

**Marysville City Council Meeting**

**September 23, 2013**

**7:00 p.m.**

**City Hall**

**Call to Order**

**Invocation**

**Pledge of Allegiance**

**Roll Call**

**Approval of the Agenda**

**Committee Reports**

**Presentations**

- A. Officer Swearing-In
- B. Employee Services Awards
- C. Employee of the Month
- D. Proclamation: Declaring October 2013 as Domestic Violence Awareness Month in Marysville

**Audience Participation**

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

- 1. Approval of the September 3, 2013 City Council Work Session Minutes.

**Consent**

- 2. Approval of the September 4, 2013 Claims in the Amount of \$1,256,780.98; Paid by Check Number's 86816 through 86935 with Check Number's 84473 and 85624 Voided.
- 3. Approval of the September 11, 2013 Claims in the Amount of \$488,009.79; Paid by Check Number's 86936 through 87038 with No Check Number's Voided.

**Review Bids**

- 4. Consider Awarding the HVAC Maintenance and Repair Services Project to Diamond B Constructors in the Amount of \$300,000 Including Washington State Sales Tax.

**Public Hearings**

**Marysville City Council Meeting****September 23, 2013****7:00 p.m.****City Hall****New Business**

5. Consider Approving the Master Agreement and Software License Agreement with Aclara Technologies LLC.
6. Consider Approving the JAG/BYRNE Grant Funds to Purchase the Police Department in the Amount of \$10,663.00.
7. Consider the City of Marysville - Berry Farm Condo - Private Road Agreement.
8. Consider Approving the Supplemental Agreement No. 1 with ECCOS Design LLC to Provide for a Contract Extension through December 31, 2013.
9. Consider Approving the Coordinated Prevention Grant Agreement No. G1400098 with the State of Washington Department of Ecology.
10. Consider Approving the Professional Services Agreement with Blue Marble Environmental LLC in the Amount of \$102,100.63.

**Legal****Mayor's Business**

11. 2013-14 Hotel Motel Committee Appointments.

**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.

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## PROCLAMATION

### DECLARING OCTOBER 2013 AS DOMESTIC VIOLENCE AWARENESS MONTH IN MARYSVILLE

WHEREAS, domestic violence is a serious crime that affects people of all races, ages, gender and income levels; and

WHEREAS, domestic violence is widespread and affects more than 4 million Americans each year; and

WHEREAS, one in three Americans have witnessed an incident of domestic violence; and

WHEREAS, children that grow up in violent homes are believed to be abused and neglected at a rate higher than the national average; and

WHEREAS, domestic violence costs the nation billions of dollars annually in medical expenses, police and court costs, shelters, foster care, sick leave, absenteeism, and non-productivity; and

WHEREAS, only a coordinated community effort will put a stop to this heinous crime; and

WHEREAS, Domestic Violence Awareness Month provides an excellent opportunity for citizens to learn more about preventing domestic violence and to show support for the numerous organizations and individuals who provide critical advocacy, services and assistance to victims;

NOW, THEREFORE I, JON NEHRING, MAYOR OF THE CITY OF MARYSVILLE, do hereby proclaim October 2013 as

#### **Domestic Violence Awareness Month in Marysville**

I urge all citizens to work together to eliminate domestic violence from our community.

Under my hand and seal this September 23, 2013.

THE CITY OF MARYSVILLE

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MAYOR

# *Index #1*

COUNCIL*DRAFT*  
MINUTES

**Work Session**  
September 3, 2013

**Call to Order / Pledge of Allegiance**

Mayor Nehring called the meeting to order at 7:00 p.m. and led those present in the Pledge of Allegiance.

**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, Police Chief Rick Smith, City Attorney Grant Weed, Public Works Director Kevin Nielsen, Parks and Recreation Director Jim Ballew, and Recording Secretary Laurie Hugdahl.

**Motion** made by Councilmember Stevens, seconded by Councilmember Wright, to approve the agenda as presented. Motion passed unanimously (7-0).

**Committee Reports**

Donna Wright gave an update on the Public Safety Committee.

- K-Mart used Bob the Robot to help with a recent incident, and it turned out to be well worth the money.
- Operations is working with businesses to reduce administration costs. For larger businesses there will be mail-in reporting. Smaller businesses will still get on-call responses.
- Detective Barlow is working with SnoPac. Some of the crimes are up, but assaults are holding the same level.
- The auditors found some things they will be working on to improve in Administration.

- The committee took a tour of the back lot and saw the need for installing a more secure area.
- Staff will be one officer short so there is a need for more support staff at budget time.

Councilmember Stevens reported on the Fire District Board of Directors meeting on August 21.

- The Fire District saw an increase in calls in July.
- They are kicking off their strategic planning efforts
- There was a promotion to captain of one paramedic.

### **Approval of Minutes**

1. Approval of the July 22, 2013 City Council Meeting Minutes.

### **Consent**

2. Approval of the July 24, 2013 Claims in the Amount of \$488,842.92; Paid by Check Number's 85978 through 86136.
3. Approval of the July 31, 2013 Claims in the Amount of \$179, 646.00; Paid by Check Number's 86137 through 86259 with Check Number 86020 Voided.
4. Approval of the August 7, 2013 Claims in the Amount of \$1,103,323.77; Paid by Check Number's 86260 through 86383 with Check Number's 83256 and 85622 Voided.
5. Approval of the August 14, 2013 Claims in the Amount of \$668,571.76; Paid by Check Number's 86384 through 86525 with No Check Number's Voided
6. Approval of the August 21, 2013 Claims in the Amount of \$797,733.50; Paid by Check Number's 86526 through 86688 with Check Number's 74472, 80303, 84759, and 86383 Voided.
7. Approval of the August 5, 2013 Payroll in the Amount of \$1,457,289.75; Paid by Check Number's 26847 through 26897.
8. Approval of the August 20, 2013 Payroll in the Amount of \$854,283.69; Paid by Check Number's 26898 through 26942.

### **Review Bids**

9. Consider Awarding Bid to Rehrig Pacific Company and Authorize the Mayor to Execute the Contract for the Sunnyside Roll Carts: Purchase, Assembly, and Delivery in the Amount of \$86,838.35 Including State of Washington Sales Tax.

Director Nielsen stated that this is for containers needed for the takeover of the Sunnyside/Whiskey ridge area.

10. Consider Awarding the 53<sup>rd</sup> Avenue NE and SR528 Intersection Improvements Project.

This is the signal project that is grant funded. It is located right in front of Jennings Park.

### **Public Hearings**

11. Public Hearing- Consideration of an Ordinance Adopting a Moratorium on the Establishment, Siting, Location, Permitting, Licensing or Operation of Marijuana Cultivation, Production of Marijuana or Marijuana Derivatives (will be held on September 9, 2013).

Grant Weed explained that the staff recommendation is to impose a moratorium. Under state law there is a requirement for a public hearing to be held within 60 days of the adoption of the ordinance opposing the moratorium. Staff would like to combine this along with consideration of the ordinance. He explained that one of staff's main concerns is the fact that the liquor control rules for the administration and implementation of I-502 won't become final until at least November. Once those rules are in place it will open the 30-day window for applications for state-issued licenses for producers, processors, and retailers. He advised that any regulations that the City desires should be in place before any notice comes to the City for issuance of a license, and preferably sooner than that so that the rules in Marysville are clear to all applicants. He went on to explain the federal government's position on this. Mayor Nehring stated that the public hearing would be held next Monday.

### **Action Item**

12. Consider Approval of the Supplemental Agreement Number 2 with Macaulay and Associates on the 156<sup>th</sup> Street Local Improvement District.

CAO Hirashima explained that this is a contract supplement for Macaulay and Associates who are working on the City's 156th Street LID. This supplement is needed to pay for work that needs to be complete prior to the hearing.

**Motion** made by Councilmember Stevens, seconded by Councilmember Toyer, to waive the normal study session rules to allow action on item 12. **Motion** passed unanimously (7-0).

**Motion** made by Muller, seconded by Stevens, to approve the Supplemental Agreement Number 2 with Macaulay and Associates on the 156<sup>th</sup> Street LID. **Motion** passed unanimously (7-0).

**New Business**

13. Consider Approval of the Interlocal Cooperation Agreement for Inter-Jurisdictional Coordination Relating to Affordable Housing within Snohomish County.

CAO Hirashima reviewed this item. The City of Marysville signed on to be one of the original parties to the Inter-Jurisdictional Coordination relating to Affordable Housing within Snohomish County. For the first couple years that effort was done on a participatory level by the members contributing administrative support and supplemental staffing at no charge. The group has advanced to a more formal level and recently received a \$50,000 grant from the Gates Foundation to fund a full-time housing professional for one year. There are some additional costs which would be divided among the cities; Maryville's portion for Fiscal Year 2013 would be \$3,613 for 2013. The Gates Foundation has indicated that they would do a second year of support if it looks like the effort is promising.

Councilmember Toyer asked how long the agreement goes. CAO replied that it goes until 2015, but the actual funding has only been worked out for the first year. If the Gates Foundation grant does not happen next year this will need to be revisited.

Councilmember Seibert observed that part of the first year's work would be to establish a budget. CAO Hirashima confirmed that.

14. Consider Approval of the Tyler Technologies, Inc. Contract and Invoice in the Amount of \$56,773.05.

Finance Director Langdon noted that this is the annual renewal for the financial system which has been in place since 2003. There were no further comments or questions.

15. Consider Approval of the Supplemental Agreement No. 1 to the Professional Services Agreement with Osborn Consulting Inc. to Authorize a No Cost Time Extension.

Public Works Director Nielsen stated that this is a no cost time extension for Pond 2. Staff is currently in discussion with the Corps about wetlands. There were no further comments or questions.

16. Consider Approval of the Interagency Agreement with the Department of Ecology to Accept Funding.

Public Works Director Nielsen reviewed this item. This is part of the NPDES permit related to the Local Source Control Program. It is 100% grant funded by the Department of Ecology to meet that portion of the NPDES Permit. There were no further comments or questions.

17. Consider the Interlocal Agreement between Snohomish County and the City of Marysville for Auto Theft Task Force Services.

Police Chief Smith explained that this is \$129,187 grant funding for two years. The Auto Theft Task Force petitioned to have all of the positions paid in full, which they received because of their efficiency and effectiveness as a task force.

18. Consider Approval of the Professional Services Agreement with KPG, Inc. in the Amount of \$209,855.41, to Provide Professional Engineering Design Services on Three Federally-Funded HSIP Projects.

Public Works Director Nielsen stated that this is for three projects that received grant funding for \$1.87 million. The City is combining them into one design contract. The major improvement is the additional lane at 88<sup>th</sup> and State. This money is safety money intended to reduce collisions and accidents. It also includes some additional signal, lighting and pedestrian improvements. This money covers the design for the project.

19. Consider Acceptance of the 51<sup>st</sup> Avenue NE Overlay (Grove Street to 80<sup>th</sup> Street NE) Project, Starting the 45-Day Lien Filing Period for Project Closeout.

Director Nielsen explained that this is the project acceptance. He commented that it is a really good project.

20. Consider Approval of the Professional Services Agreement with Blue Marble Environmental LLC in the Amount of \$102,100.63.

Director Nielsen stated that this item will be pulled from the agenda because staff is still waiting for the grant that will pay for the Blue Marble agreement.

21. Consideration of a Rental Housing Inspection Program.

CAO Hirashima stated that in the 2013 legislative session, the City was successful in working with others to pass legislation relating to housing conditions for registered sex offenders. The legislation calls for DOC to consider compatibility of the housing with the surrounding neighborhood and provides for city inspections where an inspection is required as provided for in an existing RCW. Passage of rental housing inspection would enable the inspections referenced in Senate Bill 5105. She stated that other cities, such as Seattle, Pasco, and Mountlake Terrace, have similar programs in existence. CAO Hirashima stated that fire staff, building staff, executive staff, and the city attorney's office reviewed some of the codes. The city attorney's office is recommending the City of Mountlake Terrace's rental code as a basis for Marysville's code. Staff is proposing that the inspection effort be limited to larger multifamily complexes or single-family residences where the family size exceeds city code.

Councilmember Wright commented that the Mountlake Terrace code requires a business license. She asked if every rental property would then have to have a business license. She also wondered if there would be a fee for the inspection. CAO

Hirashima noted that only certain kinds of rental housing situations would require a business license. She replied that there would be a fee for the inspection. City Attorney Grant Weed clarified that there would be a generic threshold for how to apply the inspection program. The Mountlake Terrace model is one way, but there are other possible models as well.

Mayor Nehring stated that this will come back to the meeting on September 23.

## 22. Consideration of a Resolution of Intent to Participate in Alternative Dispute Resolution.

CAO Hirashima explained that Snohomish County Tomorrow had a legal mediation firm make a report and recommendations on alternative dispute resolution regarding interjurisdictional disputes. The study recommended steps to more peacefully solve problems and recommended that a mediation process be utilized. SCT asked cities to sign an agreement of intent to participate in an alternative dispute resolution in the event that it is ever needed.

