS		COMMUNITY EVENTS	20.51
	PETTY CASH- PARKS		COMMUNITY EVENTS	21.61
97434	PHAM, JOSEPH	INTERPRETER SERVICES	COURTS	125.00
97435	PLATT ELECTRIC	CONDUIT AND PVC CREDIT	PUMPING PLANT	-270.18
	PLATT ELECTRIC	BULB CREDIT	MAINT OF GENL PLANT	-156.02
	PLATT ELECTRIC	PVC	PUMPING PLANT	52.64
	PLATT ELECTRIC	PVC BOX AND CONNECTOR	STORM DRAINAGE	52.84
	PLATT ELECTRIC	LIGHTS	UTIL ADMIN	72.98
	PLATT ELECTRIC	SENSOR	PRO-SHOP	128.60
	PLATT ELECTRIC	HARDWARE AND BULBS	LIBRARY-GENL	152.40
	PLATT ELECTRIC	CONNECTORS, ZIP TIES AND SAW	SEWER CAPITAL PROJECTS	191.39
97436	PREFERRED ELECTRIC	WEST TRUNK PUMP STATION UPGRAD	SEWER CAPITAL PROJECTS	58,261.76
97437	PUBLIC SAFETY SELECT	PRE-EMPLOYMENT SCREENING	POLICE ADMINISTRATION	375.00
97438	PUBLIC SAFETY TESTIN	4TH QTR SUBSCRIPTION FEES	PERSONNEL ADMINISTRATIO	800.00
97439	PUD	ACCT #2011-4215-5	TRANSPORTATION MANAGEM	72.84
97440	PUGET SOUND SECURITY	KEYS	EQUIPMENT RENTAL	18.22
97441	RAINIER ENVIRONMENT	BIOASSAY TESTING	WASTE WATER TREATMENT F	700.00
97442	RICOH USA, INC.	PRINTER/COPIER CHARGES	MAINTENANCE	5.49
	RICOH USA, INC.		MUNICIPAL COURTS	5.68
	RICOH USA, INC.		COMMUNITY DEVELOPMENT-	7.32
	RICOH USA, INC.		GENERAL SERVICES - OVERF	9.75
	RICOH USA, INC.		POLICE PATROL	12.31
	RICOH USA, INC.		COMMUNITY CENTER	14.18
	RICOH USA, INC.		UTILITY BILLING	22.99
	RICOH USA, INC.		PARK & RECREATION FAC	23.42
	RICOH USA, INC.		CITY CLERK	25.65
	RICOH USA, INC.		FINANCE-GENL	25.65
	RICOH USA, INC.	PRINTER CHARGES	PROBATION	29.94
	RICOH USA, INC.	PRINTER/COPIER CHARGES	LEGAL - PROSECUTION	57.61
	RICOH USA, INC.		PERSONNEL ADMINISTRATIO	63.06
	RICOH USA, INC.		EXECUTIVE ADMIN	64.70
	RICOH USA, INC.		ENGR-GENL	74.91

**CITY OF MARYSVILLE  
 INVOICE LIST  
 FOR INVOICES FROM 1/15/2015 TO 1/15/2015**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
97442	RICOH USA, INC.	PRINTER/COPIER CHARGES	UTIL ADMIN	86.48
	RICOH USA, INC.		PROBATION	104.81
	RICOH USA, INC.		POLICE INVESTIGATION	125.03
	RICOH USA, INC.		DETENTION & CORRECTION	149.55
	RICOH USA, INC.		OFFICE OPERATIONS	662.15
97443	RICOH USA, INC.		MAINTENANCE	27.73
	RICOH USA, INC.		COMMUNITY CENTER	27.73
	RICOH USA, INC.		GENERAL SERVICES - OVERF	87.69
	RICOH USA, INC.		POLICE PATROL	93.50
	RICOH USA, INC.		LEGAL - PROSECUTION	131.22
	RICOH USA, INC.		COMMUNITY DEVELOPMENT-	132.32
	RICOH USA, INC.		ENGR-GENL	143.75
	RICOH USA, INC.		POLICE INVESTIGATION	144.18
	RICOH USA, INC.		UTILITY BILLING	178.81
	RICOH USA, INC.		EXECUTIVE ADMIN	186.24
	RICOH USA, INC.		CITY CLERK	199.44
	RICOH USA, INC.		FINANCE-GENL	199.44
	RICOH USA, INC.		PERSONNEL ADMINISTRATIO	206.95
	RICOH USA, INC.		PROBATION	212.17
	RICOH USA, INC.		WASTE WATER TREATMENT F	235.15
	RICOH USA, INC.		DETENTION & CORRECTION	260.96
	RICOH USA, INC.		PARK & RECREATION FAC	308.59
	RICOH USA, INC.		UTIL ADMIN	828.09
	RICOH USA, INC.		OFFICE OPERATIONS	849.25
97444	RUSDEN, JOHN	PRO-TEM SERVICES	MUNICIPAL COURTS	740.00
97445	SEATTLE AUTOMOTIVE D	BATTERIES	ER&R	310.58
97446	SEATTLE PUMP & EQUIP	JETTER NOZZLES	STORM DRAINAGE	125.06
97447	SHERWIN WILLIAMS	PAINT	ADMIN FACILITIES	146.24
97448	SKAGIT PLUMBING	REPAIR AT JAIL	PUBLIC SAFETY BLDG.	163.20
	SKAGIT PLUMBING	REPAIR AT RESTAURANT	GOLF ADMINISTRATION	619.53
97449	SNO CO TREASURER	INMATE HOUSING-DEC 2014	DETENTION & CORRECTION	6,995.47
97450	SOUND SAFETY	JEANS EXCHANGE CREDIT-SNOOK	COMMUNITY DEVELOPMENT-	-4.30
	SOUND SAFETY	JEANS AND BOOTS-PALITZ	GENERAL SERVICES - OVERF	202.02
97451	SRV CONSTRUCTION	PAY ESTIMATE # 4	GMA-STREET	-1,137.10
	SRV CONSTRUCTION		GMA - STREET	55,197.04
97452	STAPLES	OFFICE SUPPLIES	MUNICIPAL COURTS	29.83
	STAPLES		MUNICIPAL COURTS	108.79
	STAPLES		PROBATION	541.61
	STAPLES		MUNICIPAL COURTS	1,624.83
97453	STRATEGIES 360	PROFESSIONAL SERVICES	WASTE WATER TREATMENT F	1,050.00
	STRATEGIES 360		GENERAL SERVICES - OVERF	1,050.00
	STRATEGIES 360		UTIL ADMIN	1,400.00
97454	SUBURBAN PROPANE	HEATING FUEL	PARK & RECREATION FAC	1,267.83
	SUBURBAN PROPANE		MAINTENANCE	1,444.71
97455	SWICK-LAFAVE, JULIE	REIMBURSE JAIL SUPPLIES	DETENTION & CORRECTION	34.34
97456	SYSTEMS INTERFACE	PROFESSIONAL SERVICES	WATER CAPITAL PROJECTS	34,500.00
97457	TALMADGE-FITZPATRICK	LEGAL SERVICES	NON-DEPARTMENTAL	504.00
	TALMADGE-FITZPATRICK		WASTE WATER TREATMENT F	1,512.00
97458	TEREX UTILITES	CRANE INSPECTION AND CERT	EQUIPMENT RENTAL	631.18
	TEREX UTILITES	BUCKET TRUCK INSPECTION AND CE	EQUIPMENT RENTAL	819.68
97459	THOMPSON, KATHRYN	SUPPLY REIMBURSEMENT	PRO-SHOP	38.45
	THOMPSON, KATHRYN		MAINT OF GENL PLANT	108.79
97460	USA BLUEBOOK	STILLY REPAIR PARTS	WATER FILTRATION PLANT	131.89
	USA BLUEBOOK	THERMOMETER	WATER FILTRATION PLANT	346.94
97461	VISCO INC	POLE REPLACEMENT PARTS	CITY STREETS	-292.07
	VISCO INC		STREET LIGHTING	3,611.07
97462	WAYNE'S AUTO DETAIL	CAR DETAILING	POLICE INVESTIGATION	135.95
97463	WEED GRAAFSTRA	LEGAL SERVICES	STORM DRAINAGE	129.50
	WEED GRAAFSTRA		GENL GVRNMNT SERVICES	185.00
	WEED GRAAFSTRA	FORFEITURES	POLICE INVESTIGATION	331.50
	WEED GRAAFSTRA	LEGAL SERVICES	UTIL ADMIN	1,427.00

**CITY OF MARYSVILLE  
 INVOICE LIST  
 FOR INVOICES FROM 1/15/2015 TO 1/15/2015**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
97463	WEED GRAAFSTRA	LEGAL SERVICES	GMA - STREET	3,581.75
	WEED GRAAFSTRA		UTIL ADMIN	4,095.00
	WEED GRAAFSTRA		UTIL ADMIN	8,001.37
	WEED GRAAFSTRA		LEGAL-GENL	8,001.38
	WEED GRAAFSTRA		LEGAL-GENL	9,935.25
97464	WESTERN GRAPHICS	GRAPHIC INSTALLATION	EQUIPMENT RENTAL	719.22
	WESTERN GRAPHICS		POLICE PATROL	974.90
97465	WESTERN PETERBILT	REPLACE WATER PUMP	EQUIPMENT RENTAL	1,456.95
97466	WHIDBEY ISLAND BANK	RETAINAGE ON PAY ESTIMATE #4	GMA-STREET	1,137.10
	WHIDBEY ISLAND BANK	RETAINAGE ON PAY ESTIMATE #3	GMA-STREET	11,012.29
97467	WHITNEY EQUIPMENT CO	REPAIR PUMP @ STILLY	WATER FILTRATION PLANT	2,861.44
97468	YAKIMA COUNTY DOC	INMATE HOUSING-DEC 2014	DETENTION & CORRECTION	13,797.36

WARRANT TOTAL:

**715,059.33**

REASON FOR VOIDS:  
 UNCLAIMED PROPERTY  
 INITIATOR ERROR  
 WRONG VENDOR  
 CHECK LOST/DAMAGED IN MAIL

# *Index #4*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: January 26, 2015**

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 14, 2015** claims in the amount of **\$905,909.75** paid by **Check No.'s 97276 through 97345 with Check No. 97097 voided.**

**COUNCIL ACTION:**

**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 **\$905,909.75 PAID BY CHECK NO.'S 97276 THROUGH 97345 WITH CHECK NO. 97097 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 **26<sup>th</sup> DAY OF JANUARY 2015.**

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

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 1/9/2015 TO 1/14/2015**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
97276	AFTS	REMITTANCE PROCESSING-DEC 201	UTILITY BILLING	898.37
	AFTS	BILL PRINTING SERVICES-DEC 201	UTILITY BILLING	8,031.78
97277	AITKEN, HEATHER	REFUND CLASS FEES	PARKS-RECREATION	7.00
97278	BENNETT, MATTHEW	UB 847633000000 7633 83RD DR N	WATER/SEWER OPERATION	171.83
97279	BLACK ROCK CABLE INC	IRU MAINTENANCE FEE	CENTRAL SERVICES	83.47
	BLACK ROCK CABLE INC	I-NET LEASE	CENTRAL SERVICES	536.93
97280	BLUMENTHAL UNIFORMS	LAPEL MICROPHONE KIT	POLICE PATROL	106.62
	BLUMENTHAL UNIFORMS	UNIFORM-MAPLES	POLICE PATROL	222.93
	BLUMENTHAL UNIFORMS	LAPEL MICROPHONE KITS	POLICE PATROL	866.05
97281	CELLEBRITE USA, INC.	SOFTWARE RENEWAL	GENERAL FUND	-272.71
	CELLEBRITE USA, INC.		POLICE INVESTIGATION	3,371.70
97282	CHICAGO TITLE INSURA	EARNEST-CRANE	GMA-PARKS	5,000.00
97283	CITIES & TOWNS	2015 MEMBERSHIP DUES	NON-DEPARTMENTAL	100.00
97284	CIVICPLUS	ANNUAL HOSTING AND SUPPORT FEE	EXECUTIVE ADMIN	4,611.79
97285	CNR INC	MAINTENANCE CONTRACT-JAN 2015	COMPUTER SERVICES	1,358.29
97286	CODE PUBLISHING	MMC ELEC UPDATE	CITY CLERK	426.50
97287	COE, MICHAEL & JILL	UB 221190000000 4729 122ND PL	WATER/SEWER OPERATION	74.60
97288	CONAHAN, SCOTT & HEI	UB 180562000000 3710 136TH ST	WATER/SEWER OPERATION	6.44
97289	CRMA INVESTMENTS LLC	UB 570703740001 2921 176TH ST	WATER/SEWER OPERATION	32.28
97290	CROW, LINDSAY	UB 761801050003 6710 69TH DR N	WATER/SEWER OPERATION	306.55
97291	CUMMINS NORTHWEST	ENGINE COOLANT	EQUIPMENT RENTAL	259.91
97292	CUTTING EDGE TRAININ	TRAINING-VERMEULEN	POLICE TRAINING-FIREARMS	114.00
	CUTTING EDGE TRAININ	TRAINING-MAPLES & VERMEULEN	POLICE TRAINING-FIREARMS	218.00
97293	DIAMOND B CONSTRUCT	HVAC MAINTENANCE	SOURCE OF SUPPLY	98.76
	DIAMOND B CONSTRUCT		PARK & RECREATION FAC	206.84
	DIAMOND B CONSTRUCT		NON-DEPARTMENTAL	231.94
	DIAMOND B CONSTRUCT		MAINT OF GENL PLANT	251.58
	DIAMOND B CONSTRUCT		COMMUNITY CENTER	305.60
	DIAMOND B CONSTRUCT		WATER FILTRATION PLANT	625.00
	DIAMOND B CONSTRUCT		MAINTENANCE	683.84
	DIAMOND B CONSTRUCT		COURT FACILITIES	818.04
	DIAMOND B CONSTRUCT		UTIL ADMIN	832.02
	DIAMOND B CONSTRUCT		ADMIN FACILITIES	883.15
	DIAMOND B CONSTRUCT		WASTE WATER TREATMENT F	1,046.00
	DIAMOND B CONSTRUCT		LIBRARY-GENL	1,140.98
	DIAMOND B CONSTRUCT		PUBLIC SAFETY BLDG.	1,261.23
97294	DMCMA	DMCMA MEMBERSHIP-ELSNER	MUNICIPAL COURTS	150.00
	DMCMA	DMCMA MEMBERSHIP-RICKER	MUNICIPAL COURTS	150.00
97295	DYSON, VANESSA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
97296	E&E LUMBER	NAIL GUN AND NAILS	PARK & RECREATION FAC	124.66
	E&E LUMBER	LUMBER, PUTTY, FILLER AND HOOK	PARK & RECREATION FAC	155.24
97297	EVERETT HERALD	NEWSPAPER SUBSCRIPTION	POLICE ADMINISTRATION	180.00
97298	FIELDS, STEVE	UB 986522000000 6522 32ND PL N	WATER/SEWER OPERATION	190.94
97299	FLEISHBEIN-TAYLOR, M	UB 212690000000 4911 122ND PL	WATER/SEWER OPERATION	42.43
97300	FRONTIER COMMUNICATI	ACCT #36065150331108105	EXECUTIVE ADMIN	27.61
	FRONTIER COMMUNICATI	ACCT #36065852920604075	PERSONNEL ADMINISTRATIO	67.31
	FRONTIER COMMUNICATI	ACCT #36065894930725005	RECREATION SERVICES	69.59
	FRONTIER COMMUNICATI		POLICE INVESTIGATION	69.60
	FRONTIER COMMUNICATI	ACCT #36065891800622955	LIBRARY-GENL	95.45
	FRONTIER COMMUNICATI	ACCT #36065852920604075	MUNICIPAL COURTS	165.66
97301	FRONTIER COMMUNICATI	LONG DISTANCE CHARGES	CRIME PREVENTION	0.04
	FRONTIER COMMUNICATI		SOLID WASTE CUSTOMER EX	0.04
	FRONTIER COMMUNICATI		PURCHASING/CENTRAL STOF	0.04
	FRONTIER COMMUNICATI		YOUTH SERVICES	0.12
	FRONTIER COMMUNICATI		FACILITY MAINTENANCE	0.14
	FRONTIER COMMUNICATI		GENERAL SERVICES - OVERH	0.32
	FRONTIER COMMUNICATI		RECREATION SERVICES	0.34
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	0.37
	FRONTIER COMMUNICATI		STORM DRAINAGE	0.79
	FRONTIER COMMUNICATI		ANIMAL CONTROL	0.92
	FRONTIER COMMUNICATI		PERSONNEL ADMINISTRATIO	2.22

**CITY OF MARYSVILLE**  
**INVOICE LIST**  
 FOR INVOICES FROM 1/9/2015 TO 1/14/2015

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
97301	FRONTIER COMMUNICATI	LONG DISTANCE CHARGES	CITY CLERK	2.81
	FRONTIER COMMUNICATI		LEGAL - PROSECUTION	4.36
	FRONTIER COMMUNICATI		FINANCE-GENL	4.70
	FRONTIER COMMUNICATI		UTILITY BILLING	4.90
	FRONTIER COMMUNICATI		COMMUNITY CENTER	5.02
	FRONTIER COMMUNICATI		UTIL ADMIN	6.78
	FRONTIER COMMUNICATI		PARK & RECREATION FAC	7.50
	FRONTIER COMMUNICATI		WASTE WATER TREATMENT F	7.85
	FRONTIER COMMUNICATI		ENGR-GENL	7.94
	FRONTIER COMMUNICATI		DETENTION & CORRECTION	8.13
	FRONTIER COMMUNICATI		COMPUTER SERVICES	8.77
	FRONTIER COMMUNICATI		EQUIPMENT RENTAL	9.34
	FRONTIER COMMUNICATI		POLICE PATROL	9.66
	FRONTIER COMMUNICATI		POLICE ADMINISTRATION	10.18
	FRONTIER COMMUNICATI		OFFICE OPERATIONS	10.69
	FRONTIER COMMUNICATI		EXECUTIVE ADMIN	12.31
	FRONTIER COMMUNICATI		MUNICIPAL COURTS	13.59
	FRONTIER COMMUNICATI		POLICE INVESTIGATION	18.26
	FRONTIER COMMUNICATI		LEGAL-GENL	20.65
	FRONTIER COMMUNICATI		COMMUNITY DEVELOPMENT-	25.29
97302	GREENHAUS PORTABLE	PORTABLE RENTAL	PARK & RECREATION FAC	121.00
97303	GREG RAIDONS DODGE	CONTROL PANEL AND PIGTAIL	EQUIPMENT RENTAL	243.59
97304	HATLOE'S DECORATING	CARPET AND TILE-COURTS	FACILITY REPLACEMENT	23,466.21
97305	IAEI	MEMBERSHIP DUES-ROCHE	COMMUNITY DEVELOPMENT-	102.00
97306	INSTITUTE OF TRANS	MEMBERSHIP DUES-HANNAHS	TRANSPORTATION MANAGEM	284.28
97307	JORGENSEN, ERIC	UB 451799000001 13801 58TH DR	WATER/SEWER OPERATION	10.75
97308	KELLER SUPPLY COMPAN	FACILITY REPLACEMENT PARTS	MAINT OF GENL PLANT	279.96
97309	LICENSING, DEPT OF	BOLLING, JEFFREY (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	FURNIER, GARY (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	LYLE, MAX (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	RILEY, KIMBERLY (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	WILLETT, JEFFREY (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	WILLETT, JOELLA (ORIGINAL)	GENERAL FUND	18.00
97310	MARYFEST	2013 HOTEL/MOTEL GRANT	HOTEL/MOTEL TAX	25,000.00
97311	MARYSVILLE FIRE DIST	FIRE CONTROL/EMERGENCY AID SER	FIRE-EMS	194,968.75
	MARYSVILLE FIRE DIST		FIRE-GENL	586,791.83
97312	MARYSVILLE PRINTING	BUSINESS CARDS	POLICE PATROL	42.38
97313	MCDONALD, TOM & LIND	UB 100140500000 9211 45TH DR N	WATER/SEWER OPERATION	12.38
97314	MCSWAIN, ROBERT	UB 048805000000 8805 78TH DR N	GARBAGE	24.40
97315	MEGAPATH CORPORATION	INTERNET SERVICES	COMPUTER SERVICES	263.83
97316	MORAN, CHRISTOPHER &	UB 800416700001 6509 57TH DR N	WATER/SEWER OPERATION	266.79
97317	NACM	NACM MEMBERSHIP-ELSNER	MUNICIPAL COURTS	125.00
97318	PARTS STORE, THE	THERMOSTAT	EQUIPMENT RENTAL	6.52
	PARTS STORE, THE	HOSE CLAMPS	EQUIPMENT RENTAL	13.27
	PARTS STORE, THE	BRAKE PADS AND WHEEL SEALS	EQUIPMENT RENTAL	46.31
	PARTS STORE, THE	DIST CAP AND ROTOR	EQUIPMENT RENTAL	61.05
	PARTS STORE, THE	SWITCHES AND LOCK KEY	EQUIPMENT RENTAL	102.51
97319	PERRY & LISA BURKHOL	UB 821564000001 6526 69TH ST N	GARBAGE	13.94
	PERRY & LISA BURKHOL		GARBAGE	33.64
97320	PETROCARD SYSTEMS	FUEL CONSUMED	STORM DRAINAGE	58.72
	PETROCARD SYSTEMS		ENGR-GENL	77.22
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	80.63
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	148.20
	PETROCARD SYSTEMS		COMMUNITY DEVELOPMENT-	300.05
	PETROCARD SYSTEMS		PARK & RECREATION FAC	362.38
	PETROCARD SYSTEMS		GENERAL SERVICES - OVERT	2,091.39
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	3,445.25
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	3,579.62
	PETROCARD SYSTEMS		POLICE PATROL	4,601.12
97321	PROGRESSIVE BUSINESS	SUBSCRIPTION RENEWAL-A/P	FINANCE-GENL	299.00
97322	PUBLIC FINANCE	LID 71 ADMINISTRATION	INTEREST & OTHER DEBT SE	989.14