## Legal

### Mayor's Business

Mayor Nehring:

- Homegrown was great. He commended staff and Council for their work on that. He also enjoyed the movies and music in the park. Thanks to Kiwanis and all those who made it possible.
- The Qwuloolt groundbreaking and celebration went very well. Legislators are aware of potential issues that the City may face. Thanks to staff for the hard work done on this project. Thanks to Council for all the consideration of this as well.
- There is a new quilt shop on 3<sup>rd</sup>. It is nice to see a new tenant there.
- Wal-Mart is having their ribbon-cutting on 9/11 on 7:30 a.m.
- Economic Alliance Snohomish County had their summer networking on August 22 with over 300 people in attendance. It was great to see the coalescing coming in around the Alliance with the Boeing issues and other economic development issues.

### Staff Business

Finance Director Langdon:

- Staff is well into the budget.
- The audit has been completed.
- Staff performed minor renovation down in the City Hall entry are mostly with products reused from other buildings.
- The City is still going forward with the first bond, which is the City's portion of the LID and other transportation issues. We are looking at going out to market at the end of September.

- She welcomed everyone back.

Chief Smith:

- He stated that it was good to be back and see everybody.
- National Night Out was a great event. Thanks to staff and everyone who showed up.
- Sunday marks his 25<sup>th</sup> year in law enforcement. Over a quarter of his time has been spent here in Marysville, and he is grateful and humbled to be here.
- Sgt. Joby Johnson noticed some errors with way crime statistics were calculated so those are being recalculated.
- The Night Team is fully staffed now. Two people are dedicated to burglaries and are trying to employ some creative efforts to deal with that issue.

Jim Ballew:

- Staff received a letter from the Don Arndt Family about the renaming of the park. It appears there was some confusion about whether or not the family wanted the park named after Don. He, Mayor Nehring, Commander Lamoureux met with the family and learned that that family hadn't actually been contacted by the City. There was an assumption from a previous conversation that they weren't interested, and staff learned that it was not the case at all. He, Mayor Nehring, and Commander Lamoureux all apologized for the misunderstanding. Director Ballew commented that the family was very gracious about the issue, but wanted to make sure that the record was set straight. He commented that if another project comes along that merits that designation, staff will certainly bring that forward. Chief Smith reiterated that they have apologized, but stressed that he believes it was the police department's failure, and they are the ones who bear the responsibility and the burden.
- Director Ballew commented that a lot of work has been done at Doleshel Park. The LDS church will have another Day of Service out there on September 13. Hopefully the park will be done as soon as meadow gets seeded. It is looking really nice out there.
- Parks applied for a Conservation Futures grant for about \$327,000. They were awarded a grant for a reduced value of \$100,000 for Mother Nature's Window, but it would have required matching funds that are not available right now so they opted to return the money.
- Ebey Waterfront Park was well used and at over 100% capacity on Saturday. People were parking on 1<sup>st</sup> Street. The facility was very busy, but very well taken care of by the users throughout the weekend.
- He gave an update on the Bayview Trail. There is a delay because of an Olympic Pipeline location issue. An appraisal is also being done for a final land acquisition.
- September 13 and 14 are Days of Caring. There are some projects that the City will be helping to manage through Catholic Community Services. The actual city projects will be on September 20 and 21. Staff and community volunteers will be helping the American Legion finish painting their building and helping with the

Fantasy Fortress renovation. He invited the Council to come and help. There will also be a barbecue at Jennings Park from 11:30 to 1.

Kevin Nielsen:

- The Public Works Committee meeting will be held this Friday, September 6 at 2:00. There will be a field trip.
- There was a lot of rain last Thursday in a short amount of time. Thanks to the quick response of staff, flooding at public works was avoided. On Thursday and Friday there are rains scheduled with the same intensity.
- He gave an update on the BNSF improvements at 1<sup>st</sup>, 4<sup>th</sup>, and 88<sup>th</sup>. BNSF has indicated that they will be done this month.
- PUD Improvements are on schedule. They are in full construction for the takeover of the PUD area in 2014. Regarding some frequent questions they receive about the takeover, he explained that there will be about a 33% reduction in rates for residents in the area once the City assumes the lines. The residents will not be required to pay for a meter. It is the same water that they currently get from Everett.
- The State Avenue overlay is completed.
- The decant facility also got paved.
- Staff received contact back from the Corps regarding the north-end master plan area. There will not be a region-wide permit, so the City will be doing an individual one. Most of the focus is currently on 51<sup>st</sup> Avenue in order to build the storm drainage and look at the next regional pond for industrial growth, as well as 156<sup>th</sup>.for the tie-in to State Avenue.
- The City completed fish channel mitigation for the Qwuloolt project and will be getting credit for them.
- He gave an update on the trail on the Qwuloolt project which should be ready by the end of the month.
- Graffiti on WSDOT's right of way on 172<sup>nd</sup>. WSDOT said they would get to it when resources are available. 156<sup>th</sup> has been extensively tagged four times in the month of August. The City is trying to stay on top of it and has repeatedly contacted WSDOT.
- Focus for September is on streets with kids going back to school is getting thermoplastic down for crosswalks.
- He agreed that the ramp at Ebey Park is wonderful. He has been enjoying it also.

### 23. City of Marysville - Berry Farm Condo - Private Road Agreement.

Grant Weed discussed the Berry Farm Condo Private Road Agreement. He explained that the condo association approached the City well over a year ago concerned about speeding within their development and wanting to know what the City could do. The roads within the condo association are private roads so the police do not have the authority to do traffic enforcement there. There is a statute in place allowing certain types of homeowners associations to enter into agreements with law enforcement and cities to enable them to do traffic enforcement on private roads, but it doesn't apply to the Berry Farms homeowners association because it is a condo situation. On their own

*DRAFT*

initiative, the homeowners association got sponsorship for a bill amending this statute to include the type of association that they are. It ultimately passed and became effective on July 28.

Now that the City has legal authority, the question is whether the City wants to use police department resources to do that. He stated that staff can provide a draft agreement for Council's consideration at a meeting in the future if they are interested. There are not a lot of other associations that have this situation, and none of the others have come to the City requesting assistance. He suggested that they could offer it as a one-year pilot project to see how it works. The City would have authority within the one year to terminate the project if it doesn't work. City Attorney Weed commented that the City would require insurance from the homeowners association. The initial draft agreement says that the City would require a standard sort of indemnity, a bond, and proper signage. They would not be allowed to have speed bumps or gates. The recommendation is that the City would not charge a fee in order not to have an issue concerning a gift of public funds. He noted that there might be some creative ways to have consideration such as having them commit to participating in National Night Out Against Crime or establishing an enhanced Block Watch program that would benefit both them and the community.

Mayor Nehring added that he has met with Mr. Perrin multiple times over the last couple years, and this is an issue he is passionate about. He did some work in Olympia to get a bill passed. Kevin Nielsen further explained that the City laid out the channelization in that subdivision a few years ago because this was such a hot topic. Staff has had resources working with them to try to help them with their traffic flow and their parking issue. He commented that their traffic flow is extremely tight and can be very challenging if there is even one person who doesn't cooperate. City Attorney Weed stressed that this would not have the City take over maintenance or ownership of the streets, just speed enforcement.

Chief Smith pointed out that enforcement in that area would allow police to go in there to write tickets to violators because they are concerned about the safety of the residents in there. He stressed that the residents need to understand that the police also have the rest of the city to be concerned about and one of the top issues in the city is traffic. This just gives police another tool to go out there to enforce traffic laws in that neighborhood. Police feel that parking is a neighborhood issue, and not something the police will be involved with.

Councilmember Seibert commented that there are already other neighborhoods that feel like the City is not providing adequate speed enforcement. He hopes that this helps with issues in that area without detracting from other areas. CAO Hirashima concurred and stressed that they are aiming to provide a level of service similar to other areas in the city, not superior to it.

Grant Weed stated the need to hold an Executive Session to discuss pending litigation for 15 minutes with no action requested.

CAO Hirashima:

- A New Exec Assistant, Leah Ingram, has started and will be assisting with Council matters.
- The state has required that all jurisdictions update their Comprehensive Plans by 2015 in order to be consistent with new population and employment targets that are out. Staff doesn't feel that major adjustments will need to be made to accommodate those. They also don't believe the 2015 comp plan update will be a major effort because of the large amount of work done on the last update. Staff will be consolidating the 2014 amendment cycle. They are doing an amendment cycle right now which will be open until September 30. If people have amendment requests, they can be submitted in this period for consideration in the 2014 update. Staff is trying to get the update done in 2014 because they feel they can get it done early.

### **Call on Councilmembers**

Michael Stevens:

- He will be absent next week.
- The Fill-a-Boot campaign is coming up. They will be targeting State and Grove Streets.
- There will be a coffee conversation on Thursday with Congressman Larsen at Boondockers from 3 to 4 p.m.
- He asked if an Economic Development meeting will be scheduled soon. CAO Hirashima stated that there would be on the third Monday.

Rob Toyer stated that it was good to be back.

Kamille Norton:

- Homegrown festival was great.
- The streets look great.
- Parks activities were wonderful over the summer.
- Congratulations to Chief Smith for his 25 years in law enforcement.

Steve Muller:

- The Qwuloolt groundbreaking was a nice event. The project is looking good.
- The Public Works field trip to the sewer treatment plant was very impressive.
- He noted that it seems like there are a lot more people out walking around the community. The work done to make this a more walkable community has made a difference.

Donna Wright said she was glad to be back.

Jeff Seibert:

- He is very pleased with 51<sup>st</sup>.
- He was glad to hear about the federally-funded safety projects.
- It was a great summer.

*DRAFT*

Jon Nehring thanked Jeff Seibert for filling in for him at the Mayors Cup at Evergreen Speedway. Councilmember Seibert reported that he got second place, but would have gotten first place if Mayor Joe Marine had played by the rules.

Jeff Vaughan had no comments.

Council recessed at 8:30 before reconvening in Executive Session at 8:45 p.m.

### **Executive Session**

- A. Litigation- one item concerning potential litigation – RCW 42.30.110(1)(i)
- B. Personnel
- C. Real Estate

Council reconvened into regular session at 9:15 p.m.

### **Adjournment**

Seeing no further business Mayor Nehring adjourned the meeting at 9:15 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Mayor  
Jon Nehring

\_\_\_\_\_  
April O'Brien  
Deputy City Clerk

# *Index #2*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: September 23, 2013**

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.

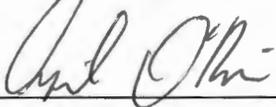
**RECOMMENDED ACTION:**

The Finance and Executive Departments recommend City Council approve the **September 4, 2013** claims in the amount of **\$1,256,780.98** paid by **Check No.'s 86816 through 86935 with Check No.'s 84473 and 85624 voided.**

**COUNCIL ACTION:**

BLANKET CERTIFICATION  
**CLAIMS**  
FOR  
**PERIOD-9**

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$1,256,780.98 PAID BY CHECK NO.'S 86816 THROUGH 86935 WITH CHECK NO.'S 84473 and 85624 VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.



9/10/13

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

\_\_\_\_\_  
DATE

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **23<sup>rd</sup> DAY OF SEPTEMBER 2013.**