**CITY OF MARYSVILLE  
 INVOICE LIST**

FOR INVOICES FROM 1/9/2015 TO 1/14/2015

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
97323	PUGET SOUND ENERGY	ACCT #200024981520	COMMUNITY CENTER	55.16
	PUGET SOUND ENERGY	ACCT #220002768939	PUBLIC SAFETY BLDG.	57.91
	PUGET SOUND ENERGY	ACCT #200007781657	PRO-SHOP	120.14
	PUGET SOUND ENERGY	ACCT #200007052364	MAINT OF GENL PLANT	155.99
	PUGET SOUND ENERGY	ACCT #200023493808	ADMIN FACILITIES	482.07
	PUGET SOUND ENERGY	ACCT #200004804056	COURT FACILITIES	511.43
	PUGET SOUND ENERGY	ACCT #200013812314	MAINT OF GENL PLANT	1,126.01
	PUGET SOUND ENERGY	ACCT #200010703029	PUBLIC SAFETY BLDG.	1,334.86
97324	RAILROAD MANAGEMENT	WATER/SEWER PIPELINE CROSSINGS	UTIL ADMIN	160.78
97325	RASAR, DAVID	REIMBURSE HAZWOPER REFRESHER C	STORM DRAINAGE	39.95
97326	RE/MAX ELITE	UB 651449006503 6013 102ND ST	WATER/SEWER OPERATION	124.91
97327	REVENUE, DEPT OF	4TH QTR LEASEHOLD TAX 2014	PRO-SHOP	0.02
	REVENUE, DEPT OF		PARK & RECREATION FAC	590.97
	REVENUE, DEPT OF		WATER/SEWER OPERATION	749.31
	REVENUE, DEPT OF		GENERAL FUND	1,074.96
	REVENUE, DEPT OF		WATER SERVICES	1,112.06
	REVENUE, DEPT OF		GOLF COURSE	1,787.70
97328	RICOH USA, INC.	PRINTER/COPIER CHARGES	MAINTENANCE	27.73
	RICOH USA, INC.		COMMUNITY CENTER	27.73
	RICOH USA, INC.		POLICE PATROL	65.77
	RICOH USA, INC.		PROPERTY TASK FORCE	74.84
	RICOH USA, INC.		GENERAL SERVICES - OVERT	87.69
	RICOH USA, INC.		LEGAL - PROSECUTION	131.22
	RICOH USA, INC.		ENGR-GENL	143.75
	RICOH USA, INC.		POLICE INVESTIGATION	144.18
	RICOH USA, INC.		UTILITY BILLING	178.81
	RICOH USA, INC.		EXECUTIVE ADMIN	186.24
	RICOH USA, INC.		CITY CLERK	199.44
	RICOH USA, INC.		FINANCE-GENL	199.44
	RICOH USA, INC.		PERSONNEL ADMINISTRATIO	206.95
	RICOH USA, INC.		PROBATION	212.17
	RICOH USA, INC.		WASTE WATER TREATMENT F	235.15
	RICOH USA, INC.		DETENTION & CORRECTION	260.96
	RICOH USA, INC.		PARK & RECREATION FAC	308.59
	RICOH USA, INC.		UTIL ADMIN	377.22
	RICOH USA, INC.		COMMUNITY DEVELOPMENT-	583.19
	RICOH USA, INC.		OFFICE OPERATIONS	849.25
97329	SNO CO BAR ASSOC	MEMBERSHIP DUES-MILLETT	LEGAL - PROSECUTION	85.00
	SNO CO BAR ASSOC	MEMBERSHIP DUES-TREACY	LEGAL - PROSECUTION	85.00
97330	SONITROL	SECURITY MONITORING SERVICES	PARK & RECREATION FAC	132.00
	SONITROL		UTIL ADMIN	133.00
	SONITROL		COMMUNITY CENTER	142.00
	SONITROL		PUBLIC SAFETY BLDG.	160.00
	SONITROL		MAINT OF GENL PLANT	286.00
	SONITROL		ADMIN FACILITIES	333.00
	SONITROL		WASTE WATER TREATMENT F	491.26
97331	STETNER, ANTON	UB 110380000001 4318 94TH PL N	WATER/SEWER OPERATION	114.92
97332	TALMADGE-FITZPATRICK	LEGAL SERVICES	NON-DEPARTMENTAL	61.92
	TALMADGE-FITZPATRICK		WASTE WATER TREATMENT F	185.71
97333	TIMMONS, LEONA	REFUND CLASS FEES	PARKS-RECREATION	55.00
97334	UNION BANK	UB 960950000002 1528 10TH ST	WATER/SEWER OPERATION	679.79
97335	VAN DAM'S ABBEY	CARPET AND BASE	CAPITAL OUTLAY	1,273.96
97336	VERIZON	AMR LINES	METER READING	256.72
97337	VISSER, HARLEAN	UB 821641030000 7008 66TH DR N	WATER/SEWER OPERATION	135.54
97338	WA REC & PARK ASSN	WRPA CONFERENCE-MIZELL	RECREATION SERVICES	269.00
97339	WATAI	MEMBERSHIP DUES-MCSHANE	POLICE PATROL	50.00
97340	WCIA	NOTARY BOND-DUBEAU	LEGAL - PROSECUTION	50.00
97341	WEBCHECK	WEBCHECK SERVICES-DEC 2014	UTILITY BILLING	664.63
97342	WEED GRAAFSTRA	EARNEST-KEISO	GMA-PARKS	1,000.00
97343	WMTA	2015 MEMBERSHIP DUES-LANGDON/G	FINANCE-GENL	80.00
97344	WOODS, KYLE	REIMBURSE TRAFFIC COUNTER SUPP	ENGR-GENL	34.69

**CITY OF MARYSVILLE  
 INVOICE LIST  
 FOR INVOICES FROM 1/9/2015 TO 1/14/2015**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
97345	WWCPA	WWCPA CERTIFICATION RENEWAL-BR	STORM DRAINAGE	15.00
	WWCPA	WWCPA CERTIFICATION RENEWAL-CA	TRAINING	15.00
	WWCPA		STORM DRAINAGE	15.00
	WWCPA	WWCPA CERTIFICATION RENEWAL-DZ	UTIL ADMIN	15.00
	WWCPA	WWCPA CERTIFICATION RENEWAL-KI	TRAINING	15.00
	WWCPA	WWCPA CERTIFICATION RENEWAL-LA	UTIL ADMIN	15.00
	WWCPA	WWCPA CERTIFICATION RENEWAL-PE	STORM DRAINAGE	15.00
	WWCPA	WWCPA CERTIFICATION RENEWAL-SC	STORM DRAINAGE	15.00
	WWCPA	WWCPA CERTIFICATION RENEWAL-ST	UTIL ADMIN	15.00
	WWCPA	WWCPA CERTIFICATION RENEWAL-WE	TRAINING	15.00

**WARRANT TOTAL:**

**906,024.67**

REASON FOR VOIDS:  
 UNCLAIMED PROPERTY  
 INITIATOR ERROR  
 WRONG VENDOR  
 CHECK LOST/DAMAGED IN MAIL

CHECK # 97097      INITIATOR ERROR      (114.92)

**905,909.75**

# *Index #6*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: January 26, 2015**

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 January 20, 2015 payroll in the amount \$873,299.84 Check No.'s 28548 through 28587 with Check No. 28264 voided to be reissued through Accounts Payable.

**COUNCIL ACTION:**

# *Index #5*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: January 26, 2015**

AGENDA ITEM: Snohomish County Human Services Grant Contract Senior Services Project Program Contract Renewal	AGENDA SECTION:	
PREPARED BY:  Jim Ballew – Director of Parks and Recreation	AGENDA NUMBER:	
ATTACHMENTS: Snohomish County Human Services Grant Agreement HS-14-019G	APPROVED BY: J. Ballew	
	MAYOR	CAO
BUDGET CODE:	AMOUNT: \$11,000.00	

**Summary:**

The Parks and Recreation Department has been awarded a renewal grant-in aid Agreement through the Snohomish County Division of Long Term Care and Aging Program to offset part-time personnel costs for the balance of 2015. The total grant is for \$11,000 which will cover the salaries and benefits for the Ken Baxter Community Center Program Clerk. This is now a full time position which assists the Coordinator position in a variety of functions and events throughout the year.

Snohomish County has issued language changes to the Basic Terms and Conditions of the grant as a revision to the Agreement. The revisions are updates to the basic terms including revisions to the Section IV Subcontracting section.

**Recommended Action:**

Staff recommends the City Council authorize the Mayor to sign the revised Agreement recognizing the changes by Snohomish County Human Services Grant Agreement which provides \$11,000 in reimbursed funds for the salaries and benefits of the Program Clerk position at the Ken Baxter Community Center through 2015.

**SNOHOMISH COUNTY  
HUMAN SERVICES DEPARTMENT**



## **2015 BASIC TERMS AND CONDITIONS EXPLANATION**

The 2015 Basic Terms and Conditions agreement with the Snohomish County Human Services Department includes new sections and updates to current sections.

Most of these changes are a result of changes to federal regulations, including terminology. One significant federal change is replacing the term “vendor” with “contractor.” Since “contractor” was a term used in the Basic Terms and Conditions and contracts to refer to the entities that we contract with, we have replaced “contractor” with “agency.”

### **Section II. DEFINITIONS**

Added the following terms:

1. Added “Agency” as term for entity that is party to the Agreement.
2. Replaced the term “Vendor” with “Contractor.”
3. Updated definition of “Equipment” per federal regulation.
4. Replaced “Subcontractor” with “Subagency.”

### **Section IV. SUBCONTRACTING**

Added the following clauses to be included in subcontracts:

1. Covenant against contingent fees;
2. Noncompliance with nondiscrimination plan;
3. Treatment of client assets;
4. Maintenance of records;
5. Ownership of material;
6. Ownership of real property, equipment and supplies;
7. Procurement standards;
8. Drug-free workplace; and
9. Lobbying and Certification.

The Bonding requirement was deleted. (See Section XXXVI. below)

### **Section XXVIII. TREATMENT OF ASSETS**

Updated H. to require County approval for all purchases of non-expendable personal property.

### **Section XXIX. PROCUREMENT STANDARDS**

Added F. Snohomish County Environmentally Preferable Purchasing and Utilization Policy.

**These requirements were previously included in individual contracts.**

### **Section XXXIII. AUDIT REQUIREMENTS**

Updated B. OMB Audits, and C. Other Audits, to new federal regulations.

**Section XXXV. INSURANCE**

Updated language in the insurance section as per Risk Management. There are no changes to the requirements.

**Section XXXVI. Bonding**

This Section was removed as all Bonding requirements are contained in applicable contracts.

**Section XLIX. ACCEPTABLE FORM OF SIGNATURE**

New section added to allow use of scanned signatures for contracts and contract related documents.

**SIGNATURE LINE**

Added signature line for Risk Management approval

**CONTRACT FACE SHEET**

In addition to the updates to the Basic Terms and Conditions, changes to the federal regulations also required revisions and additions to be made to the contract face sheet. Below is an overview of the changes:

**STATUS DETERMINATION**

Changed the term “vendor” to “contractor.”

**CONTRACTING ORGANIZATION Section**

Addition of “Unique Entity Identifier.” This is the number assigned to the agency for Federal Identification purposes. This will not be applicable if your agency has never applied for or received federal funding.

**FUNDING Section**

Addition of the Federal Award ID number.

**BASIC TERMS AND CONDITIONS AGREEMENT Number**

Update to 2015 number.

**Paragraph above signature line**

Update the term “Contractor” to “Agency.”

BASIC TERMS AND CONDITIONS  
BETWEEN  
SNOHOMISH COUNTY  
AND  
**CITY OF MARYSVILLE PARKS**

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## BASIC TERMS AND CONDITIONS

THIS DOCUMENT of Basic Terms and Conditions, hereinafter referred to as the “Agreement,” is entered into by and between Snohomish County, a political subdivision of the State of Washington, on behalf of its Human Services Department, hereinafter referred to as “County,” and City of Marysville Parks, hereinafter referred to as “Agency.”

### I. PURPOSE

It is the purpose of this document to establish appropriate basic terms and conditions which may be incorporated by reference into subsequent contracts between the County and the Agency for social and health services funded in whole or in part by or through the County. This document has no independent force or effect.

### II. DEFINITIONS

As used throughout this Agreement and any Contract incorporating this Agreement, unless specified otherwise, the following terms shall have the meanings set forth below:

- A. “Acquisition costs” shall mean that amount expended for property, excluding interest, plus, in the case of property acquired with a trade-in, the book value (acquisition cost less the amount depreciated through the date of trade-in) of the property traded in. Property which was expended when acquired has a book value of zero when traded in.
- B. “Agency” shall mean the entity that is a party to this Agreement, and includes the Agency’s officers, directors, trustees, employees and/or agents unless otherwise stated in this Agreement. For purposes of this Agreement, neither the Agency nor its officers, directors, trustees, employees or agents shall be considered an employee of the County.
- C. “Assignment” shall mean the act of transferring the rights and obligations of a party under this Agreement or any Contract to another not party to this Agreement or any Contract.
- D. “BARS” shall mean the “Budgeting, Accounting, and Reporting System for Counties and Cities and Other Local Governments,” as now or hereafter amended, issued by the Office of the State Auditor, State of Washington, and the BARS Manual Supplements issued by state agencies.
- E. “CFR” shall mean the Code of Federal Regulations. All references in this Agreement or any Contract to the CFR shall include any successor, amended, or replacement regulation.
- F. “Client” shall mean an individual who is eligible for or receiving services provided by the Agency in connection with any Contract.
- G. “Contract” shall mean any agreement between the County and the Agency that incorporates this Agreement by reference.
- H. “Contractor” shall mean an entity that agrees to provide the amount and kind of services requested; provides services only for those determined to be eligible; and

provides services on a fee-for-service or per-unit basis with contractual penalties if it fails to meet program performance standards.

- I. "Debarment" shall mean an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
- J. "Director" shall mean the Director of the Snohomish County Human Services Department and/or the delegate authorized in writing to act on the Director's behalf.
- K. "Equipment" shall mean an article of nonexpendable, tangible personal property or information technology systems and software having a useful life of more than one (1) year and an acquisition cost of \$5,000 or more per unit.
- L. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996 (Pub. L. No. 104-191, 79 Stat. 1936), as codified at 42 U.S.C. §§ 1320d-d8, and its implementing regulations set forth at 45 CFR Parts 160 and 164.
- M. "Nonexpendable personal property" shall mean tangible personal property having a useful life of more than one (1) year and an acquisition cost of \$500 or more per unit.
- N. "OMB" shall mean the federal Office of Management and Budget.
- O. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- P. "Personal property" shall mean property of any kind except real property.
- Q. "RCW" shall mean the Revised Code of Washington. All references to RCW chapters or sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters and sections can be accessed at <http://slc.leg.wa.gov/>.
- R. "Real property" shall mean any interest in land, including land improvements, structures, and appurtenances thereto, excluding movable machinery and equipment.
- S. "Regulation" shall mean any federal, state, or local regulation, rule, or ordinance.
- T. "Secure Area" shall mean an area to which only authorized representatives of the entity possessing the Personal Information have access. Secured Areas may include buildings, rooms, or locked storage containers (such as filing cabinets) within a room, as long as access to the Personal Information is not available to unauthorized personnel.
- U. "Subcontract" shall mean any separate agreement or contract between the Agency and a Subagency to perform all or a portion of the duties and obligations that the Agency is obligated to perform pursuant to this Agreement or any Contract.
- V. "Subagency" shall mean any person, partnership, corporation, association, or organization, not in the employment of the Agency, who is performing under contract with the Agency in any tier, all or part of any services under any Contract incorporating this Agreement.

- W. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual who is a beneficiary of such a program. A Subrecipient may also be a recipient of other federal awards directly from a federal awarding agency.
- X. "Supplies" shall mean all tangible personal property other than equipment.
- Y. "Trusted System" includes only the following methods of physical delivery:
  1. Hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt;
  2. United States Postal Service (USPS) first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; and
  3. Commercial delivery services (e.g., FedEx, UPS, DHL) which offer tracking and receipt confirmation.
- Z. "Useful life" of property shall mean its useful life as based on the U.S. Department of Treasury, Internal Revenue Service, policies and regulations on depreciation for federal tax purposes, unless the Agency can document to the written satisfaction of the County some different period.
- AA. "WAC" shall mean the Washington Administrative Code. All references to WAC chapters or sections shall include any successor, amended or replacement regulation. Pertinent WAC chapters or sections can be accessed at <http://slc.leg.wa.gov/>.

### III. ASSIGNMENT AND DELEGATION

The Agency shall not subcontract, assign, or delegate any rights or obligations under this Agreement or any Contract, either in whole or in part, without the prior express written approval of the County and the written assumption of the Agency's obligations by the third party.

### IV. SUBCONTRACTING

- A. The Agency shall not subcontract work or services provided under any Contract without obtaining the prior express written authorization of the County.
- B. Subagencies are prohibited from subcontracting for direct client services without the prior express written approval of the County.
- C. The Agency shall be responsible for the acts and omissions of its Subagencies.
- D. At the County's request, the Agency will forward to the County copies of Subcontracts and fiscal, programmatic, and other material pertaining to Subcontracts.
- E. Every Subcontract entered into by the Agency under any Contract shall be in writing and incorporate the following clauses of this Agreement, with word changes where appropriate to properly identify the parties to the Subcontract:
  1. Definitions;
  2. Assignment and delegation;

3. Subcontracting;
  4. Duplication of effort;
  5. Relationship of parties;
  6. Debarment and suspension;
  7. Conflicts of interest and kickbacks;
  8. Covenant against contingent fees;
  9. Performance standards and licensing;
  10. Services provided in accordance with law;
  11. Compliance with funding source requirements;
  12. Compliance with Snohomish County Human Rights Ordinance;
  13. Nondiscrimination and affirmative action;
  14. Noncompliance with nondiscrimination plan;
  15. Client grievances;
  16. Confidentiality;
  17. Background checks;
  18. Treatment of client assets;
  19. Reports;
  20. Maintenance of records;
  21. Rights in data;
  22. Ownership of material;
  23. Ownership of real property, equipment and supplies;
  24. Right of inspection and access;
  25. Treatment of assets;
  26. Procurement standards;
  27. Fiscal accountability standards;
  28. Audit requirements;
  29. Insurance;
  30. Indemnification;
  31. Responsibility;
  32. Drug-free workplace; and
  33. Lobbying and certification.
- F. If the Agency delegates responsibility for determining service recipient eligibility to the Subagency, the Subcontract shall include:

1. A provision acceptable to the County that specifies how eligibility will be determined;
2. A provision acceptable to the County that specifies how service applicants and recipients will be informed of their right to a hearing in the case of:
  - a. Denial or termination of service; and/or
  - b. Failure to act upon a request for service with reasonable promptness; and
3. A provision acceptable to the County that states Subcontract termination shall not be grounds for a fair hearing for the service applicant or recipient under the terms of this section if:
  - a. Similar services are immediately available in the County; or
  - b. Termination was the result of termination under the clause of this Agreement captioned "Termination for Lack of Funding."

G. The obligations, which shall be set forth in any Subcontract, include:

1. Performance of the Agency's obligations under the Subcontract;
2. Only subcontracting with entities or persons that maintain appropriate license, certification or government approvals when required;
3. Responsibility for Subagency compliance with the Subcontract terms, including reporting procedures; and
4. Seeking appropriate administrative, contractual, or legal remedies for Subagency breach of Contract terms.

#### V. DUPLICATION OF EFFORT

The Agency certifies that work to be performed under any Contract will not duplicate any work to be charged against any other contract, subcontract, or other source.

#### VI. RELATIONSHIPS OF PARTIES

The Agency will perform the services under this Agreement and any Contract as an independent contractor and not as an agent, employee, or servant of the County or any state or federal agency. The Agency, its agents and employees are not entitled to any benefits or rights enjoyed by employees of the County or any state or federal agency. The Agency shall direct and control Agency's own activities in providing services under this Agreement, any Contract, and any Subcontract approved by the County. The County shall only have the right to ensure performance. Nothing in this Agreement or any Contract shall be construed to render the parties partners or joint ventures.

#### VII. DEBARMENT AND SUSPENSION

All Contracts awarding federal resources are subject to the provisions of federal Executive Order 12549 and federal Executive Order 12689, "Debarment and Suspension," including any amendments, as follows:

- A. Agencies and Subagencies must not make any award or permit any award (contract or subcontract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs

under federal Executive Order 12549 and federal Executive Order 12689, “Debarment and Suspension.” Agencies shall consult and require their Subagencies at any tier, when charged as direct cost, to consult the consolidated list of “Parties Excluded from Federal Procurement and/or Nonprocurement Programs” to assure that they do not award federal grant funds to listed parties in violation of the federal Executive Orders.

- B. If an Agency believes that there are compelling reasons for making an award to a debarred, suspended, or voluntarily excluded person in a particular case, the Agency may apply for a waiver from this requirement, pursuant to federal Executive Order 12549. Such waivers will be granted only in unusual circumstances upon the written determination, by an authorized federal agency official, of the compelling reasons justifying the participation.
- C. The Agency, by signature to this Agreement and to each Contract into which this Agreement is incorporated, certifies that the Agency is not now or then presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in any Contract by any federal department or agency.
- D. The Agency also agrees to include the following required language in all Subcontracts into which it enters, resulting directly from the Agency’s duty to provide services under any Contract:

#### LOWER TIER COVERED TRANSACTIONS

- 1. The lower tier subagency certifies, by signing this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2. When the lower tier subagency is unable to certify to any of the statements in the contract, such subagency shall attach an explanation to the contract.
- E. The Agency shall notify the County within one (1) business day of any debarment proceedings brought against it or any of its Subcontractors.

#### VIII. CONFLICTS OF INTEREST AND KICKBACKS

- A. The Agency’s employees, subagencies, and board or committee members shall not use, or give the appearance of using, their positions for the personal gain of themselves or those with whom they have family, business, or other ties.
- B. The Agency’s employees, subagencies, and board or committee members shall not have or acquire any interest, direct or indirect, which would conflict with the performance of services under any Contract. The Agency shall not employ or subcontract with persons who have conflicts of interest, nor appoint them as members of its governing board or advisory committee(s).
- C. Personnel and governing board or advisory committee policies of the Agency shall include written standards of conduct governing conflict of interest and kickbacks.
- D. Gratuities in the form of entertainment, gifts, or otherwise offered by the Agency or an agent or representative of the Agency to any officer or employee of the County, with a view towards securing any Contract or securing favorable treatment with

respect to the awarding, amending, or the making of any determination, will render any Contract voidable at the option of the County.

- E. The County may, by written notice to the Agency, suspend or terminate any Contract in whole or in part if it is found that any of the following laws, or their successors, have been violated in obtaining this Agreement or any Contract, or in securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to this Agreement, any Contract or any Contracts or Subcontracts entered by the Agency or agencies contracting with the Agency under authority of this Agreement:
1. Misconduct of Public Officers, Chapter 42.20 RCW;
  2. Ethics in Public Service, Chapter 42.52 RCW;
  3. Kickbacks from Public Works Employees, 18 U.S.C. § 874.
- F. Additionally, the County may, by written notice, suspend or terminate any Contract in whole or in part with an Agency that is a local governmental entity if it is found that the Agency has violated the Code of Ethics for Municipal Officers – Contract Interests, Chapter 42.23 RCW.

#### IX. COVENANT AGAINST CONTINGENT FEES

The Agency warrants that no person or agency has been employed or retained on a contingent fee for the purpose of seeking or obtaining this Agreement or any Contract. This does not apply to legitimate employees or an established commercial or selling agency maintained by the Agency for the purpose of securing business. In the event of breach of this clause by the Agency, the County may at its discretion:

- A. Terminate this Agreement and any Contract under the procedures discussed in Section XLIII without any liability;
- B. Deduct from the Contract price or consideration, or otherwise recover, the full amount of any such contingent fee; and
- C. Seek such other remedies as are legally available.

#### X. NONWAIVER OF COUNTY RIGHTS

The County's failure to insist upon the strict performance of any provision of this Agreement or any Contract, its failure to exercise any right based upon a breach thereof, or its acceptance of any defective performance shall not constitute a waiver of any rights under this Agreement or any Contract, unless stated to be such in writing signed by an authorized representative of the County and attached to the original Agreement or Contract.

#### XI. PERFORMANCE STANDARDS AND LICENSING

The Agency shall comply with all applicable local, state, and federal licensing and accrediting requirements/standards and any other standards or criteria established by the County to assure the quality of services necessary for the performance of any Contract.

XII. SERVICES PROVIDED IN ACCORDANCE WITH LAW

The Agency and the County shall comply with all applicable laws, rules, ordinances, codes, and regulations of local, state, and federal governments, as now existing or hereafter enacted or amended in the performance of any Contract.