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

DATE: 9/4/2013  
TIME: 10:18:36AM

**CITY OF MARYSVILLE  
INVOICE LIST**

PAGE: 1

FOR INVOICES FROM 8/29/2013 TO 9/4/2013

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
6816	3M	HIGH INTENSITY SHEETING	TRANSPORTATION MANAGEM	1,231.52
6817	ALTISOURCE SOLUTIONS	UB 041090000000 9312 62ND DR N	WATER/SEWER OPERATION	265.42
6818	AMERICAN SOCCER COMP	WHITE FIELD PAINT	GENERAL FUND	-193.18
	AMERICAN SOCCER COMP		RECREATION SERVICES	2,439.43
6819	AMSAN SEATTLE	JANITORIAL SUPPLIES	COURT FACILITIES	205.70
	AMSAN SEATTLE		UTIL ADMIN	306.37
	AMSAN SEATTLE		MAINT OF GENL PLANT	311.24
	AMSAN SEATTLE		ADMIN FACILITIES	346.81
	AMSAN SEATTLE		PUBLIC SAFETY BLDG.	426.54
6820	ARAMARK UNIFORM	UNIFORM SERVICE	MAINTENANCE	10.86
	ARAMARK UNIFORM		MAINTENANCE	10.86
6821	BLUMENTHAL UNIFORMS	UNIFORM-JONES, C	POLICE PATROL	471.92
6822	BRANOM INSTRUMENT CO	FLOWMETER VERIFICATION SERVICE	WATER SUPPLY MAINS	3,000.62
6823	BROWN, CARMEN	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
6824	CALLAWAY GOLF	RENTAL SETS	GOLF COURSE	-27.01
	CALLAWAY GOLF		GOLF COURSE	-24.94
	CALLAWAY GOLF		GOLF COURSE	24.94
	CALLAWAY GOLF		PRO-SHOP	265.06
	CALLAWAY GOLF		PRO-SHOP	314.94
	CALLAWAY GOLF		PRO-SHOP	341.01
6825	CARDWELL, IRATXE	INTERPRETER SERVICES	COURTS	150.00
6826	CARPENTER, TERRY	UB 840060000000 7606 68TH ST N	WATER/SEWER OPERATION	279.82
6827	CARRS ACE	PUMP SPRAYERS	ROADWAY MAINTENANCE	23.87
	CARRS ACE	INSECT REPELLENT	ROADWAY MAINTENANCE	42.29
	CARRS ACE	BOLT CUTTER, SCREWDRIVERS AND	TRANSPORTATION MANAGEM	65.40
	CARRS ACE	BATTERIES, SPRAY PINT, FAN AND	STREET LIGHTING	84.61
6828	CASCADE NATURAL GAS	NATURAL GAS CHARGES	WATER FILTRATION PLANT	156.07
6829	CEMEX	ASPHALT	ROADWAY MAINTENANCE	802.62
6830	CHUCKANUT GOLF CARS	GOLF CART RENTAL	PRO-SHOP	380.00
	CHUCKANUT GOLF CARS		PRO-SHOP	760.00
6831	CITIES & TOWNS	SNO CO CITIES & TOWNS DINNER (	CITY COUNCIL	50.00
6832	CLEAR IMAGE PHOTOGRA	INSTRUCTOR SERVICES	RECREATION SERVICES	252.00
6833	COM GEAR	RADIO LAPEL MICS (15)	GENERAL FUND	-119.33
	COM GEAR		POLICE PATROL	1,506.83
6834	COMCAST	MONTHLY BROADBAND CHARGE	COMPUTER SERVICES	217.50
6835	COMMERCIAL FIRE	WET FIRE SPRINKLER TESTING	MAINT OF GENL PLANT	592.50
6836	COMMOTION PROMOTION	CITY OF MARYSVILLE EVENT BALLO	EXECUTIVE ADMIN	285.64
6837	CONSOLIDATED PRESS	2013 FALL/WINTER ACTIVITIES GU	EXECUTIVE ADMIN	1,658.96
	CONSOLIDATED PRESS		RECREATION SERVICES	3,769.75
6838	COOP SUPPLY	PRUNER	TRANSPORTATION MANAGEM	38.00
6839	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	2,615.44
6840	DAHLMAN PUMP	CEDARCREST GOLF COURSE WELL DR	FACILITY REPLACEMENT	16,941.60
6841	DAILY JOURNAL OF COM	LEGAL AD	WATER CAPITAL PROJECTS	277.40
	DAILY JOURNAL OF COM		GMA - STREET	406.60
6842	DARLING, BUD & SCOTT	RECOVERY CONTRACT #253-SEWER	WATER-UTILITIES/ENVIRONM	-25.00
	DARLING, BUD & SCOTT		WATER/SEWER OPERATION	105.02
6843	DB SECURE SHRED	MONTHLY SHREDDING SERVICE	PROBATION	33.58
	DB SECURE SHRED		MUNICIPAL COURTS	100.76
6844	DEL ROSARIO, OSCAR &	UB 651449105004 10511 59TH DR	WATER/SEWER OPERATION	40.51
6845	DEPALMA, ARLINE	INSTRUCTOR SERVICES	COMMUNITY CENTER	176.70
6846	DIAMOND B CONSTRUCT	AIR DRYER REPAIR-WWTP	WASTE WATER TREATMENT F	316.03
	DIAMOND B CONSTRUCT	HEAT PUMP REPAIR-PSB	PUBLIC SAFETY BLDG.	687.82
6847	DICKS TOWING	TOWING EXPENSE	EQUIPMENT RENTAL	43.44
	DICKS TOWING	TOWING EXPENSE-118-ZTX	POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE-DODGE NEON	POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE-MP13-5921	POLICE PATROL	43.44
6848	DITCH WITCH NORTHWES	LOCATOR REPAIR	UTILITY LOCATING	606.45
6849	DIVERSINT	PRINTER REPAIR AND SERVICE	ENGR-GENL	389.18
6850	DOPPS, MARIA C.	INTERPRETER SERVICES	COURTS	105.35
	DOPPS, MARIA C.	Item 2 - 3	COURTS	105.35
6851	DYNAMIC BRANDS, LLC	GOLF BAGS AND CARTS	GOLF COURSE	887.80

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36852	E&E LUMBER	SPACKLE	PARK & RECREATION FAC	4.25
	E&E LUMBER	WIRE BRUSH	SIDEWALKS MAINTENANCE	9.22
	E&E LUMBER	LUMBER	SIDEWALKS MAINTENANCE	10.22
	E&E LUMBER	HOOKS AND LOOPS	PARK & RECREATION FAC	11.67
	E&E LUMBER	LUMBER	SIDEWALKS MAINTENANCE	13.03
	E&E LUMBER	LAWN FOOD	PARK & RECREATION FAC	19.15
	E&E LUMBER	FENCING SUPPLIES-51ST AVENUE	GMA - STREET	23.25
	E&E LUMBER	PAINT AND BRUSHES	PARK & RECREATION FAC	38.82
	E&E LUMBER	PAINT TRAYS	PARK & RECREATION FAC	44.47
	E&E LUMBER	LUMBER AND SAW BLADES	SIDEWALKS MAINTENANCE	103.21
36853	ECONOMY FENCE CENTER	ALUMINUM RAILING-INGRAHAM BLVD	ROADWAY MAINTENANCE	7,635.67
36854	ELIZABETH SIELER	UB 800720000000 5029 61ST ST N	WATER/SEWER OPERATION	17.73
36855	EVERETT STAMP WORKS	RECEIVED STAMP (2)	FINANCE-GENL	111.16
36856	EVERETT UTILITIES	WATER AND FILTRATION CHARGES	SOURCE OF SUPPLY	244,596.22
36857	EVERETT, CITY OF	ANIMAL SHELTER FEES-JULY 2013	ANIMAL CONTROL	5,580.00
36858	EVERGREEN RURAL WATE	CONFERENCE-CRAIN AND ROODZANT	UTIL ADMIN	450.00
36859	EVERSON, LISA	REFUND CLASS FEES	PARKS-RECREATION	40.00
36860	FISHER, REBECCA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
36861	FLORATINE NORTHWEST	PESTICIDES	MAINTENANCE	1,331.87
36862	FTRS, LLC	SERVICES RENDERED RECOVERING W	PARK & RECREATION FAC	27.13
	FTRS, LLC		MAINTENANCE	72.23
	FTRS, LLC		UTIL ADMIN	117.55
	FTRS, LLC		SOLID WASTE OPERATIONS	122.57
	FTRS, LLC		GENERAL SERVICES - OVERH	254.48
36863	GENERAL CHEMICAL	ALUMINUM SULFATE	WASTE WATER TREATMENT F	4,328.78
36864	GILLINGS, FRED	REIMBURSE ROBE REPAIR COSTS	MUNICIPAL COURTS	8.69
36865	GIPSON, ANDREA & ALL	UB 846815860000 6815 86TH AVE	WATER/SEWER OPERATION	256.02
36866	GOVCONNECTION INC	TONER	COMPUTER SERVICES	132.22
36867	GRALL, DOUGLAS E & J	UB 361545000000 2909 142ND ST	WATER/SEWER OPERATION	25.00
36868	GRAY AND OSBORNE	PROFESSIONAL SERVICES	SURFACE WATER CAPITAL PF	3,114.69
36869	GRAYBAR ELECTRIC CO	RETURN BALLAST	PARK & RECREATION FAC	-30.31
	GRAYBAR ELECTRIC CO	BALLAST	PARK & RECREATION FAC	30.31
	GRAYBAR ELECTRIC CO	ELECTRICAL SUPPLIES	FACILITY REPLACEMENT	203.47
36870	GREENHAUS PORTABLE	PORTABLE RESTROOMS	PARK & RECREATION FAC	540.00
	GREENHAUS PORTABLE		RECREATION SERVICES	686.95
36871	GUY, KRISTIE	WELLNESS RETREAT EXPENSE REIMB	PERSONNEL ADMINISTRATIO	160.53
36872	HD FOWLER COMPANY	COUPLING	FACILITY REPLACEMENT	9.01
	HD FOWLER COMPANY	SNAP RING PLIERS	MAINTENANCE	58.64
	HD FOWLER COMPANY	PIPE AND ADAPTER	FACILITY REPLACEMENT	68.53
	HD FOWLER COMPANY	WELL SUPPLIES	FACILITY REPLACEMENT	70.72
	HD FOWLER COMPANY	ADAPTERS AND PVC	FACILITY REPLACEMENT	128.01
	HD FOWLER COMPANY	PVC PIPE	WATER CAPITAL PROJECTS	154.21
	HD FOWLER COMPANY	GATE VALVE AND PVC ADAPTER	MAINTENANCE	358.29
	HD FOWLER COMPANY	FERNCOS AND ROPE	SOURCE OF SUPPLY	362.65
	HD FOWLER COMPANY	WELL TESTING SUPPLIES	WATER CAPITAL PROJECTS	1,472.86
	HD FOWLER COMPANY	CATCH BASIN INSERTS	STORM DRAINAGE MAINTEN	1,900.50
6873	HYLARIDES, LETTIE	INTERPRETER SERVICES	COURTS	112.50
6874	JONES, CHRIS	REIMBURSE MILEAGE	POLICE PATROL	33.42
6875	K-MART	REC EXPRESS SUPPLIES	RECREATION SERVICES	66.17
6876	KAUFMAN, KEITH & MEG	UB 984518000000 4518 58TH DR N	GARBAGE	16.94
6877	KUNG FU 4 KIDS	INSTRUCTOR SERVICES	RECREATION SERVICES	55.30
	KUNG FU 4 KIDS		RECREATION SERVICES	55.30
	KUNG FU 4 KIDS		RECREATION SERVICES	97.30
	KUNG FU 4 KIDS		RECREATION SERVICES	97.30
	KUNG FU 4 KIDS		RECREATION SERVICES	97.30
	KUNG FU 4 KIDS		RECREATION SERVICES	110.60
	KUNG FU 4 KIDS		RECREATION SERVICES	207.90
5878	LAKE INDUSTRIES	CONCRETE HAULED IN	SIDEWALKS MAINTENANCE	60.00
6879	LAW, LYMAN, DANIEL, KAM	LEGAL FEES	NON-DEPARTMENTAL	1,229.79
	LAW, LYMAN, DANIEL, KAM		WASTE WATER TREATMENT F	3,689.36
5880	LICENSING, DEPT OF	AVEY, PHILLIP (ORIGINAL)	GENERAL FUND	18.00