XIII. COMPLIANCE WITH FUNDING SOURCE REQUIREMENTS

The Agency shall comply with all conditions, terms and requirements of any funding source that wholly or partially funds the Agency's work under any Contract.

XIV. PROPRIETARY SOFTWARE APPLICATIONS

In the event the Agency accesses the County's proprietary software applications to perform any work under any Contract, the Agency shall read and agree to the terms and conditions of the software license agreement, and shall not violate the terms and conditions of the software license agreement including, but not limited to:

- A. Restricting the use of the software application to employees or subcontractors;
- B. Not "pirating" or reverse engineering the software application; and/or
- C. Otherwise using the application in any way that may harm the County or violate the terms and conditions of the software license agreement.

XV. COMPLIANCE WITH SNOHOMISH COUNTY HUMAN RIGHTS ORDINANCE

It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

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

XVI. NONDISCRIMINATION AND AFFIRMATIVE ACTION

During the performance of any Contract, the Agency and its Subagencies, if any, shall comply with federal and state laws against discrimination including, where applicable, the state funding agency's nondiscrimination plan. Nondiscrimination requirements include, but are not limited to:

- A. Nondiscrimination in Employment:

1. The Agency and its Subagencies, if any, shall not discriminate against any employee or applicant for employment on the basis of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, Vietnam era or other veterans' status, or mental or physical handicap.
2. The Agency and its Subagencies, if any, shall take affirmative action to ensure that employees are treated without discrimination on the basis of race, color, sex, sexual orientation, religion or national origin, creed, marital status, age, Vietnam era or other veterans' status, or mental or physical handicap. Such action shall include, but not be limited to, the following: promotion, demotion, transfer, termination, recruitment, advertising, training, apprenticeships, and rates of pay or other forms of compensation and benefits.
3. The Agency and its Subagencies, if any, shall agree to post in a conspicuous place available to employees and applicants, employment notices provided by the County setting forth the provisions of this nondiscrimination clause.
4. All solicitations, advertisements, or announcements for employees, volunteers, and board or advisory committee members will include reference to the Agency's policy of nondiscrimination and affirmative action. Classified advertisements shall include the initials "EEOC/AA". All other solicitations, advertisements, or announcements shall include the following statement:
 

*All qualified applicants will receive consideration without regard to race, color, sex, sexual orientation, religion or national origin, creed, marital status, age, Vietnam era or other veterans' status, or mental or physical handicap.*
5. All Subcontracts awarded in excess of \$10,000 by the Agency or any Subagency shall contain a provision requiring compliance with federal Executive Order 11246 entitled "Equal Employment Opportunity," as amended by federal Executive Order 11375, and supplemented by 41 CFR Chapter 60.
6. Agencies with fifty (50) or more employees and government contracts of \$50,000 or more in federal funds are required by Executive Order 11246 to develop and implement a written affirmative action program.

B. Nondiscrimination in Client Services:

1. The Agency and its Subagencies, if any, shall not on the grounds of race, color, sex, sexual orientation, religion, creed, national origin, marital status, age, Vietnam era or other veterans' status, or mental or physical handicap:
  - a. Deny, restrict, limit, or treat differently qualified individuals for the purposes of the participation in and the delivery of services and/or benefits made available to others; or
  - b. Employ criteria or methods of selection of recipients, individually or as a class, or administering services and/or benefits that have the effect of subjecting qualified individuals to discrimination or unequal treatment.
2. The Agency and its Subagencies, if any, shall abide by all provisions of Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112, 87 Stat. 355) (the "Rehabilitation Act"), and the Americans with Disabilities Act of 1990 (Pub. L.

101-336, 104 Stat. 327, codified at 42 U.S.C. § 12101 et seq.) (the “ADA”), and any amendments, prohibiting discrimination against handicapped persons.

3. If subcontracting has been authorized by the County, the terms required in this Agreement and any additional appropriate safeguards against discrimination shall be included in the Subcontract and shall be binding upon the Subagency in order to prohibit discrimination or unequal treatment. The Agency shall ensure full compliance with the provisions of this clause.

#### XVII. NONCOMPLIANCE WITH NONDISCRIMINATION PLAN

In the event of the Agency’s noncompliance or refusal to comply with the nondiscrimination provisions in this Agreement, the County may rescind, cancel, suspend, or terminate any Contract, as described in Section XLIII of this Agreement, in whole or in part, and declare the Agency ineligible for further Contracts with the County. The County may, however, give the Agency a reasonable time to cure the noncompliance, at the County’s discretion.

#### XVIII. CLIENT GRIEVANCES

- A. The Agency shall establish procedures through which applicants for and recipients of services under any Contract may present grievances concerning the activities of the Agency or any Subagencies related to service delivery. The procedures shall be written and submitted to the County for approval. The Agency shall record and maintain in writing all grievances and actions taken to resolve them.
- B. The grievance procedures shall provide applicants and recipients with a review of the Agency’s decision before representatives of the Agency. Applicants for, and recipients of, services described in the Statement of Work in any Contract shall be informed of these grievance procedures and their right to seek reconsideration from the Agency or the Division Manager for the Snohomish County Human Services Department in the case of denial or termination of services and/or failure to act upon a request for services with reasonable promptness.
- C. If an applicant or recipient is dissatisfied with a response to a complaint by the Agency or Division Manager for the Snohomish County Human Services Department, the applicant or recipient may request a review by the Director of the Snohomish County Human Services Department.

#### XIX. CONFIDENTIALITY

- A. The parties may use Personal Information and other information gained by reason of any Contract only for the purpose of the Contract. The County and Agency shall not disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of Personal Information, with the prior written consent of the person or personal representative of the person to whom the Personal Information pertains.
- B. The Agency shall protect and maintain all Confidential Information gained by reason of any Contract against unauthorized use, access, disclosure, modification or loss. This duty requires the Agency to employ reasonable security measures, which include restricting access to the Confidential Information by:

1. Allowing access only to staff that have an authorized business requirement to view the Confidential Information;
  2. Physically securing any computers, documents, or other media containing the Confidential Information;
  3. Ensuring the security of Confidential Information transmitted via fax (facsimile) by verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons;
  4. When transporting records containing Confidential Information outside of a Secure Area, do one or more of the following as appropriate:
    - a. Use a Trusted System; and
    - b. Encrypt the Confidential Information, including:
      - (i) Email and/or email attachments; and
      - (ii) Confidential Information when it is stored on portable devices or media, including, but not limited to laptop computers and flash memory devices; and
  5. Sending paper documents containing Confidential Information via a Trusted System.
- B. To the extent allowed by law, at the end of any Contract term, or when no longer needed, the parties shall return Confidential Information or certify in writing the destruction of Confidential Information upon written request by the other party.
- C. Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and the Confidential Information destroyed through the recycling process. Paper documents containing Confidential Information require special handling (e.g., protected health information) must be destroyed through shredding, pulping or incinerations.
- D. The compromise or potential compromise of Confidential Information must be reported to the County contact designated on any Contract within five (5) business days of discovery for breaches of less than 500 persons' protected data, and three (3) business days of discovery for breaches of 500 or more persons' protected data. The parties must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law.
- F. The Agency may be required to provide additional safeguards and acknowledgment of recipient rights under HIPAA, in accordance with the Agency's independent HIPAA obligations or those required by any Contract.

## XX. BACKGROUND CHECKS

- A. Any Agency which has a Contract to provide services, housing, or otherwise care for vulnerable adults, developmentally disabled persons, juveniles, or children, or provide child day care, early learning, or early childhood education services shall ensure all staff and volunteers have a background check on file as per RCW 43.43.830-43.43.845.

- B. A background check must be completed at the time of employment or commencement of volunteer duties.
- C. If circumstances arise that cause a provider to question the need for another background check, they are encouraged to implement another check. All persons convicted of crimes listed in RCW 43.43.830 and RCW 43.43.842 are prohibited from having access to program participants.

#### XXI. TREATMENT OF CLIENT ASSETS

Unless otherwise provided in any Contract, the Agency shall ensure that any adult client receiving services from the Agency under any Contract has unrestricted access to the client's personal property. The Agency shall not interfere with any adult client's ownership, possession, or use of the client's property. The Agency shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination or expiration of any Contract, the Agency shall immediately release to the client and/or the client's guardian or custodian all of the client's personal property. This section does not prohibit the Agency from implementing such lawful and reasonable policies, procedures and practices as the Agency deems necessary for safe, appropriate, and effective service delivery (for example, appropriately restricting clients' access to, or possession or use of, lawful or unlawful weapons and drugs).

#### XXII. REPORTS

The Agency shall timely provide to the County and to any state or federal funding agency such financial, program, and other reports, in such formats as required by this Agreement or any Contract.

#### XXIII. MAINTENANCE OF RECORDS

- A. The Agency shall retain for a period of six (6) years from the termination of any Contract unless required otherwise by law:
  1. All financial, statistical, participant, and other records (including medical and treatment records) and supporting documentation;
  2. All records for nonexpendable personal property;
  3. All records to document performance of all acts required by law, regulation, this Agreement or that Contract;
  4. All records to demonstrate accounting procedures and practices that sufficiently and properly document the Agency's invoices to the County under that Contract; and
  5. All records sufficient to substantiate the Agency's statement of its organization's structure, tax status, capabilities, and performance.
- B. If any litigation or audit is initiated, or if a claim is instituted involving this Agreement or any Contract, or a Subcontract entered pursuant to any Contract, the Agency shall retain all related records until the litigation, audit, or claim has been finally resolved.

## XXIV. RIGHTS IN DATA

All documents, program materials, books, manuals, films, reports, fiscal, and other data developed by the Agency under any Contract shall be for the common use of the Agency, the County, and the entity providing the funds for any Contract, subject to the limitations herein or by further agreement of the parties, including the following:

- A. The Agency shall not seek patent rights, or produce inventions, original books, manuals, films, or other patentable or copyrighted materials created or developed with funds provided by any Contract without the approval of the County. As to the latter, the Agency acknowledges the County's rights to ownership and protection of the public interest in such intellectual property and to negotiate agreements for reasonable royalty fees, administration, and protection of existing and future rights. The Agency shall not affix any restrictive markings upon any data produced with funds from any Contract, and if such markings are affixed, the County shall have the right to modify, remove, or ignore such markings.
- B. The County may duplicate, use, and disclose in any manner and for any purposes whatsoever, and have others so do, all data delivered under a Contract. If a Contract results in any copyrightable material or inventions, the County and the entity providing the funds for that Contract reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials covered by copyright for governmental purposes, PROVIDED, that with respect to data not originated in the performance of the Contract, such license shall be only to the extent that the Agency has the right to grant such license without becoming liable to pay compensation to others because of such grant. The Agency shall exert all reasonable effort to advise the County, at the time of delivery of data furnished under a Contract, of all invasions of right or privacy contained therein and of all portions of such data copied from work not composed or produced in the performance of the Contract and not licensed under this clause. The Agency shall report to the County promptly and in written detail each notice or claim of copyright infringement received by the Agency with respect to all data delivered under a Contract.
- C. All books, informational pamphlets, press releases, research reports, articles, and similar public notices prepared and released by the Agency for the services provided by any Contract shall include the statement, "This project receives funding from the Snohomish County Department of Human Services." In addition, all such notices will contain a statement acceptable to the County that the aforementioned project complies with Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq., the ADA, and the Rehabilitation Act.

## XXV. OWNERSHIP OF MATERIAL

Material created by the Agency and paid for by the County as a part of this Agreement or any Contract shall be owned by the County and shall be "work made for hire" as defined by 17 U.S.C. § 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Agency uses to perform this Agreement or any Contract, but is not created for or paid for by the County is owned by the Agency and is not "work made for hire"; however, the County shall have

a perpetual license to use this material for the County's internal purposes at no charge to the County, provided that such license shall be limited to the extent which the Agency has a right to grant such a license.

## XXVI. OWNERSHIP OF REAL PROPERTY, EQUIPMENT AND SUPPLIES

### A. Purchased by the Agency:

1. Title to all property, equipment and supplies purchased by the Agency with funds from any Contract shall vest in the Agency. When real property, or equipment with a per unit fair market value over \$5,000, is no longer needed for the purpose of carrying out any Contract, or any Contract is terminated or expired and will not be renewed, the Agency shall request disposition instructions from the County. If the per unit fair market value of equipment is under \$5,000, the Agency may retain, sell, or dispose of it with no further obligation.
2. When supplies with a total aggregate fair market value over \$5,000 are no longer needed for the purpose of carrying out any Contract, or any Contract is terminated or expired and will not be renewed, the Agency shall request disposition instructions from the County. If the total aggregate fair market value of supplies is under \$5,000, the Agency may retain, sell, or dispose of them with no further obligation.
3. Disposition and maintenance of property shall be in accordance with 45 CFR Parts 74 and 92.

### B. Purchased by the County:

Title to property, equipment or supplies purchased by the County and provided to the Agency to carry out the activities of any Contract shall remain with the County. When real property, equipment or supplies are no longer needed for the purpose of carrying out any Contract, or any Contract is terminated or expired and will not be renewed, the Agency shall request disposition instructions from the County.

## XXVII. RIGHT OF INSPECTION AND ACCESS

The Agency shall provide access to its records, facilities, and personnel at all reasonable times in order to monitor and/or evaluate performance, compliance, and quality assurance under this Agreement or any Contract. Access and assistance shall be given to the County, any state, federal, or other funding agency, the State Auditor, and to any other person authorized by law.

## XXVIII. TREATMENT OF ASSETS

- A. To secure the financial interest of the County in items purchased or developed with funds awarded through cost reimbursement under this Agreement or any Contract, the parties agree that:
  1. Title shall remain in the County; and
  2. Title to such nonexpendable personal property, which is purchased, developed, or acquired by the Agency and which is claimed as an acquisition cost, shall pass to and vest in the County upon delivery of such property by the Agency and shall

- not be rented, loaned, or transferred without the prior express written approval of the County.
- B. Unless provided otherwise by agreement of the parties, if the Agency elects to capitalize and depreciate such nonexpendable personal property in lieu of claiming the acquisition cost, title to such property shall remain with the Agency. An election to capitalize and depreciate or claim acquisition cost as a direct cost shall be irrevocable and must be made at the time the asset is purchased, developed, or acquired.
  - C. Such nonexpendable personal property shall only be used by the Agency or its Subagencies in the performance of this Agreement or any Contract, unless otherwise provided herein or approved by the County.
  - D. As a condition precedent to reimbursement for the purchase or acquisition of nonexpendable personal property, the Agency agrees to execute security instruments and other documents that are necessary for the County, state, federal, or other funding agency to protect its interest in such property in accordance with Article 9A of the Uniform Commercial Code, as codified in Title 62A RCW, including, but not limited to, completion of UCC-1, UCC-2, and UCC-3 forms. The Agency also agrees to name the County (or funding agency) as lien holder(s) on certificates of title for all motor vehicles in accordance with Title 46 RCW, unless otherwise approved by the County.
  - E. The Agency shall submit completed certificates of title and applicable UCC forms for equipment and fixtures to the County with the claim for reimbursement on which they are claimed. The security interest shall be retained beyond the term of any Contract for the serviceable life of the property, beginning on the date of purchase, to ensure its continued use for the purpose intended.
  - F. The Agency shall maintain records, perform inventories, and maintain control systems to prevent loss, damage, or theft of County property. The Agency shall be responsible for:
    1. Performing an annual physical inventory of all nonexpendable personal property of the County in its possession or control and requiring such inventories of any Subagency that is in possession of such property provided under a Subcontract to any Contract, at the end of the Agency's fiscal year during any Contract;
    2. Loss, damage and expenses, which result from negligence, willful misconduct, or lack of good faith on the part of the Agency or Subagencies or failure on the part of the Agency or Subagencies to maintain and administer the property in accordance with sound management practices;
    3. Ensuring that the property will be returned to the County in like condition as furnished to or acquired by the Agency, reasonable wear and tear excepted; and
    4. Notifying the County of loss, destruction, or damage to any County property and taking all reasonable steps to protect that property from further damage.
  - G. The Agency and any Subagency shall surrender to the County all property of the County within thirty (30) calendar days after rescission, termination, cancellation, or

expiration of this Agreement, or any Contract, unless otherwise mutually agreed between the Agency or Subagency and the County.

H. County approval is required prior to all purchases of non-expendable personal property.

## XXIX. PROCUREMENT STANDARDS

Agencies under a cost reimbursement Contract must establish policies and procedures for all purchases of nonexpendable property with an acquisition cost in excess of \$500 per unit unless stated differently in the specific terms of the Contract. The procurement system should include, but is not limited to, the following:

- A. A code or standard of conduct that shall govern the performance of its officers, employees, and/or agents engaged in the awarding of contracts using awarded funding.
- B. Provisions that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
- C. Procedural requirements are as follows:
  - 1. A procedure to assure the avoidance of purchasing unnecessary or duplicative items;
  - 2. Solicitations based upon a clear and accurate description of the technical requirements of the procured items;
  - 3. Positive efforts to utilize small and minority owned businesses;
  - 4. A procuring instrument appropriate for the particular procurement and for promoting the best interest of the program involved;
  - 5. Contracts made only with reasonable vendors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement;
  - 6. Some form of price or cost analysis performed in connection with every procurement action; and
  - 7. A system for Contract administration to ensure vendor conformance with terms, conditions, and specifications of the Contract and to ensure adequate and timely follow-up of all purchases.
- D. Procurement records and files for purchases shall include:
  - 1. Evidence of vendor selection or rejection;
  - 2. The basis for the cost or price; and
  - 3. Justification for lack of competitive bids if not obtained.
- E. Agencies and Subagencies under this Agreement, or any Contract, must obtain prior approval from the County to enter into sole source contracts or contracts where only one bid or proposal is received when the acquisition cost exceeds \$5,000. Requests for prior approval must include a copy of the proposed contract(s) and any related

procurement documents and justifications for noncompetitive procurement, if applicable.

- F. Agencies shall procure all materials, property, supplies or services in a manner that balances fiscal and environmental stewardship in accordance with the requirements of the Snohomish County Environmentally Preferable Purchasing and Utilization Policy Statement available for review and download on [the County website](#).

### XXX. FISCAL ACCOUNTABILITY STANDARDS

- A. During the Contract period, the Agency agrees to maintain financial systems which will assure the following for this Agreement and any Contract:
1. Accurate, current, and complete disclosure of all direct and indirect costs;
  2. Records that identify all sources and application of funds;
  3. Control and accountability for all funds, property, and other assets;
  4. Procedures that ensure comparison of actual costs with approved budgets;
  5. Procedures to assure timely disbursement of funds received by the Agency from the County;
  6. Procedures to assure all costs are allowable, reasonable, and are properly allocated to each funding source;
  7. Source documentation that supports all accounting records; and
  8. Procedures for timely and appropriate resolution of audit findings and recommendations.
- B. All fiscal books, records, documents, reports, and other data relating to this Agreement and any Contract shall be maintained and reported in a manner consistent with BARS.
- C. The Agency agrees that any County, state, federal, or other funding agency; any local, state, or federal regulatory body; and the Office of State Auditor shall have full access to and right to examine any fiscal books, records, documents, and other materials relevant to this Agreement and any Contract at all reasonable times.

### XXXI. REIMBURSEMENT PROCEDURES

- A. No payment shall be made for any goods, materials, or services purchased unless the goods, materials, or services are expressly detailed within the approved Budget and Statement of Work set forth under any Contract.
- B. The Agency will submit monthly written claims for reimbursement for services rendered under any Contract by the tenth calendar day of the month following the month services were provided. Written claims for reimbursement received after the tenth calendar day of the month may not be processed until the following month. The County will process claims after all supporting documentation is provided in correct and proper form.

- C. If written claims for reimbursement are not submitted within ninety (90) calendar days of the close of the month of service provision, those claims may not be processed or paid.
- D. The County reserves the right to withhold payment for services required to be performed under any Contract until required reports and/or other documents have been received.
- E. The Agency shall not bill the County, and the County shall not pay the Agency, if the Agency has charged or will charge the County or any other party under any other contract or agreement for the same services.

#### XXXII. BUDGET REVISIONS

The Agency may request budget revisions which shall be in writing in a format prescribed by the County.

- A. Line item shifts less than ten percent (10%) of the total Contract budget do not require prior County approval.
- B. The following revisions require prior written approval by the County:
  - 1. Line item shifts greater than ten percent (10%) of the total Contract budget; and
  - 2. Line items shifts that occur during the Contract period that are cumulatively greater than ten percent (10%) of the total Contract budget.
- C. Budget revisions that increase Administration categories are not allowable.
- D. Proposed changes to the Contact budget that increase or decrease the total Contract amount or change the Statement of Work shall necessitate a written amendment to the Contract.

#### XXXIII. AUDIT REQUIREMENTS

- A. Agencies are to procure audit services based on the following guidelines:
  - 1. The Agency shall maintain its records and accounts so as to facilitate the County's audit requirement and shall ensure that Subagencies also maintain auditable records.
  - 2. The Agency is responsible for any audit exceptions incurred by its own organization or that of its Subagencies.
  - 3. The County reserves the right to recover from the Agency all disallowed costs resulting from the audit.
  - 4. As applicable, the Agency required to have an audit must ensure the audits are performed in accordance with Generally Accepted Auditing Standards (GAAS), Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General, and the OMB Compliance Supplement for Single Audits of Educational Institutions and Other Nonprofit Organizations.
  - 5. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Agency must

respond to County requests for information or corrective action concerning audit issues within thirty (30) calendar days of the date of request.

#### B. OMB Audits

1. Effective for fiscal years beginning prior to December 26, 2014, the Agency shall follow OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.
2. Effective for fiscal years beginning on or after December 26, 2014, the Agency shall follow OMB Uniform Guidance: Cost Principles, Audit, and Administrative Requirements for Federal Awards.
3. If the Agency is a subrecipient of federal awards as defined by OMB, the Agency shall maintain records that identify all federal funds received and expended by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity. The Agency shall make its records available for review or audit by officials of the federal awarding agency, the General Accounting Office, and the County. The Agency shall incorporate OMB audit requirements into all Contracts between the Agency and its Subagencies that are subrecipients. The Agency shall comply with any future amendments to OMB Uniform Guidance and any successor or replacement circular or regulation.
4. The Agency shall maintain internal controls that provide reasonable assurance that the Agency is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs.
5. The Agency shall comply with the Omnibus Crime Control and Safe Streets Act of 1968 (Pub. L. 90-351, 84 Stat. 197); Title VI of the Civil Rights Act of 1964 (Pub. L. 86-449, 47 Stat. 634); the Rehabilitation Act of 1973; Title II of the ADA; Title IX of the Education Amendments of 1972 (Pub. L. 92-318, 86 Stat. 235); the Age Discrimination Act of 1975 (Pub. L. 94-135, 89 Stat. 728, codified at 42 U.S.C. § 6101 et seq.); and The Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G, and 28 CFR Parts 35 and 39.
6. If the subrecipient Agency expends \$500,000 or more in federal awards from any and/or all sources in for fiscal years beginning prior to December 26, 2014 (\$750,000 or more for fiscal years beginning on or after December 26, 2014), the Agency shall procure and pay for a single or program-specific audit for that year. This requirement also applies when a subrecipient Agency has received a federal loan with continuing compliance requirements, regardless of when the loan originally occurred. Upon completion of each audit, the Agency shall submit to the Federal Audit Clearinghouse the data collection form and reporting package specified in OMB Uniform Guidance. This documentation shall be submitted on the earlier of thirty (30) calendar days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period unless a longer period is agreed to in writing and in advance by the cognizant or oversight agency for audit.