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6880	LICENSING, DEPT OF	GALASSO, MICHAEL (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	HAUGSVAR, EDWARD (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	SNOOK, MICHAEL (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	WARREN, PATRICIA (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	WICKS, ROBERT (LT RENEWAL)	GENERAL FUND	21.00
6881	LINDBLOM, TERRY & JA	UB 761505000006 7104 66TH ST N	WATER/SEWER OPERATION	145.21
6882	LOWES HIW INC	FENCING SUPPLIES-51ST AVENUE	GMA - STREET	601.44
6883	MACHUCA, BROOKE/SAUL	UB 983420650000 3420 65TH DR N	WATER/SEWER OPERATION	25.00
6884	MAILFINANCE	LEASE PAYMENT	CITY CLERK	22.93
	MAILFINANCE		EXECUTIVE ADMIN	22.93
	MAILFINANCE		FINANCE-GENL	22.93
	MAILFINANCE		PERSONNEL ADMINISTRATIO	22.93
	MAILFINANCE		UTILITY BILLING	22.93
	MAILFINANCE		LEGAL - PROSECUTION	22.93
	MAILFINANCE		COMMUNITY DEVELOPMENT-	22.93
	MAILFINANCE		UTIL ADMIN	22.93
	MAILFINANCE		POLICE INVESTIGATION	22.93
	MAILFINANCE		ENGR-GENL	22.93
	MAILFINANCE		POLICE PATROL	22.94
	MAILFINANCE		OFFICE OPERATIONS	22.94
	MAILFINANCE		DETENTION & CORRECTION	22.94
	MAILFINANCE		POLICE ADMINISTRATION	22.94
6885	MANUEL, ALFONSO C	UB 684639000000 4639 100TH ST	WATER/SEWER OPERATION	39.77
6886	MARYSVILLE FIRE DIST	FIRE CONTROL/EMERGENCY AID SER	FIRE-EMS	186,507.35
	MARYSVILLE FIRE DIST		FIRE-GENL	559,522.05
6887	MARYSVILLE FREE METH	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
6888	MARYSVILLE PRINTING	LEAVE REQUEST SLIPS	FACILITY MAINTENANCE	11.29
	MARYSVILLE PRINTING		EQUIPMENT RENTAL	16.94
	MARYSVILLE PRINTING		SOLID WASTE OPERATIONS	56.48
	MARYSVILLE PRINTING		GENERAL SERVICES - OVERF	84.70
	MARYSVILLE PRINTING		ENGR-GENL	112.95
	MARYSVILLE PRINTING	ENVELOPES	UTILITY BILLING	139.00
	MARYSVILLE PRINTING	LEAVE REQUEST SLIPS	UTIL ADMIN	282.36
	MARYSVILLE PRINTING	ENVELOPES AND BUSINESS CARDS	POLICE PATROL	302.94
	MARYSVILLE PRINTING	ENVELOPES	DETENTION & CORRECTION	374.67
6889	MEGAPATH CORPORATION	INTERNET SERVICES	COMPUTER SERVICES	263.83
6890	MILLER, TAMIE M.	UB 520570000000 3615 174TH PL	WATER/SEWER OPERATION	32.30
6891	MORTON, JASON	REIMBURSE VEHICLE CLEANING SUP	DETENTION & CORRECTION	27.07
6892	MORTON, VISOCHANEA	INTERPRETER SERVICES	COURTS	125.00
6893	NATIONAL BARRICADE	ARROWBOARD	ROADWAY MAINTENANCE	119.46
	NATIONAL BARRICADE	SIGN STAND AND SIGN	ROADWAY MAINTENANCE	126.14
6894	NEXTEL	ACCT #130961290	WATER FILTRATION PLANT	60.36
	NEXTEL		SEWER LIFT STATION	60.36
6895	NORTH COAST ELECTRIC	WATERTITE PLUG	WASTE WATER TREATMENT F	152.93
	NORTH COAST ELECTRIC	SWITCH	WASTE WATER TREATMENT F	225.52
6896	NORTH SOUND HOSE	BAND CLAMP	FACILITY REPLACEMENT	21.75
	NORTH SOUND HOSE	HARDWARE	FACILITY REPLACEMENT	45.73
	NORTH SOUND HOSE	SUCTION HOSE AND MENDER	FACILITY REPLACEMENT	513.07
	NORTH SOUND HOSE	PCV SUCTION HOSE	FACILITY REPLACEMENT	527.44
6897	OFFICE DEPOT	OFFICE SUPPLIES	PARK & RECREATION FAC	8.94
	OFFICE DEPOT		MAINTENANCE	9.17
	OFFICE DEPOT		RECREATION SERVICES	21.70
	OFFICE DEPOT		PARK & RECREATION FAC	27.04
	OFFICE DEPOT		PARK & RECREATION FAC	31.81
	OFFICE DEPOT		CITY CLERK	64.93
	OFFICE DEPOT		MUNICIPAL COURTS	97.44
	OFFICE DEPOT		POLICE PATROL	197.59
	OFFICE DEPOT		POLICE PATROL	272.78
	OFFICE DEPOT		MUNICIPAL COURTS	571.75
6898	OLASON, MONICA	INSTRUCTOR SERVICES	RECREATION SERVICES	100.80
	OLASON, MONICA		RECREATION SERVICES	174.00

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36899	PACIFIC TOPSOILS	CEDAR CHIPS	PARK & RECREATION FAC	818.19
36900	PARTS STORE, THE	AIR FILTERS (6)	MAINTENANCE	129.73
	PARTS STORE, THE	BATTERY AND CORE CHARGE	MAINTENANCE	137.38
	PARTS STORE, THE	OIL, LIGHTS, SEALANT AND SOAP	ER&R	267.00
36901	PHILLIPS, MICHAEL	WITNESS FEES	MUNICIPAL COURTS	12.26
36902	PHILLIPS, SALLY		MUNICIPAL COURTS	18.47
36903	PSSP - PUGET SOUND	SECURITY SERVICES	PROBATION	753.38
	PSSP - PUGET SOUND		MUNICIPAL COURTS	2,260.12
36904	PUD	ACCT #2051-3624-5	SEWER LIFT STATION	27.36
	PUD	ACCT #2009-9853-2	PARK & RECREATION FAC	30.98
	PUD	ACCT #2027-9116-6	PUMPING PLANT	31.10
	PUD	ACCT #2019-3119-3	PARK & RECREATION FAC	31.87
	PUD	ACCT #2022-2076-0	MAINTENANCE	36.82
	PUD	ACCT #2008-0070-4	STREET LIGHTING	81.86
	PUD	ACCT #2021-8367-9	TRANSPORTATION MANAGEM	87.31
	PUD	ACCT #2048-7913-4	TRAFFIC CONTROL DEVICES	94.69
	PUD	ACCT #2016-3963-0	MAINTENANCE	1,757.64
36905	PUGET SOUND SECURITY	KEYS MADE	POLICE PATROL	7.05
36906	R&D PARK CREEK LLC	RECOVERY CONTRACT #253-SEWER	WATER-UTILITIES/ENVIRONM	-25.00
	R&D PARK CREEK LLC		WATER/SEWER OPERATION	105.02
36907	RANCOURT, JENNIFER	PROTEM SERVICE	MUNICIPAL COURTS	555.00
36908	REED KATHRYN L	UB 984303000001 4303 59TH DR N	GARBAGE	136.12
36909	ROBERTS, DANI & DAVI	UB 858405410000 8405 41ST DR N	WATER/SEWER OPERATION	226.21
36910	ROODZANT, MATT	UB 800700000001 5127 61ST ST N	WATER/SEWER OPERATION	52.40
36911	RUSDEN, JOHN	PROTEM SERVICE	MUNICIPAL COURTS	185.00
	RUSDEN, JOHN		MUNICIPAL COURTS	1,665.00
36912	SANTOYO, PATRICIA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
36913	SISKUN POWER EQUIPME	BAR, CHAIN LOOPS AND SPARK PLU	MAINTENANCE	94.03
36914	SMOKEY POINT CONCRET	SHORT LOAD	SIDEWALKS MAINTENANCE	573.41
	SMOKEY POINT CONCRET		SIDEWALKS MAINTENANCE	817.76
36915	SNO CO PUBLIC WORKS	SOLID WASTE CHARGES	STORM DRAINAGE	804.00
	SNO CO PUBLIC WORKS		SOLID WASTE OPERATIONS	134,912.00
36916	SNYDER, CANON	MC/DJ SERVICES	RECREATION SERVICES	600.00
36917	SOUND POWER	BOLT AND MISC HARDWARE	ROADWAY MAINTENANCE	28.97
	SOUND POWER	CARBURATOR REPAIRS	MAINTENANCE	271.50
36918	SPRINGBROOK NURSERY	DUMP FEES	PARK & RECREATION FAC	96.00
	SPRINGBROOK NURSERY		PARK & RECREATION FAC	672.00
	SPRINGBROOK NURSERY		PARK & RECREATION FAC	672.00
36919	SULLIVAN, HOWARD & S	UB 840100685001 6406 81ST DR N	WATER/SEWER OPERATION	6.31
36920	SUNRISE ENVIRONMENT	SUNRISE DOA (24)	PARK & RECREATION FAC	290.20
36921	SWICK-LAFAVE, JULIE	REIMBURSE JAIL SUPPLY PURCHASE	DETENTION & CORRECTION	299.02
36922	TAB PRODUCTS CO	ALPHA LABELS	MUNICIPAL COURTS	40.63
36923	TAMAYO, MARY JOY & J	UB 094829146000 4829 146TH PL	WATER/SEWER OPERATION	19.85
36924	TAYLORMADE	WEDGE	GOLF COURSE	97.62
	TAYLORMADE	DRIVER	GOLF COURSE	236.27
	TAYLORMADE	IRON	GOLF COURSE	643.60
36925	TOWERS, LORRIE	ROBE CLEANING REIMBURSEMENT	MUNICIPAL COURTS	14.61
36926	TYLER TECHNOLOGIES	SOFTWARE INTERFACE SUPPORT	COMPUTER SERVICES	3,258.00
	TYLER TECHNOLOGIES	OSDBA SUPPORT	COMPUTER SERVICES	12,873.69
36927	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	71.04
36928	VERIZON/FRONTIER	WIRELESS CHARGES	SOLID WASTE CUSTOMER EX	24.40
	VERIZON/FRONTIER		CRIME PREVENTION	26.64
	VERIZON/FRONTIER		ANIMAL CONTROL	27.89
	VERIZON/FRONTIER		LEGAL-GENL	40.01
	VERIZON/FRONTIER		UTILITY BILLING	48.80
	VERIZON/FRONTIER		GOLF ADMINISTRATION	48.80
	VERIZON/FRONTIER		EQUIPMENT RENTAL	48.80
	VERIZON/FRONTIER		FACILITY MAINTENANCE	48.80
	VERIZON/FRONTIER		YOUTH SERVICES	53.28
	VERIZON/FRONTIER		FINANCE-GENL	54.23
	VERIZON/FRONTIER		PERSONNEL ADMINISTRATIO	54.23

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36928	VERIZON/FRONTIER	WIRELESS CHARGES	OFFICE OPERATIONS	106.56
	VERIZON/FRONTIER		LEGAL - PROSECUTION	108.46
	VERIZON/FRONTIER		COMPUTER SERVICES	123.53
	VERIZON/FRONTIER		PARK & RECREATION FAC	127.43
	VERIZON/FRONTIER		EXECUTIVE ADMIN	144.01
	VERIZON/FRONTIER		RECREATION SERVICES	176.23
	VERIZON/FRONTIER		DETENTION & CORRECTION	186.48
	VERIZON/FRONTIER		ENGR-GENL	191.84
	VERIZON/FRONTIER		POLICE INVESTIGATION	226.56
	VERIZON/FRONTIER		COMMUNITY DEVELOPMENT-	235.23
	VERIZON/FRONTIER		WASTE WATER TREATMENT F	248.47
	VERIZON/FRONTIER		STORM DRAINAGE	259.61
	VERIZON/FRONTIER		GENERAL SERVICES - OVERH	371.43
	VERIZON/FRONTIER	AMR LINES	METER READING	440.12
	VERIZON/FRONTIER	WIRELESS CHARGES	POLICE ADMINISTRATION	455.96
	VERIZON/FRONTIER		UTIL ADMIN	977.50
	VERIZON/FRONTIER		POLICE PATROL	2,874.79
36929	VERIZON/FRONTIER	LONG DISTANCE CHARGES	CRIME PREVENTION	0.02
	VERIZON/FRONTIER		SOLID WASTE CUSTOMER EX	0.02
	VERIZON/FRONTIER		FACILITY MAINTENANCE	0.14
	VERIZON/FRONTIER		ANIMAL CONTROL	0.22
	VERIZON/FRONTIER		PURCHASING/CENTRAL STOF	0.41
	VERIZON/FRONTIER		RECREATION SERVICES	0.50
	VERIZON/FRONTIER		CITY CLERK	0.52
	VERIZON/FRONTIER		COMMUNITY CENTER	0.60
	VERIZON/FRONTIER		LEGAL-GENL	0.78
	VERIZON/FRONTIER		EQUIPMENT RENTAL	1.08
	VERIZON/FRONTIER		YOUTH SERVICES	2.27
	VERIZON/FRONTIER		GENERAL SERVICES - OVERH	3.17
	VERIZON/FRONTIER		GOLF ADMINISTRATION	4.22
	VERIZON/FRONTIER		WASTE WATER TREATMENT F	4.65
	VERIZON/FRONTIER		PERSONNEL ADMINISTRATIOI	5.12
	VERIZON/FRONTIER		POLICE ADMINISTRATION	5.88
	VERIZON/FRONTIER		DETENTION & CORRECTION	6.80
	VERIZON/FRONTIER		STORM DRAINAGE	7.05
	VERIZON/FRONTIER		COMPUTER SERVICES	7.23
	VERIZON/FRONTIER		UTIL ADMIN	7.59
	VERIZON/FRONTIER		LEGAL - PROSECUTION	7.79
	VERIZON/FRONTIER		PARK & RECREATION FAC	8.37
	VERIZON/FRONTIER		FINANCE-GENL	9.23
	VERIZON/FRONTIER		MUNICIPAL COURTS	9.44
	VERIZON/FRONTIER		EXECUTIVE ADMIN	9.86
	VERIZON/FRONTIER		POLICE PATROL	10.97
	VERIZON/FRONTIER		ENGR-GENL	13.57
	VERIZON/FRONTIER		UTILITY BILLING	14.39
	VERIZON/FRONTIER		OFFICE OPERATIONS	15.16
	VERIZON/FRONTIER		POLICE INVESTIGATION	15.67
	VERIZON/FRONTIER		COMMUNITY DEVELOPMENT-	38.05
6930	VERIZON/FRONTIER	ACCT #36065173190324995	TRAFFIC CONTROL DEVICES	34.80
	VERIZON/FRONTIER	ACCT #36065125170927115	STREET LIGHTING	35.20
	VERIZON/FRONTIER	ACCT #36065771080927115	STREET LIGHTING	38.71
	VERIZON/FRONTIER	PHONE CHARGES	POLICE ADMINISTRATION	39.86
	VERIZON/FRONTIER		POLICE PATROL	39.86
	VERIZON/FRONTIER		ADMIN FACILITIES	39.86
	VERIZON/FRONTIER		COMMUNICATION CENTER	39.86
	VERIZON/FRONTIER		LIBRARY-GENL	39.86
	VERIZON/FRONTIER		GENERAL SERVICES - OVERH	39.86
	VERIZON/FRONTIER	ACCT #36065962121015935	MAINT OF GENL PLANT	55.18
	VERIZON/FRONTIER	ACCT #36065976670111075	OFFICE OPERATIONS	55.18
	VERIZON/FRONTIER	ACCT #25300628501027055	UTIL ADMIN	66.55
	VERIZON/FRONTIER	ACCT #25301441101027055	UTIL ADMIN	66.55

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 8/29/2013 TO 9/4/2013**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
36930	VERIZON/FRONTIER	ACCT #36065943981121075	PUBLIC SAFETY BLDG.	75.58
	VERIZON/FRONTIER	ACCT #36065191230801065	WATER FILTRATION PLANT	76.05
	VERIZON/FRONTIER	ACCT #36065340280125085	ADMIN FACILITIES	77.42
	VERIZON/FRONTIER	PHONE CHARGES	COMMUNITY DEVELOPMENT-	79.72
	VERIZON/FRONTIER		DETENTION & CORRECTION	79.72
	VERIZON/FRONTIER		OFFICE OPERATIONS	79.72
	VERIZON/FRONTIER		COMMUNITY CENTER	79.72
	VERIZON/FRONTIER		GOLF ADMINISTRATION	79.72
	VERIZON/FRONTIER		GOLF ADMINISTRATION	79.72
	VERIZON/FRONTIER	ACCT #25300981920624965	SEWER LIFT STATION	93.05
	VERIZON/FRONTIER	PHONE CHARGES	UTILITY BILLING	119.58
	VERIZON/FRONTIER		WASTE WATER TREATMENT F	159.44
	VERIZON/FRONTIER		PARK & RECREATION FAC	199.27
	VERIZON/FRONTIER		UTIL ADMIN	280.89
36931	WAGNER, AMY	UB 280130000002 5229 128TH PL	WATER/SEWER OPERATION	225.00
36932	WAXIE SANITARY SUPPL	JANITORIAL SUPPLIES	PARK & RECREATION FAC	771.59
36933	WIDE FORMAT COMPANY	MAINTENANCE AGREEMENT KIP PRIN	UTIL ADMIN	106.43
36934	WILLIAMS, MATTHEW	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
36935	WOODMANSEE, LAUREN	INSTRUCTOR SERVICES	RECREATION SERVICES	346.50
			<b>WARRANT TOTAL:</b>	<b><u>1,256,816.74</u></b>

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

CHECK # 84473	CHECK LOST IN MAIL	(8.69)
CHECK # 85624	CHECK LOST IN MAIL	(27.07)
		<b><u>1,256,780.98</u></b>

# *Index #3*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: September 23, 2013**

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 **September 11, 2013** claims in the amount of **\$488,009.79** paid by **Check No.'s 86936 through 87038 with no Check No. voided.**

**COUNCIL ACTION:**

BLANKET CERTIFICATION  
**CLAIMS**  
FOR  
**PERIOD-9**

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 **\$488,009.79 PAID BY CHECK NO.'S 86936 THROUGH 87038 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 **23<sup>rd</sup> DAY OF SEPTEMBER 2013.**

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



**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 9/5/2013 TO 9/11/2013**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
86959	EDMONDS SCHOOL DIST	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
86960	ENVIRONMENTAL RES	PERFORMANCE EVALUATION SAMPLES	WATER/SEWER OPERATION	-37.39
	ENVIRONMENTAL RES		WASTE WATER TREATMENT F	472.11
86961	EUROOPTIC, LTD	HOLOGRAPHIC SIGHT	GENERAL FUND	-41.28
	EUROOPTIC, LTD		POLICE PATROL	521.28
86962	EVERETT HERALD	SUBSCRIPTION	PARK & RECREATION FAC	180.00
86963	EVERETT, CITY OF	LAB ANALYSIS	WATER QUAL TREATMENT	64.80
86964	FEDEX	SHIPPING EXPENSE	GMA - STREET	63.64
86965	FLINT TRADING INC	ROW RAIL CROSSINGS	TRAFFIC CONTROL DEVICES	2,568.17
86966	FLORIAN, LLC	INSTRUCTOR SERVICES	RECREATION SERVICES	210.00
86967	FOX, RICHARD	UB 846000057001 7711 72ND ST N	WATER/SEWER OPERATION	189.11
86968	GENERAL CHEMICAL	ALUMINUM SULFATE	WASTE WATER TREATMENT F	4,320.85
86969	GLOBALSTAR INC.	PHONE CHARGES	POLICE PATROL	49.75
86970	GOVCONNECTION INC	MEMORY UPGRADE	IS REPLACEMENT ACCOUNTS	96.37
86971	GRAINGER	CREDIT	WATER FILTRATION PLANT	-11.57
	GRAINGER	LEVELING MOUNT	WATER QUAL TREATMENT	40.23
	GRAINGER	POLYMOUNT	WATER QUAL TREATMENT	57.34
86972	GREEN RIVER CC	TRAINING-ZAHNOW, B	UTIL ADMIN	185.00
86973	GRENZ, MELISSA	REFUND CLASS FEES	PARKS-RECREATION	35.00
86974	HA, BETH	INSTRUCTOR SERVICES	RECREATION SERVICES	237.60
86975	HD FOWLER COMPANY	BRASS HARDWARE	WASTE WATER TREATMENT F	49.92
	HD FOWLER COMPANY	STAPLES	STORM DRAINAGE	65.16
	HD FOWLER COMPANY	TEE GASKETED AND FENCO	SEWER MAIN COLLECTION	122.79
	HD FOWLER COMPANY	GASKETED PIPE	SOURCE OF SUPPLY	494.14
	HD FOWLER COMPANY	WELL PROJECT PARTS	FACILITY REPLACEMENT	7,141.27
86976	HEYMAN, SHERRY	UB 037614000000 7614 87TH ST N	WATER/SEWER OPERATION	54.91
86977	IMSA NW SECTION	CERTIFICATION RENEWAL-KINNEY,	TRANSPORTATION MANAGEM	40.00
86978	IRON MOUNTAIN	CHIP ROCK	STORM DRAINAGE	94.81
86979	JONES, CATHY	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
86980	JOSEPH, PETER	INSTRUCTOR SERVICES	RECREATION SERVICES	649.00
	JOSEPH, PETER		RECREATION SERVICES	767.00
			RECREATION SERVICES	262.50
86981	KLEMENTSEN, TORY		GENERAL FUND	100.00
86982	KUHLMANN, CARA	RENTAL DEPOSIT REFUND	SCHOOL MIT FEES	9,384.00
86983	LAKE STEVENS SCHOOL	MITIGATION FEES	POLICE PATROL	21.72
86984	LASTING IMPRESSIONS	UNIFORM CAP	MUNICIPAL COURTS	370.00
86985	LEONARD, REMY	PRO-TEM SERVICES	ER&R	-909.85
86986	LES SCHWAB TIRE CTR	TIRE CREDIT (4)	EQUIPMENT RENTAL	510.68
	LES SCHWAB TIRE CTR	TIRES (4)	ER&R	909.85
	LES SCHWAB TIRE CTR		ER&R	909.85
86987	LICENSING, DEPT OF	BLANDON, BETHANY (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	GOSSETT, BRETT (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	GROVES, MICHELLE (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	KLEMME, JAMIE (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	SCHWARTZ, MICHAEL (ORIGINAL)	GENERAL FUND	18.00
36988	MARYSVILLE PRINTING	BASKETBALL FLYERS	RECREATION SERVICES	126.63
36989	MARYSVILLE SCHOOL	MITIGATION FEES	SCHOOL MIT FEES	65,765.00
36990	MATERIALS TESTING &	DECANT FACILITY SERVICES	SURFACE WATER CAPITAL PF	2,715.00
36991	MIZELL, TARA	REIMBURSE EMPLOYMENT AD ON CRA	RECREATION SERVICES	25.00
36992	MOORE, THOMAS R & JU	UB 250335000000 10931 52ND DR	WATER/SEWER OPERATION	38.26
36993	MOSBY, LISA	WITNESS FEES	MUNICIPAL COURTS	21.30
36994	MOTOROLA	(5) RADIOS AND ACCESSORIES	POLICE PATROL	15,362.01
36995	MUNGUIA, ANA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
36996	NATIONAL BARRICADE	DELINEATORS W/BASES	TRAFFIC CONTROL DEVICES	487.34
36997	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WASTE WATER TREATMENT F	2,892.02
36998	OFFICE DEPOT	OFFICE SUPPLIES	FINANCE-GENL	3.25
	OFFICE DEPOT		POLICE INVESTIGATION	23.67
	OFFICE DEPOT		CITY CLERK	39.23
	OFFICE DEPOT		POLICE INVESTIGATION	56.36
	OFFICE DEPOT		PERSONNEL ADMINISTRATIO	56.84
	OFFICE DEPOT		POLICE INVESTIGATION	122.40

**CITY OF MARYSVILLE  
 INVOICE LIST**

FOR INVOICES FROM 9/5/2013 TO 9/11/2013

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
86998	OFFICE DEPOT	OFFICE SUPPLIES	FINANCE-GENL	220.00
86999	OZONIA NORTH AMERICA	DCA AND BALLASTS	WASTE WATER TREATMENT F	1,468.36
87000	P.R. SYSTEMS, INC.	GRINDING	ROADWAY MAINTENANCE	7,819.20
87001	PARTS STORE, THE	BRAKE PAD SET AND WHEEL SEAL	EQUIPMENT RENTAL	29.97
	PARTS STORE, THE	SPOTLIGHT	ER&R	67.74
	PARTS STORE, THE	SEAL	EQUIPMENT RENTAL	109.32
87002	PETROCARD SYSTEMS	FUEL CONSUMED	ENGR-GENL	32.29
	PETROCARD SYSTEMS		STORM DRAINAGE	53.96
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	65.38
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	97.71
	PETROCARD SYSTEMS		COMMUNITY DEVELOPMENT-	417.66
	PETROCARD SYSTEMS		PARK & RECREATION FAC	975.07
	PETROCARD SYSTEMS		GENERAL SERVICES - OVERF	1,237.63
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	4,329.86
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	5,485.64
	PETROCARD SYSTEMS		POLICE PATROL	7,144.18
87003	PHILLIPS, DARLENE^	UB 091451149000 14511 49TH DR	WATER/SEWER OPERATION	94.05
87004	PREFERRED ELECTRIC	CEDARCREST RESTAURANT REPAIR	GOLF ADMINISTRATION	760.20
	PREFERRED ELECTRIC	PVC RACEWAY REPAIR AND PULL RO	STORM DRAINAGE	1,918.63
	PREFERRED ELECTRIC	EMERGENCY GENERATOR REPAIR	WASTE WATER TREATMENT F	15,183.47
87005	PUD	ACCT #2047-1749-0	STREET LIGHTING	1.02
	PUD	ACCT #2047-1751-6	STREET LIGHTING	1.90
	PUD		STREET LIGHTING	2.99
	PUD	ACCT #2050-2647-6	STREET LIGHTING	3.05
	PUD		STREET LIGHTING	4.78
	PUD	ACCT #2047-1750-8	STREET LIGHTING	17.42
	PUD	ACCT #2047-1749-0	STREET LIGHTING	19.39
	PUD	ACCT #2047-1750-8	STREET LIGHTING	23.11
	PUD	ACCT #2011-4215-5	TRANSPORTATION MANAGEM	65.95
	PUD	ACCT #2026-7070-9	STREET LIGHTING	84.67
	PUD	ACCT #2004-9950-7	PARK & RECREATION FAC	85.02
	PUD	ACCT #2004-9984-6	PARK & RECREATION FAC	85.02
	PUD	ACCT #2033-4458-5	STREET LIGHTING	126.35
	PUD	ACCT #2025-7611-2	STREET LIGHTING	170.78
	PUD	ACCT #2008-1280-8	PUMPING PLANT	366.50
	PUD	ACCT #2024-6155-4	SEWER LIFT STATION	492.94
	PUD	ACCT #2026-0420-3	STREET LIGHTING	1,344.42
	PUD		STREET LIGHTING	2,016.63
	PUD	ACCT #2025-7611-2	STREET LIGHTING	3,244.71
	PUD	ACCT #2028-8209-8	STREET LIGHTING	8,197.19
	PUD		STREET LIGHTING	12,821.25
87006	PUGET SOUND ENERGY	ACCT #200007781657	PRO-SHOP	34.99
	PUGET SOUND ENERGY	ACCT #200007052364	MAINT OF GENL PLANT	37.95
	PUGET SOUND ENERGY	ACCT #200004804056	COURT FACILITIES	40.98
	PUGET SOUND ENERGY	ACCT #200023493808	ADMIN FACILITIES	50.96
	PUGET SOUND ENERGY	ACCT #200024981520	COMMUNITY CENTER	53.69
	PUGET SOUND ENERGY	ACCT #200010703029	PUBLIC SAFETY BLDG.	184.59
37007	RAMEY, MARC	UB 090565000000 9026 49TH DR N	WATER/SEWER OPERATION	208.22
37008	RECREATION & PARK	CONFERENCE REGISTRATION-BALLEW	PARK & RECREATION FAC	269.00
37009	RICOH USA, INC.	PRINTER/COPIER LEASE	MAINTENANCE	27.68
	RICOH USA, INC.		POLICE PATROL	27.68
	RICOH USA, INC.		COMMUNITY CENTER	27.68
	RICOH USA, INC.		WASTE WATER TREATMENT F	37.86
	RICOH USA, INC.		GENERAL SERVICES - OVERF	87.53
	RICOH USA, INC.		PROBATION	107.52
	RICOH USA, INC.		LEGAL - PROSECUTION	130.98
	RICOH USA, INC.		ENGR-GENL	143.48
	RICOH USA, INC.		POLICE INVESTIGATION	143.91
	RICOH USA, INC.		UTILITY BILLING	178.48
	RICOH USA, INC.		EXECUTIVE ADMIN	185.90
	RICOH USA, INC.		CITY CLERK	199.08