A copy of the audit report (including any management letters) shall also be sent to:

Administrative Services Division Manager  
Human Services Department  
3000 Rockefeller Avenue, M/S 305  
Everett, WA 98201

Or emailed to: HSD.Fiscal@snoco.org

7. The Agency shall follow up on and develop corrective action plans for all audit findings, in accordance with OMB Uniform Guidance, and prepare a "Summary Schedule of Prior Audit Findings."
8. If the Agency is a state or local government entity, the audit shall be conducted by the Office of the State Auditor, or designee of the State Auditor. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Agency in accordance with OMB Uniform Guidance. .

#### C. Other Audits

1. Agencies that expend less than \$500,000 in federal awards (\$750,000 for fiscal years beginning on or after December 26, 2014), Agencies that are private for-profit agencies, Agencies that are solely state funded and/or Agencies that are identified as Contractors currently do not fall under the requirements of the Single Audit Act and shall have a financial audit performed by a licensed CPA, as defined by Government Auditing Standards (The Revised Yellow Book) and according to Generally Accepted Auditing Standards (GAAS).
2. The financial audit requirement may be waived for small Agencies, at the County's sole discretion. For small Agencies, a review engagement by a licensed CPA will be required when the County has waived the financial audit provision. The County reserves the right to require an audit described in C.1 above, should the results of the review engagement be unfavorable.
3. The Agency must send a copy of the audit report/review engagement no later than nine (9) months after the end of the Agency's fiscal year(s) to:

Administrative Services Division Manager  
Snohomish County Human Services Department  
3000 Rockefeller Avenue, M/S 305  
Everett, WA 98201

Or emailed to: HSD.Fiscal@snoco.org

#### XXXIV. OVERPAYMENTS AND ASSERTION OF LIEN

In the event that the County establishes that overpayments or erroneous payments have been made to the Agency under any Contract, the County may secure repayment, plus interest, if any, through the filing of a lien against the Agency's real property, or by requiring the posting of a bond, assignment of deposit, or some other form of security acceptable to the County, or by doing both.

## XXXV. INSURANCE

- A. By the date of execution of any Contract, the Agency shall procure and maintain for the duration of any Contract, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of work hereunder by the Agency, its agents, representatives, employees, and/or subagencies. The costs of such insurance shall be paid by the Agency or subagencies. The Agency may furnish separate certificates of insurance and policy endorsements for each subagency as evidence of compliance with the insurance requirements of this Agreement and any Contract. The Agency is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the Agency, its agents, employees, officers, and or subagencies to comply with the insurance requirements stated herein shall constitute a material breach of any Contract.

For all coverages, each insurance policy shall be written on an “occurrence” form; except that insurance on a “claims made” form may be acceptable with prior County approval.

If coverage is approved and purchased on a “claims made” basis, the Agency warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date any Contract termination, and/or conversion from a “claims made” form to an “occurrence” coverage form.

By requiring such minimum insurance, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Agency under any Contract. The Agency shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded by said policies, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement or any Contract.

### B. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. General Liability: Insurance Services Office form number (CG 00 01) covering COMMERCIAL GENERAL LIABILITY.
2. Professional Liability: Professional Liability, Errors, and Omissions coverage. In the event that services delivered pursuant to any Contract, either directly or indirectly, involve or require professional services, Professional Liability, Errors, and Omissions coverage shall be provided. “Professional Services”, for the purpose of this section, shall mean any services provided by a licensed professional or those services that require professional standards of care.
3. Automobile Liability: In the event that services delivered pursuant to any Contract require the use of a vehicle or involve the transportation of clients by

Agency personnel in Agency-owned vehicles or non-owned vehicles, the Agency shall provide evidence of the appropriate automobile coverage. Insurance Services Office form number (CA 00 01) covering BUSINESS AUTO COVERAGE, symbol 1 “any auto”; or the appropriate coverage provided by symbols 2, 7, 8, or 9.

4. Workers’ Compensation: Workers’ Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable federal or “Other States” state law.
5. Stop Gap/Employers Liability: Coverage shall be at least as broad as the protection provided by the Workers’ Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the “Stop Gap” endorsement to the general liability policy.

#### C. Minimum Limits of Insurance

The Agency shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence by bodily injury, personal injury, and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit.
2. Professional Liability, Errors, and Omissions: \$1,000,000 per claim and in the aggregate.
3. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. Except if the transport of clients by Agency personnel is involved, then Risk Management will review the appropriate amount of coverage.
4. Workers’ Compensation: Statutory requirements of the state of residency.
5. Stop Gap/Employers Liability: \$1,000,000.

#### D. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not apply to the Agency’s liability to the County and shall be the sole responsibility of the Agency.

#### E. Other Insurance Provisions

The insurance policies required in this Agreement and any Contract are to contain, or be endorsed to contain, the following provisions:

1. Liability Policies except Professional/Errors and Omissions and Workers Compensation
  - a. The County, its officers, officials, employees, and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Agency in connection with any Contract (CG 2010 11/85 or its equivalent).
  - b. The Agency’s insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and agents. Any insurance and/or

self-insurance maintained by the County, its offices, officials, employees, or agents shall not contribute with the Agency's insurance or benefit the Agency in any way.

- c. The Agency's insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

## 2. All Policies

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after 45 days prior written notice has been given to the County.

## F. Acceptability of Insurers

Unless otherwise approved by the County, insurance is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests, with minimum surpluses the equivalent of Bests' surplus size VIII.

Professional Liability, Errors, and Omissions insurance may be placed with insurers with a Bests' rating of B+VII. Any exception must be approved by the County.

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

## G. Verification of Coverage

1. The Agency shall furnish the County certificates of insurance and endorsements required by this Agreement and any Contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on forms approved by the County prior to the commencement of activities associated with any Contract. The County reserves the right to require complete, certified copies of all required insurance policies at any time.
2. If the Agency is a public entity and is insured through a State of Washington approved and recognized cooperative or pool, the County will accept a letter of coverage in lieu of a certificate of insurance.

## XXXVI. INDEMNIFICATION

- A. The Agency shall protect, defend, indemnify and hold harmless Snohomish County, its officers, elected officials, agents, employees, and any state, federal, or other funding agency from and against any and all claims, suits, actions, liability, loss, expenses, damages, and judgments of any nature whatsoever, including costs and attorney's fees in defense thereof, for damage to any property or business and/or any death, injury, sickness or disability to any person, including without limitation any employee of the Agency or its Subagencies, caused by or arising out of or suffered, directly or indirectly, in connection with the performance of this Agreement or any

Contract or any act, error, or omission of the Agency, Agency's employees, agents, or Subagencies, whether by negligence or otherwise.

- B. The Agency shall assume the risk, liability, and pay all damage, loss, cost, and expense of any party, including its employees, arising out of the performance of this Agreement and any Contract, except that caused by the sole negligence and/or willful misconduct of Snohomish County and/or its employees acting within the scope of their employment.
- C. With respect to the Agency's obligations to hold harmless, indemnify and defend provided for herein, but only as such obligations relate to claims, actions or suits filed against the County, the Agency further agrees to waive its immunity under the Industrial Insurance Act, Title 51 RCW, as respects the County only, for any injury or death suffered by the Agency's employee(s) caused by or arising out of the Agency's acts, errors or omissions in the performance of this Agreement and any Contract. This waiver is mutually negotiated by the parties.
- D. The Agency's obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, omission or breach of any common law, statutory or other delegated duty by the Agency, Agency's employees, agents, or Subagencies.

#### XXXVII. DISPUTES

- A. Except as otherwise provided in this Agreement or any Contract, any dispute concerning a question of fact arising under this Agreement or any Contract, which is not disposed of by consensus, shall be decided by the County through the Director of Human Services upon submission of the dispute for resolution in writing by either party. The Director shall submit his/her decision in writing and mail or otherwise furnish a copy thereof to the Agency. Participation in this dispute process shall precede any judicial or quasi-judicial action and shall be the final administrative remedy available to the parties.
- B. The decision of the County shall be final, but shall not preclude judicial review. Pending resolution of the dispute, the Agency shall proceed diligently with the performance of any Contract.
- C. A party's written request for dispute resolution must be mailed to the Human Services Department, 3000 Rockefeller Avenue, M/S 305, Everett, WA 98201 within thirty (30) calendar days after the party could reasonably be expected to have knowledge of the issue which it now disputes and must state:
  - 1. The disputed issues;
  - 2. The relative positions of the parties; and
  - 3. The Agency's name, address, and its County contract number.

#### XXXVIII. RESPONSIBILITY

Each party to this Agreement shall be responsible for the negligence of its officers, employees, agents, and Subagencies in the performance of this Agreement and any Contract. Except to the extent that it meets its obligations to perform this Agreement or any Contract through a Subagency, no party to this Agreement shall be responsible for

the acts and/or omissions of entities or individuals not a party to this Agreement or any Contract. The County and the Agency shall cooperate in the defense of tort lawsuits, when possible. Both parties agree and understand that this provision may not be feasible in all circumstances. The County and the Agency agree to notify the attorneys of record in any tort lawsuit where both are parties if either County or the Agency enters into settlement negotiations. It is understood that the notice shall occur prior to any negotiations, or as soon as possible, and the notice may be either written or oral.

XXXIX. COUNTY AUTHORITY

The County Executive or his/her designee shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement and any Contract on behalf of the County, provided it is in writing and signed by the County Executive or his/her designee and consistent with the requirements for changes and modifications under this Agreement and any Contract.

XL. DRUG-FREE WORKPLACE

The Agency shall maintain a workplace free from alcohol and drug abuse as required by the Drug-Free Workplace Act of 1998, Pub. L. No. 105-277, 112 Stat. 2681, as amended.

XLI. CHANGES AND MODIFICATIONS

A. Either party may request changes, amendments, or additions to any portion of this Agreement or any Contract. Except as provided in Section XLII-B below, no such changes, amendments, or additions to any portion of this Agreement or any Contract shall be valid or binding upon either party unless it is in writing and executed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment. All amendments shall be attached to, and made part of, the amended Agreement or Contract.

B. This Agreement and any Contract may be unilaterally amended by the County Executive or his/her designee to:

1. Reflect changes in state or federal laws, rules, policies, or regulations governing their content; or
2. Extend the end date of any Contract without making any changes to the budget.

XLII. TERMINATION OR SUSPENSION OF ANY CONTRACT

A. Termination for Convenience:

1. The County or Agency may terminate any Contract, in whole or in part, upon thirty (30) calendar days' advance written notice to the other party.
2. In the event of termination under this clause, the County shall be liable only for payment in accordance with the terms of the Contract for services rendered prior to the effective date of termination. The County may pay an amount mutually agreed by the parties for partially completed work and services, if work products are useful to or usable by the County.

B. Termination for Lack of Funding:

1. The County may terminate any Contract, in whole or in part, upon five (5) business days' written notice in the event expected or actual funding from a state, federal, or other source is withdrawn, reduced, or limited in any way prior to Contract expiration. The termination shall be effective on the date specified in the notice of termination.
2. In the event of termination under this clause, the County shall be liable only for payment in accordance with the terms of the Contract for services rendered prior to the effective date of termination. The County may pay an amount mutually agreed by the parties for partially completed work and services, if work products are useful to or usable by the County.