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 9/5/2013 TO 9/11/2013**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
87009	RICOH USA, INC.	PRINTER/COPIER LEASE	FINANCE-GENL	199.08
	RICOH USA, INC.		PERSONNEL ADMINISTRATIO	206.56
	RICOH USA, INC.		DETENTION & CORRECTION	260.48
	RICOH USA, INC.		MUNICIPAL COURTS	299.18
	RICOH USA, INC.		PARK & RECREATION FAC	345.35
	RICOH USA, INC.		UTIL ADMIN	379.25
	RICOH USA, INC.		COMMUNITY DEVELOPMENT-	592.98
	RICOH USA, INC.		OFFICE OPERATIONS	790.94
87010	RUTH, JULIE	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
87011	SCIENTIFIC SUPPLY	TUBING, FILTERS AND LABEL TAPE	WASTE WATER TREATMENT F	398.80
87012	SHEETS, RALPH^	UB 860100000000 8307 55TH AVE	WATER/SEWER OPERATION	10.44
	SHEETS, RALPH^		WATER/SEWER OPERATION	44.42
87013	SMITH, BRAD	REIMBURSE NITE UNIFORM PURCHAS	GENERAL FUND	-21.14
	SMITH, BRAD		PRO ACT TEAM	266.87
87014	SMOKEY POINT CONCRET	DRAIN ROCK	STORM DRAINAGE	126.18
	SMOKEY POINT CONCRET	CONCRETE AND TRUCK RENTAL	SIDEWALKS MAINTENANCE	725.99
	SMOKEY POINT CONCRET	PIT RUN	SOURCE OF SUPPLY	764.54
87015	SNO CO TREASURER	CRIME VICTIM/WITNESS FUNDS	CRIME VICTIM	693.61
87016	SNOPAC	DISPATCH SERVICES	COMMUNICATION CENTER	73,948.37
87017	SOUND POWER	CONCRETE SAW	SIDEWALKS MAINTENANCE	270.41
87018	SOUND SAFETY	PROCESSING ERROR	SOLID WASTE OPERATIONS	-175.28
	SOUND SAFETY	BLOOD BORNE PATHOGEN KITS	ER&R	87.91
	SOUND SAFETY	COVERALLS, SAFETY GLASSES AND	ER&R	91.88
	SOUND SAFETY	GLOVES	ER&R	138.47
	SOUND SAFETY	PROCESSING ERROR	SOLID WASTE OPERATIONS	185.98
87019	SPRINGBROOK NURSERY	TOPSOIL	SIDEWALKS CONSTRUCTION	166.94
	SPRINGBROOK NURSERY		SIDEWALKS CONSTRUCTION	166.94
87020	SWICK-LAFAVE, JULIE	REIMBURSE JAIL SUPPLY PURCHASE	DETENTION & CORRECTION	60.77
87021	UNIT PROCESS COMPANY	ACTUATOR MODIFICATIONS	WATER CAPITAL PROJECTS	7,132.94
87022	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	37.24
87023	UTILITIES UNDERGROUN	EXCAVATION NOTIFICATION	UTILITY LOCATING	495.28
87024	VAN SLYCK, LAURA	PROTEM SERVICES	MUNICIPAL COURTS	185.00
87025	VERIZON/FRONTIER	ACCT #572477380-00001	WASTE WATER TREATMENT F	18.05
	VERIZON/FRONTIER		UTIL ADMIN	18.05
87026	VERIZON/FRONTIER	PHONE CHARGES	CITY CLERK	7.15
	VERIZON/FRONTIER		CRIME PREVENTION	7.15
	VERIZON/FRONTIER		ANIMAL CONTROL	7.15
	VERIZON/FRONTIER		LEGAL-GENL	7.15
	VERIZON/FRONTIER		SOLID WASTE CUSTOMER EX	7.15
	VERIZON/FRONTIER		PURCHASING/CENTRAL STOF	7.15
	VERIZON/FRONTIER		COMMUNITY CENTER	14.30
	VERIZON/FRONTIER		FACILITY MAINTENANCE	14.30
	VERIZON/FRONTIER		YOUTH SERVICES	21.45
	VERIZON/FRONTIER		PERSONNEL ADMINISTRATIO	21.45
	VERIZON/FRONTIER		EQUIPMENT RENTAL	21.45
	VERIZON/FRONTIER		STORM DRAINAGE	28.60
	VERIZON/FRONTIER		GOLF ADMINISTRATION	28.60
	VERIZON/FRONTIER	ACCT #36065347410509955	WASTE WATER TREATMENT F	33.11
	VERIZON/FRONTIER	PHONE CHARGES	FINANCE-GENL	35.74
	VERIZON/FRONTIER		LEGAL - PROSECUTION	35.74
	VERIZON/FRONTIER		RECREATION SERVICES	35.74
	VERIZON/FRONTIER		PARK & RECREATION FAC	35.74
	VERIZON/FRONTIER		COMPUTER SERVICES	35.74
	VERIZON/FRONTIER	ACCT #360-658-3358	POLICE PATROL	35.89
	VERIZON/FRONTIER	PHONE CHARGES	EXECUTIVE ADMIN	42.89
	VERIZON/FRONTIER		UTILITY BILLING	50.04
	VERIZON/FRONTIER		ENGR-GENL	57.19
	VERIZON/FRONTIER		POLICE INVESTIGATION	57.19
	VERIZON/FRONTIER		POLICE ADMINISTRATION	64.34
	VERIZON/FRONTIER		GENERAL SERVICES - OVERT	64.34
	VERIZON/FRONTIER		OFFICE OPERATIONS	71.49

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 9/5/2013 TO 9/11/2013**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
87026	VERIZON/FRONTIER	PHONE CHARGES	MUNICIPAL COURTS	78.64
	VERIZON/FRONTIER		WASTE WATER TREATMENT F	78.64
	VERIZON/FRONTIER		DETENTION & CORRECTION	107.23
	VERIZON/FRONTIER		UTIL ADMIN	142.98
	VERIZON/FRONTIER		COMMUNITY DEVELOPMENT-	150.13
	VERIZON/FRONTIER		POLICE PATROL	271.66
	VERIZON/FRONTIER	ACCT #25301134240809105	CENTRAL SERVICES	721.04
87027	VIESCA-HAAGE,DORTHEA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
87028	VIZENA, RACHEL		GENERAL FUND	100.00
87029	WA STATE TREASURER	PUBLIC SAFETY & BLDG REVENUE	GENERAL FUND	827.00
	WA STATE TREASURER		GENERAL FUND	43,941.58
87030	WASTE MANAGEMENT	YARDWASTE AND RECYCLE SERVICE	RECYCLING OPERATION	91,222.24
87031	WEED GRAAFSTRA	LEGAL FEES	COMMUNITY DEVELOPMENT-	85.00
	WEED GRAAFSTRA		GMA - STREET	399.57
	WEED GRAAFSTRA		ROADWAY MAINTENANCE	561.50
	WEED GRAAFSTRA		GMA - STREET	822.00
	WEED GRAAFSTRA		GMA - STREET	935.00
	WEED GRAAFSTRA		STORM DRAINAGE	1,765.50
	WEED GRAAFSTRA		ROADS/STREETS CONSTRUC	2,481.90
	WEED GRAAFSTRA	LAKESWOOD/OVERCROSSING	ROADS/STREETS CONSTRUC	2,850.00
	WEED GRAAFSTRA	LEGAL FEES	LEGAL-GENL	11,637.81
	WEED GRAAFSTRA		UTIL ADMIN	12,601.81
87032	WESTERN GRAPHICS	GRAPHICS (6) PATROL CARS	EQUIPMENT RENTAL	750.48
	WESTERN GRAPHICS		EQUIPMENT RENTAL	750.48
	WESTERN GRAPHICS		EQUIPMENT RENTAL	750.48
	WESTERN GRAPHICS		EQUIPMENT RENTAL	750.48
	WESTERN GRAPHICS		EQUIPMENT RENTAL	750.48
	WESTERN GRAPHICS		EQUIPMENT RENTAL	750.48
87033	WESTERN PETERBILT	CORE REFUND	EQUIPMENT RENTAL	-97.74
	WESTERN PETERBILT	CORE CHARGE	EQUIPMENT RENTAL	97.74
	WESTERN PETERBILT	BRAKE SHOES AND BRAKE DRUMS	EQUIPMENT RENTAL	368.68
87034	WHITEMARSH, ERIN	UB 331491600000 14916 45TH AVE	WATER/SEWER OPERATION	8.20
87035	WILLIS, JOSEPH H. SR	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
87036	WISEMAN, JANETTE	INSTRUCTOR SERVICES	RECREATION SERVICES	33.60
	WISEMAN, JANETTE		RECREATION SERVICES	33.60
	WISEMAN, JANETTE		RECREATION SERVICES	100.80
87037	WREN CONSTRUCTION	FILL STATION PERMIT/USEAGE	WATER-UTILITIES/ENVIRONM	-1.75
	WREN CONSTRUCTION		WATER/SEWER OPERATION	100.00
87038	WSSUA	UMPIRES	RECREATION SERVICES	1,944.00
<b>WARRANT TOTAL:</b>				<b><u>488,009.79</u></b>

**REASON FOR VOIDS:**

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

# *Index #4*

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

**CITY COUNCIL MEETING DATE: 9/23/2013**

AGENDA ITEM: Contract Award: HVAC Maintenance and Repair Services	
PREPARED BY: Kyle Woods, Engineering Technician	DIRECTOR APPROVAL: 
DEPARTMENT: Engineering	
ATTACHMENTS: • Bid Tabulations	
BUDGET CODE: Various	AMOUNT: \$300,000.00

**SUMMARY:**

The contract with Diamond B Constructors is for the Maintenance and on-call repair services for all of the City owned buildings. The contract is a 3-year contract through September 2016. The \$300,000.00 contract cost is the anticipated 3-year total for all maintenance and repair services, based on previous yearly totals.

The project was advertised for a July 12, 2013 bid opening. 7 bids were received as shown on the attached bid tabulation. The low bidder is Diamond B Constructors. References have been checked and found to be satisfactory.

Contract Bid (Includes Sales Tax):	\$300,000.00
Total:	\$300,000.00

**RECOMMENDED ACTION:** Staff recommends that Council Authorize the Mayor to award the bid for the HVAC Maintenance and Repair Services project to Diamond B Constructors in the amount of \$300,000.00 including Washington State Sales Tax.



<b>Ameritech</b>									
<b>Repair and New Installation Services – Hourly Rate</b>									
Mechanic			Apprentice			Electrician			
Regular Time	O/T M-F/Sat	O/T Sun/Hol	Regular Time	O/T M-F/Sat	O/T Sun/Hol	Regular Time	O/T M-F/Sat	O/T Sun/Hol	Material Markup %
\$98.00	\$147.00	\$196.00	\$78.00	\$117.00	\$156.00	\$98.00	\$147.00	\$196.00	12%
350	Regular time hours and materials are based on the totals for maintenance year 2012								\$20,000.00
\$34,300.00									\$22,400.00

Repair and Installation Labor	\$34,300.00
Repair and Installation Materials	\$22,400.00
Yearly Maintenance	\$32,818.92
<b>Total</b>	<b>\$89,518.92</b>

<b>Diamond B Constructors</b>									
<b>Repair and New Installation Services – Hourly Rate</b>									
Mechanic			Apprentice			Electrician			Material Markup %
Regular Time	O/T M-F/Sat	O/T Sun/Hol	Regular Time	O/T M-F/Sat	O/T Sun/Hol	Regular Time	O/T M-F/Sat	O/T Sun/Hol	
\$97.00	\$123.00	\$153.00	\$74.00	\$92.00	\$112.00	\$97.00	\$123.00	\$153.00	12%
350	Regular time hours and materials are based on the totals for maintenance year 2012								\$20,000.00
\$33,950.00									\$22,400.00

Repair and Installation Labor	\$33,950.00
Repair and Installation Materials	\$22,400.00
Yearly Maintenance	\$32,821.79
<b>Total</b>	<b>\$89,171.79</b>

DK Systems, Inc.									
Repair and New Installation Services – Hourly Rate									
Mechanic			Apprentice			Electrician			
Regular Time	O/T M-F/Sat	O/T Sun/Hol	Regular Time	O/T M-F/Sat	O/T Sun/Hol	Regular Time	O/T M-F/Sat	O/T Sun/Hol	Material Markup %
\$105.00	\$157.50	\$157.50	NA	NA	NA	\$85.00	\$127.50	\$127.50	30%
350	Regular time hours and material cost are based on the totals for maintenance year 2012								\$20,000.00
<b>\$36,750.00</b>									<b>\$26,000.00</b>

Repair and Installation Labor	\$36,750.00
Repair and Installation Materials	\$26,000.00
Yearly Maintenance	\$42,520.72
<b>Total</b>	<b>\$105,270.72</b>

<b>Hermanson</b>									
<b>Repair and New Installation Services – Hourly Rate</b>									
Mechanic			Apprentice			Electrician			
Regular Time	O/T M-F/Sat	O/T Sun/Hol	Regular Time	O/T M-F/Sat	O/T Sun/Hol	Regular Time	O/T M-F/Sat	O/T Sun/Hol	Material Markup %
\$120.00	\$180.00	\$240.00	NA	NA	NA	NA	NA	NA	25%
350	Regular time hours and material cost are based on the totals for maintenance year 2012								\$20,000.00
<b>\$42,000.00</b>									<b>\$25,000.00</b>

Repair and Installation Labor	\$42,000.00
Repair and Installation Materials	\$25,000.00
Yearly Maintenance	\$33,566.09
<b>Total</b>	<b>\$100,566.09</b>

McKinstry									
Repair and New Installation Services – Hourly Rate									
Mechanic			Apprentice			Electrician			
Regular Time	O/T M-F/Sat	O/T Sun/Hol	Regular Time	O/T M-F/Sat	O/T Sun/Hol	Regular Time	O/T M-F/Sat	O/T Sun/Hol	Material Markup %
\$135.00	\$145.00	\$145.00	\$113.00	\$120.00	\$120.00	\$135.00	\$145.00	\$145.00	45%
350	Regular time hours and material cost are based on the totals for maintenance year 2012								\$20,000.00
<b>\$47,250.00</b>									<b>\$29,000.00</b>

Repair and Installation Labor	\$47,250.00
Repair and Installation Materials	\$29,000.00
Yearly Maintenance	\$60,774.56
<b>Total</b>	<b>\$137,024.56</b>

Pacific Air Control, Inc.									
Repair and New Installation Services – Hourly Rate									
Mechanic			Apprentice			Electrician			
Regular Time	O/T M-F/Sat	O/T Sun/Hol	Regular Time	O/T M-F/Sat	O/T Sun/Hol	Regular Time	O/T M-F/Sat	O/T Sun/Hol	Material Markup %
\$165.00	\$247.50	\$330.00	\$118.00	\$177.00	\$236.00	NA	NA	NA	25%
350	Regular time hours and material cost are based on the totals for maintenance year 2012								\$20,000.00
<b>\$57,750.00</b>									<b>\$25,000.00</b>

Repair and Installation Labor	\$57,750.00
Repair and Installation Materials	\$25,000.00
Yearly Maintenance	\$50,396.92
<b>Total</b>	<b>\$133,146.92</b>

<b>Tru Mechanical</b>									
<b>Repair and New Installation Services – Hourly Rate</b>									
Mechanic			Apprentice			Electrician			Material Markup %
Regular Time	O/T M-F/Sat	O/T Sun/Hol	Regular Time	O/T M-F/Sat	O/T Sun/Hol	Regular Time	O/T M-F/Sat	O/T Sun/Hol	
\$112.00	\$168.00	\$168.00	\$90.00	\$135.00	\$135.00	\$112.00	\$168.00	\$168.00	60%
350	Regular time hours and material cost are based on the totals for maintenance year 2012								\$20,000.00
<b>\$39,200.00</b>									<b>\$32,000.00</b>

Repair and Installation Labor	\$39,200.00
Repair and Installation Materials	\$32,000.00
Yearly Maintenance	\$29,290.51
<b>Total</b>	<b>\$100,490.51</b>

# *Index #5*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 9/23/2013**

AGENDA ITEM: Automated Meter Reading System Upgrade	
PREPARED BY: Karen Latimer, Operations Manager DEPARTMENT: Public Works	DIRECTOR APPROVAL: 
ATTACHMENTS: 1. Contract Documents.	
BUDGET CODE: 40140580.549000.1317	AMOUNT: \$169,430.00

**SUMMARY:**

A few years ago the City purchased an automated meter reading (AMR) system from Aclara Technologies LLC. The AMR system software should be updated at least annually and equipment should be replaced as it becomes obsolete or as technology changes.

This year the data collection units need to be replaced due to the discontinuance of a certain type of cellular phone service. The AMR system software must be updated and the network control computer replaced at the same time the data collection units are replaced to maintain compatibility throughout the AMR system.

Aclara Technologies LLC will not provide software updates or new equipment unless a master agreement, software license agreement and maintenance agreement are executed. The AMR system will not function without the data collection units, so these agreements have become a necessary part of the overall AMR system. A maintenance agreement was authorized by City Council in June 2012. The remaining agreements must be executed before the AMR upgrade project can proceed.

It should be noted that, as with the maintenance agreement, the master and software license agreements contain language that significantly limits the vendor's liability. The language of both agreements works to the disadvantage of the City. There are risks of loss beyond those normally accepted by the City; exclusions that will make it difficult to hold Aclara accountable for delayed delivery; the liability of Aclara for damages is limited to their gross negligence or willful acts and their aggregate liability is further limited to the dollar amount of their annual fee; limitations for incidental damages; and warranties contain limitations that exclude statutory warranties of merchantability and fitness for purpose with restricted remedy for repair or replacement.

As before, it is a policy decision for Council to determine whether this language is acceptable and to weigh the risk of claims against the City versus the need for the services by this unique vendor. On the advice of the City Attorney, staff has made reasonable efforts to renegotiate this language without significant success. The City has invested substantial amounts in the equipment that the vendor provides and it would be difficult and expensive to contract with a different vendor for the necessary services.

<p><b>RECOMMENDED ACTION:</b> Staff recommends that Council Authorize the Mayor to sign a Master Agreement and Software License Agreement with Aclara Technologies LLC.</p>
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# *Index #6*

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

**CITY COUNCIL MEETING DATE: 09/23/2013**

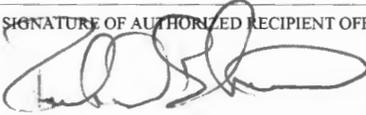
<b>AGENDA ITEM:</b> Accept JAG GRANT FUNDING	
<b>PREPARED BY:</b> Chief Richard Smith	<b>DIRECTOR APPROVAL:</b> 
<b>DEPARTMENT:</b> Police	
<b>ATTACHMENTS:</b> Yes	
<b>BUDGET CODE:</b> 00103 010.549000	<b>AMOUNT:</b> \$10,663.00

**SUMMARY:**

Each year the DOJ provides a formulated amount of funding to local law enforcement through the JAG/BYRNE GRANT PROGRAM. This year grant funding in the amount of \$10,663.00 has been allocated to the City of Marysville. These funds will be used for two JAG Program identifiers, first, "Less than Lethal", to purchase ten (10) additional Tasers, and second, "Traffic Enforcement", to purchase four (4) additional radar units.

**RECOMMENDED ACTION:**

Approval to receive JAG/BYRNE GRANT LOCAL Funds to purchase equipment for the Police Department, in the amount of \$10,663.00

	Department of Justice Office of Justice Programs <b>Bureau of Justice Assistance</b>	<b>Grant</b>	PAGE 1 OF 7
<b>1. RECIPIENT NAME AND ADDRESS (Including Zip Code)</b>	<b>4. AWARD NUMBER:</b> 2013-DJ-BX-0796		
City of Marysville 1049 State Avenue Marysville, WA 98270	<b>5. PROJECT PERIOD:</b> FROM 10/01/2012 TO 09/30/2014 <b>BUDGET PERIOD:</b> FROM 10/01/2012 TO 09/30/2014		
<b>1A. GRANTEE IRS/VENDOR NO.</b> 916001460	<b>6. AWARD DATE</b> 08/30/2013	<b>7. ACTION</b> Initial	
	<b>8. SUPPLEMENT NUMBER</b> 00		
	<b>9. PREVIOUS AWARD AMOUNT</b> \$ 0		
<b>3. PROJECT TITLE</b> Taser and Radar Equipment Project	<b>10. AMOUNT OF THIS AWARD</b> \$ 10,663		
	<b>11. TOTAL AWARD</b> \$ 10,663		
<b>12. SPECIAL CONDITIONS</b> THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTHON THE ATTACHED PAGE(S).			
<b>13. STATUTORY AUTHORITY FOR GRANT</b> This project is supported under FY13(BJA - JAG) 42 USC 3750, et seq.			
<b>15. METHOD OF PAYMENT</b> GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
<b>16. TYPED NAME AND TITLE OF APPROVING OFFICIAL</b>		<b>18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL</b>	
Denise O'Donnell Director		Richard L. Smith Chief of Police	
<b>17. SIGNATURE OF APPROVING OFFICIAL</b>		<b>19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL</b>	<b>19A. DATE</b>
			9-3-13
AGENCY USE ONLY			
<b>20. ACCOUNTING CLASSIFICATION CODES</b>			<b>21. MDJUGT1168</b>
FISCALYFUND EAR ODE	BUD.A CT.	OFC. G.	DIV.RE SUB.
X B	DJ	80 00	00 10663

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD  
CONTINUATIONSHEET  
Grant**

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PROJECT NUMBER 2013-DJ-BX-0796

AWARD DATE 08/30/2013

*SPECIAL CONDITIONS*

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide.
4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

mail:

Office of the Inspector General  
U.S. Department of Justice  
Investigations Division  
950 Pennsylvania Avenue, N.W.  
Room 4706  
Washington, DC 20530

e-mail: [oig.hotline@usdoj.gov](mailto:oig.hotline@usdoj.gov)

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at [www.usdoj.gov/oig](http://www.usdoj.gov/oig).

6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.

	Department of Justice Office of Justice Programs <b>Bureau of Justice Assistance</b>	<b>AWARD          CONTINUATIONSHEET          Grant</b>	PAGE 3 OF 7
PROJECT NUMBER 2013-DJ-BX-0796	AWARD DATE 08/30/2013		
<i>SPECIAL CONDITIONS</i>			
<ol style="list-style-type: none"> <li>8. The recipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The recipient also agrees to comply with applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at <a href="http://www.ojp.gov/funding/sam.htm">http://www.ojp.gov/funding/sam.htm</a> (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).</li>   <li>9. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.</li>   <li>10. The recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at <a href="http://www.ojp.gov/funding/confcost.htm">www.ojp.gov/funding/confcost.htm</a>.</li>   <li>11. The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <a href="http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm">http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm</a>.</li>   <li>12. The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OJP award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this OJP award, the recipient will promptly notify, in writing, the grant manager for this OJP award, and, if so requested by OJP, seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.</li>   <li>13. The recipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.</li>   <li>14. The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.</li>   <li>15. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).</li> </ol>			

	Department of Justice Office of Justice Programs <b>Bureau of Justice Assistance</b>	<b>AWARD          CONTINUATIONSHEET          Grant</b>	PAGE 4 OF 7
PROJECT NUMBER	2013-DJ-BX-0796	AWARD DATE	08/30/2013
<i>SPECIAL CONDITIONS</i>			
<p>16. The recipient agrees that all income generated as a direct result of this award shall be deemed program income. All program income earned must be accounted for and used for the purposes of funds provided under this award, including such use being consistent with the conditions of the award, the effective edition of the OJP Financial Guide and, as applicable, either (1) 28 C.F.R. Part 66 or (2) 28 C.F.R. Part 70 and 2 C.F.R. Part 215 (OMB Circular A-110). Further, the use of program income must be reported on the quarterly Federal Financial Report, SF 425.</p> <p>17. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.</p> <p>18. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: <a href="http://www.it.ojp.gov/gsp_grantcondition">http://www.it.ojp.gov/gsp_grantcondition</a>. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.</p> <p>19. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.</p>			
<p>The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:</p>			
<ol style="list-style-type: none"> <li>a. New construction;</li> <li>b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;</li> <li>c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;</li> <li>d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and</li> <li>e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.</li> </ol>			
<p>The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <a href="http://www.ojp.usdoj.gov/BJA/resource/nepa.html">http://www.ojp.usdoj.gov/BJA/resource/nepa.html</a>, for programs relating to methamphetamine laboratory operations.</p>			
<p>Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.</p>			