C. Suspension or Termination for Lack of Performance:

1. In the event the County determines the Agency has failed to meet or maintain any requirement for contracting with the County, to comply with the terms or conditions of this Agreement or any Contract in a timely manner, or has otherwise breached any provision or condition of this Agreement or any Contract, the County has the right to suspend or terminate any Contract upon a 24-hour prior written notice.
2. The County may suspend all or any part of any Contract, and withhold further payments or prohibit the Agency from incurring additional obligations thereunder, during investigation of suspected noncompliance. The County may also take these actions pending corrective action by the Agency or pending a decision by the County to terminate any Contract.
3. Before the County may terminate any Contract for lack of performance, the County shall provide the Agency with written notice of the Agency's noncompliance and provide the Agency a reasonable opportunity to correct the Agency's noncompliance. If the Agency does not correct the Agency's noncompliance within the period of time specified in the written notice of noncompliance, the County may then terminate the Contract. The County may terminate the Contract for lack of performance without such written notice and without opportunity for correction if the County has a reasonable basis to believe that a client's health or safety is in jeopardy.
4. The rights and remedies of the County provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

D. Suspension or Termination for Fraud, Abuse, Violation of Law

The County reserves the right to suspend or terminate all or part of any Contract, to withhold further payments, or to prohibit the Agency from incurring additional obligations of funds, if the County has reason to believe that fraud, abuse, or violation of law has occurred on the part of the Agency in the performance of any Contract.

## E. Suspension or Termination Procedures

### 1. Suspension or Termination by County

Upon receipt of the notice of suspension or termination of any Contract, unless otherwise directed by the County in writing, the Agency shall:

- a. Stop work under the Contract on the date, and to the extent, specified in the notice;
- b. Place no further orders or subcontracts for materials, services, or facilities under that portion of the Contract that has been suspended or terminated;
- c. Complete performance of that part of the Contract, if any, which has not been suspended or terminated;
- d. Take such action as may be necessary for the protection and preservation of the property related to the Contract which is in the possession of the Agency and in which the County has or may acquire an interest; and
- e. Transfer title to the County of any property that was purchased with funds awarded under any Contract or any prior contract involving the same funding source and program purpose.

### 2. Termination by Agency

- a. The Agency may terminate any Contract for default, in whole or in part, by written notice to the County, if the Agency has a reasonable basis to believe that the County has:
  - (i) Failed to meet or maintain any requirement for contracting with the Agency;
  - (ii) Failed to perform under any provision of this Agreement or any Contract;
  - (iii) Violated any law, regulation, rule, or ordinance applicable to this Agreement or any Contract; or
  - (iv) Otherwise breached any provision or condition of this Agreement or any Contract.
- b. Before the Agency may terminate any Contract for lack of County performance, the Agency shall provide the County with written notice of the County's noncompliance with the Agreement or the Contract and provide the County a reasonable opportunity to correct the County's noncompliance. If the County does not correct the County's noncompliance within the period of time specified in the written notice of noncompliance, the Agency may then terminate the Contract.

### 3. Delivery and Preservation of County Assets; Recovery of Costs

Upon termination of a Contract by either party, the Agency shall promptly deliver to the County all County assets (property) in the Agency's possession, including any material created under any Contract. Upon failure to return County property within ten (10) business days of the Contract termination, the Agency shall be charged with all reasonable costs of recovery, including transportation. The

Agency shall take reasonable steps to protect and preserve any property of the County that is in the possession of the Agency pending return to the County.

#### 4. Remedies

- a. If the County terminates any Contract for lack of performance, the County may withhold a sum from the final payment to the Agency that the County determines is necessary to protect the County against loss or additional liability. The County shall be entitled to all remedies available at law, in equity, or under this Agreement.
- b. The Agency shall be entitled to all remedies available at law, in equity, or under this Agreement if either:
  - (i) The County terminated a Contract for lack of performance and it is later determined that the Agency was not at default for lack of performance; or
  - (ii) If the Agency terminated a Contract for lack of County performance.

#### XLIII. SEVERABILITY

- A. The provisions of this Agreement are severable. If any part, term, or provision of this Agreement or any Contract is determined to be invalid, the remaining provisions shall not be affected thereby, and the rights and obligations of the parties shall be construed and enforced as if this Agreement or any Contract did not contain the particular provision held to be invalid.
- B. If it should appear that any part, term, or provision is in conflict with any constitutional or statutory provision of the State of Washington, the part, term, or provision shall be deemed modified to conform to such constitutional or statutory provision.

#### XLIV. CONTRACT CLOSE-OUT PROCEDURES

- A. The Agency shall submit within thirty (30) calendar days after the date of expiration of any Contract all financial, performance, and other reports required by the Contract and, in addition, shall cooperate in a program or other audit by the County or its designee if the County determines that a program or other audit is necessary.
- B. If a financial audit of any Contract is conducted, the County retains the right to withhold a just and reasonable sum from the final payment to the Agency after fully considering the results of the final audit.

#### XLV. LOBBYING AND CERTIFICATION

- A. The requirements of 31 U.S.C. § 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," and related subsections of the Code of Federal Regulations implemented for funding authorities, apply to federal contracts, grants and cooperative agreements exceeding \$100,000 in total costs (see 45 CFR § 93.110(a)(1)), and loans exceeding \$150,000 (see 45 CFR § 93.110(a)(2)).
- B. No federal funds awarded under any Contract may be used to provide assistance in connection with any election or any voter registration activity. No federal funds may

be used for working for or against ballot measures, or for or against the candidacy of any person for public office.

- C. The Agency certifies to the best of its knowledge and belief that no federal appropriated funds have been paid or will be paid, by or on behalf of the Agency, to any person for influencing or attempting to influence an officer or employee of a federal agency or a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federal appropriated funds have or will be paid for the purposes stated above, the Agency must file a disclosure form in accordance with 45 CFR § 93.110.
- D. The Agency shall include a clause in all Subcontracts restricting Subagencies from lobbying in accordance with this section and requiring Subagencies to certify and disclose accordingly.

#### XLVI. VENUE STIPULATION

This Agreement and any Contract has been and shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be Snohomish County.

#### XLVII. NOTICES

- A. Unless otherwise directed in writing, notices, reports, and payments to the County shall be delivered to the following address:

Administrative Services Division  
Snohomish County Human Services Department  
3000 Rockefeller Avenue, M/S 305  
Everett, WA 98201

- B. Unless otherwise directed in writing, notices, reports, and payments to the Agency shall be delivered to the following address:

**City of Marysville Parks**  
**6915 Armar Road**  
**Marysville, WA 98270**

- C. Notices mailed by the County shall be deemed given on the date mailed. Notices received by the County shall be deemed given on the date received. Either party may change its address for receipt of reports, notices, or payments by giving the other written notice of not less than fifteen (15) calendar days prior to the effective date.

#### XLVIII. ACCEPTABLE FORM OF SIGNATURE

Both parties agree handwritten signatures executed to electronic records shall be considered equivalent to handwritten signatures executed on paper. Scanned copies of signed contract documents will be considered original signatures, unless specified in a Contract that an original signature is required. Contract documents include, but are not

limited to, contracts, amendments, certifications, budget revision forms, invoices, and reports.

#### XLIX. SIGNATURE AUTHORIZATION FORMS

The Agency shall submit a Signature Authorization Form annually and upon request from the County. The Signature Authorization Form shall require original signatures and shall reflect the authorized signatory(ies) of the Agency for applications, contracts, amendments, and monthly expenditures reports and requests for reimbursement. The Signature Authorization Form shall also designate the email address for the authorized recipient(s) of contracts and amendments from the County. Changes to signature authority of the Agency shall require that an updated Signature Authorization Form be submitted to the County.

#### L. SURVIVABILITY

The terms and conditions contained in this Agreement which by their sense and context are intended to survive the expiration or termination of the Agreement or a Contract shall survive. Surviving terms include, but are not limited to: Confidentiality, Disputes, Inspection, Maintenance of Records, Ownership of Material, Responsibility, Termination for Lack of Performance, Termination Procedure, and Treatment of Assets.

#### LI. ENTIRE AGREEMENT

These provisions represent the entire and integrated Basic Terms and Conditions of the parties and may not be modified or amended except as provided herein.

#### LII. ORDER OF PRECEDENCE

In the event of an inconsistency between the terms of this Agreement and any Contract, the conflict shall be resolved by giving precedence to the Specific Terms and Conditions of the Contract.

#### LIII. WAIVER

Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Agreement or any Contract into which it is incorporated unless amended as set forth in Section XLII, Changes and Modifications.

#### LIV. EFFECTIVE DATE AND EFFECTIVENESS OF THIS AGREEMENT

This Agreement becomes effective only upon incorporation by reference into a Contract between the County and the Agency. Prior Basic Terms and Conditions between the parties incorporated by reference into contracts existing prior to the execution of these Basic Terms and Conditions shall remain in effect as to those contracts. To that extent, prior Basic Terms and Conditions shall not be superseded by these Basic Terms and Conditions.

SNOHOMISH COUNTY:

AGENCY:

By: \_\_\_\_\_  
Kenneth Stark, Director (Date)  
Human Services Department

By: \_\_\_\_\_  
Signature (Date)

\_\_\_\_\_  
Title

Reviewed and approved per  
memorandum dated 1/2/2015:  
PA File No. HS-14-019G  
Deputy Prosecuting Attorney

Reviewed and approved  
By Keith Mitchell, County Risk Manager  
as of January 2015

# *Index #7*

**CITY OF MARYSVILLE AGENDA BILL**  
**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 1/26/2015**

<b>AGENDA ITEM:</b> Supplemental Agreement No. 1 to the Professional Service Agreement with BHC Consultants	
<b>PREPARED BY:</b> Kari Chennault, Water Resources Manager	<b>DIRECTOR APPROVAL:</b> 
<b>DEPARTMENT:</b> Public Works	
<b>ATTACHMENTS:</b> 2 signed copies of Supplemental Agreement No. 1	
<b>BUDGET CODE:</b> 40142480.541000	<b>AMOUNT:</b> \$0

**SUMMARY:**

The Membrane Filtration Pilot Study done at the City's Wastewater Treatment Facility was complete in 2014. The findings of the Project were presented to the City's Public Works Committee on January 9, 2015. Based on the feedback from the Committee, City Staff are working with the consultant to finalize the Report to demonstrate the Project findings and future recommendations.

This Agenda Bill is for a request for a **no cost time extension** to the existing contract with BHC Consultants that is currently set to expire on January 31, 2015.

<b>RECOMMENDED ACTION:</b> Staff recommends that Council authorize the Mayor to sign and execute Supplemental Agreement No. 1 to the Professional Services Agreement between the City of Marysville and BHC Consultants.
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**SUPPLEMENTAL AGREEMENT NO. 1  
TO  
PROFESSIONAL SERVICES AGREEMENT  
FOR  
CITY OF MARYSVILLE AND  
BHC CONSULTANTS**

This Supplemental Agreement No. 1 is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between the City of Marysville, hereinafter called the "City" and **BHC Consultants**, hereinafter called the "Consultant."

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into an Agreement for **the Membrane Filtration Pilot Study at the City's Wastewater Treatment Facility**, hereinafter called the "Project," said Agreement being dated **April 14, 2014**; and

WHEREAS, both parties desire to supplement said Agreement, by expanding the Scope of Services to provide for a **no cost time extension** for this Agreement,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein or attached and incorporated, and made a part hereof, the parties hereto agree as follows:

Each and every provision of the Original Agreement for Professional Services dated **April 14, 2014**, shall remain in full force and effect, except as modified in the following sections:

1. Article III, Section III.3 of the Original Agreement, Term is amended to add that the parties agree to extend the term of the agreement to terminate at midnight **July 31, 2015**.

IN WITNESS WHEREOF, the parties hereto have executed this SUPPLEMENTAL AGREEMENT NO. 1 as of the day and year first above written.

PROFESSIONAL SERVICES AGREEMENT -- Supplemental - Page 1 of 2

W/forms/municipal/MV0038.B PSA Supplemental 2014

CITY OF MARYSVILLE

BHC CONSULTANTS

By: \_\_\_\_\_  
Mayor

By: *Craig Plummer*  
Its President

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:

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