	Department of Justice Office of Justice Programs <b>Bureau of Justice Assistance</b>	<b>AWARD          CONTINUATIONSHEET          Grant</b>	PAGE 5 OF 7
PROJECT NUMBER 2013-DJ-BX-0796	AWARD DATE 08/30/2013		
<i>SPECIAL CONDITIONS</i>			
<p>20. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate and expend the grant funds in the trust fund (including any interest earned) during the period of the grant. Grant funds (including any interest earned) not expended by the end of the grant period must be returned to the Bureau of Justice Assistance no later than 90 days after the end of the grant period, along with the final submission of the Federal Financial Report (SF-425).</p> <p>21. JAG funds may be used to purchase bulletproof vests for an agency, but may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.</p> <p>22. The recipient agrees to submit a signed certification that that all law enforcement agencies receiving vests purchased with JAG funds have a written "mandatory wear" policy in effect. Fiscal agents and state agencies must keep signed certifications on file for any subrecipients planning to utilize JAG funds for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any FY 2013 funding can be used by the agency for vests. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty.</p> <p>23. Ballistic-resistant and stab-resistant body armor purchased with JAG funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and are listed on the NIJ Compliant Body Armor Model List (<a href="http://nij.gov">http://nij.gov</a>). In addition, ballistic-resistant and stab-resistant body armor purchased must be American-made. The latest NIJ standard information can be found here: <a href="http://www.nij.gov/topics/technology/body-armor/safety-initiative.htm">http://www.nij.gov/topics/technology/body-armor/safety-initiative.htm</a>.</p> <p>24. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.</p> <p>25. The recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to <a href="http://www.ojp.gov/default.aspx?area=policyAndPractice&amp;page=1046">http://www.ojp.gov/default.aspx?area=policyAndPractice&amp;page=1046</a>.</p> <p>26. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See <a href="http://www.ojp.gov/about/ocr/equal_fbo.htm">http://www.ojp.gov/about/ocr/equal_fbo.htm</a>.</p>			



Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD  
CONTINUATIONSHEET  
Grant**

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PROJECT NUMBER 2013-DJ-BX-0796

AWARD DATE 08/30/2013

*SPECIAL CONDITIONS*

27. The recipient acknowledges that all programs funded through subawards, whether at the state or local levels, must conform to the grant program requirements as stated in BJA program guidance.
28. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
29. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
30. The recipient agrees to monitor subawards under this JAG award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the OJP Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of JAG funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.
31. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.
32. Award recipients must submit quarterly a Federal Financial Report (SF-425) and annual performance reports through GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. Therefore, quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website ([www.bjaperformancetools.org](http://www.bjaperformancetools.org)). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.
33. Award recipients must verify Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.
34. The grantee agrees that within 120 days of award acceptance, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. Additionally, all future task force members are required to complete this training once during the life of this award, or once every four years if multiple awards include this requirement. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)). This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When BJA funding supports a task force, a task force personnel roster should be compiled and maintained, along with course completion certificates, by the grant recipient. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)).

	Department of Justice Office of Justice Programs <b>Bureau of Justice Assistance</b>	<b>AWARD          CONTINUATIONSHEET          Grant</b>	PAGE 7 OF 7
PROJECT NUMBER 2013-DJ-BX-0796		AWARD DATE 08/30/2013	
<p><i>SPECIAL CONDITIONS</i></p> <p>35. No JAG funds may be expended on unmanned aircraft, unmanned aircraft systems, or aerial vehicles (US, UAS, or UAV) unless the BJA Director certifies that extraordinary and exigent circumstances exist, making them essential to the maintenance of public safety and good order. Additionally, any JAG funding approved for this purpose would be subject to additional reporting, which would be stipulated by BJA post-award.</p> <p>36. BJA strongly encourages the recipient submit annual (or more frequent) JAG success stories at JAG.Showcase@ojp.usdoj.gov or via the online form at <a href="https://www.bja.gov/contactus.aspx">https://www.bja.gov/contactus.aspx</a>. JAG success stories should include the: name and location of program/project; point of contact with phone and e-mail; amount of JAG funding received and in which fiscal year; and a brief summary describing the program/project and its impact.</p> <p>37. Recipient understands that the initial period of availability of funds for this award is two years. Recipient further understands that any requests for additional time for performance of this award, up to two additional years, will be granted automatically, pursuant to 42 U.S.C. § 3751(f) and in accordance with current fiscal year solicitation. Requests for additional time beyond a four year grant period will be subject to the discretion of the Director of the Bureau of Justice Assistance.</p> <p>38. Recipient may not expend or drawdown funds until the Bureau of Justice Assistance (BJA) has received documentation demonstrating that the state or local governing body review and public comment requirements have been met and a Grant Adjustment Notice (GAN) has been approved releasing this special condition.</p>			



**Department of Justice**  
Office of Justice Programs  
*Bureau of Justice Assistance*

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Washington, D.C. 20531

**Memorandum To:** Official Grant File

**From:** Orbin Terry, NEPA Coordinator

**Subject:** Incorporates NEPA Compliance in Further Developmental Stages for City of Marysville

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>. Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.

 <p>Department of Justice Office of Justice Programs Bureau of Justice Assistance</p>	<b>GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY</b>  <b>Grant</b>	
	PROJECT NUMBER 2013-DJ-BX-0796	PAGE 1 OF 1
This project is supported under FY13(BJA - JAG) 42 USC 3750, et seq.		
1. STAFF CONTACT (Name & telephone number)  Linda L. Hill (202) 353-9196	2. PROJECT DIRECTOR (Name, address & telephone number)  Margaret Vanderwalker Assistant to the Chief 1635 Grove Street Marysville, WA 98270-4301 (360) 363-8308	
3a. TITLE OF THE PROGRAM BJA FY 13 Edward Byrne Memorial Justice Assistance Grant (JAG) Program: Local		3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)
4. TITLE OF PROJECT  Taser and Radar Equipment Project		
5. NAME & ADDRESS OF GRANTEE  City of Marysville 1049 State Avenue Marysville, WA 98270		6. NAME & ADDRESS OF SUBGRANTEE
7. PROGRAM PERIOD FROM: 10/01/2012 TO: 09/30/2014		8. BUDGET PERIOD FROM: 10/01/2012 TO: 09/30/2014
9. AMOUNT OF AWARD \$ 10,663		10. DATE OF AWARD 08/30/2013
11. SECOND YEAR'S BUDGET		12. SECOND YEAR'S BUDGET AMOUNT
13. THIRD YEAR'S BUDGET PERIOD		14. THIRD YEAR'S BUDGET AMOUNT
15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)  The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation).  The grantee will use this JAG award to support law enforcement initiatives. Funds will be used to purchase tasers and radar units for officer use. The project goals are to increase officer and public safety and decrease motor vehicle accidents. NCA/NCF		

OJP FORM 4000/2 (REV. 4-88)

**PROGRAM NARRATIVE FY 2013**

**NAME:** Marysville Police Department, City of Marysville  
**TITLE:** Equipment Purchases  
**GOALS:** Increased Officer Safety

**Proposed Equipment:** The Marysville Police Department has a need to purchase ten (10) Tasers and four (4) radar units. The safety of our officers increases when the Department can provide additional equipment. The pro-active use of radar can reduce motor vehicle accidents. The use of the Taser can reduce the need for deadly force. Both of these purposes are in line with our vision, mission, and goals as a Department. Marysville is a growing city with a population of 60,020, of which, approximately 22,000 people under the age of 25. This is one third of our population who are more likely to be those walking on the sidewalks or in the crosswalks of our city. With public safety our priority, with the approval of our funding expenditures, we will increase safety, to both citizens and officers.

**Budgetary Need:** In 2009, the City of Marysville annexed more than 20,000 residents into the city limits. Unfortunately at that same time due to the decline in the economy and the decreased revenues within the City, there were city wide layoffs of personnel. At that time the Marysville Police Department budget was reduced significantly to accommodate the decline in the economy. The requirements of the Marysville Police Department were prioritized to maintain levels of service to the community. However, without additional staffing the officers have/had to work many additional hours of overtime to compensate for the lack of staffing. In 2013, the Marysville Police Department is starting to hire additional officers to help meet the demand of our annexed area. It should be noted that the budgetary priority is currently on salary and benefits, not on additional equipment budgets.

The vision of the Marysville Police Department is that the men and women of the Marysville Police Department are dedicated to providing the highest caliber of police work for the citizens of Marysville, as we strive to be one of the finest law enforcement organizations in the State of Washington. We perceive our organization as a “Caring Department for a Caring City”.

The mission of the Marysville Police Department is that the men and women of the Marysville Police Department are dedicated to providing safety and security to the public we serve, through teamwork, mutual respect, and in partnership with the community.

The values of the Marysville Police Department are:

- Strong leadership at all levels within the department
- Accountability to each other and to the public we serve
- Open, honest, and direct communication throughout the agency
- Respect, professionalism, and open mindedness directed towards every person we contact
- Commitment to teamwork and cooperation among department members, city staff and the community.

The City of Marysville and the Marysville Police Department determines the annual budget to meet and accomplish the above vision, mission, and values. In recent years, to prepare a practical and balanced budget we must prioritize dollars. With this in mind, at this time, we do not have the funds within the budget to purchase additional Tasers and radar equipment. Previously in 2009, our Equipment /Small Tools budget was 19,000. In 2010, that budget was reduced to zero, and in 2013 that budget is still reduced to zero.

**Timeline:** These items will be purchased when we receive the JAG Award letter. All items will be purchased prior to 12/31/2014.

**ABSTRACT FY 2013**

**NAME:** Marysville Police Department, City of Marysville  
**TITLE:** Equipment Purchases, Tasers and Radar Detector  
**GOALS:** Officer Safety

**STRATEGY:** The Marysville Police Department currently has 54 sworn officers. There are 27 sworn personnel that patrol the streets and perform law enforcement duties daily that do not have assigned Tasers for their use. As of this date the Marysville Police Department only has six (6) Tasers for officer use. The officers check out a Taser at the beginning of shift and return it at the close of shift. When equipment malfunctions occurs, this reduces even further the Tasers available. One of Marysville Police Department's highest priorities is officer safety. By ensuring that each officer on patrol has a Taser for use during their shift greatly increases their safety. With the JAG/BYRNE Funds, the Marysville Police Department will purchase ten (10) new Tasers. The Taser X26 are an American made product.

Currently the Marysville Police Department has six (6) radar detectors. The detectors are used to increase the traffic safety within our city limits. By purchasing additional radar units, the Marysville Police Department can increase the ability to ensure the drivers in the city abide by the speed limits. This will allow at four additional officers per shift will have the option to use these additional speed enforcement tools. This will increase the safety of our citizens, our pedestrians, and potentially decrease motor vehicle accidents.

**PROJECT IDENTIFIERS:**

1. Less Than Lethal
2. Traffic Enforcement



# MARYSVILLE POLICE DEPARTMENT

Richard L. Smith, Chief of Police



## JAG APPLICATION: 2013 CFDA #16.738

### **Budget :**

A. Personnel	\$0.00
B. Fringe Benefits	\$0.00
C. Equipment	\$10,663.00

(10) Tasers	@ 812.00 each	\$ 8,120.00
(4) Radar Detectors	@ 635.75 each	\$ 2,543.00

### **Budget Narrative:**

The Marysville Police Department will be purchasing ten (10) Taser X26, and four (4) GHD Radar/ MPH guns. The additional Taser cartridges, taxes, shipping, and associated costs will be paid out of the City of Marysville Police Department General Fund dollars.

**The JAG application was made available for review by the governing body on September 23, 2013**

## **Public Hearing**

**The City of Marysville will hold a public hearing on September 23, 2013 at 7 p.m., at City Hall located at 1049 State Street. The purpose of this public hearing is for public comments concerning the 2013 Edward Byrne Memorial Justice Assistance Grant Local Solicitation Program.**



## MARYSVILLE POLICE DEPARTMENT

Richard L. Smith, Chief of Police



**07/01/2013**

**JAG APPLICATION 2013 – H5019-WA-DJ**

**\$10,663.00**

**It should be noted that the City of Marysville is applying for funding for Tasers and Radar Units. The City of Marysville does not have any other applications pending for funding of this equipment.**

**There currently is not a budget line item for the above equipment request.**

## 2013 WASHINGTON JAG ALLOCATIONS

Listed below are all jurisdictions in the state that are eligible for FY 2013 JAG funding, as determined by the JAG formula. If your jurisdiction is listed with another city or county government in a shaded area, you are in a funding disparity. In this case, the units of local government must develop a Memorandum of Understanding (MOU) and apply for an award with a single, joint application.

Finding your jurisdiction:(1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.(2) Eligible individual allocations are listed alphabetically below the shaded, disparate groupings.

Counties that have an asterisk (\*) under the "Eligible Individual Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: <https://www.bja.gov/Funding/JAGMOU.pdf>. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the updated JAG Technical report: <https://www.bja.gov/Publications/JAGTechRpt.pdf>.

For JAG Frequently Asked Questions, please refer to BJA's JAG webpage: <https://www.bja.gov/Funding/JAGFAQ.pdf>.

WA	BENTON COUNTY	County	*	
WA	KENNEWICK CITY	Municipal	\$24,189	\$24,189
WA	CLARK COUNTY	County	\$25,994	
WA	VANCOUVER CITY	Municipal	\$66,775	\$92,769
WA	COWLITZ COUNTY	County	*	
WA	LONGVIEW CITY	Municipal	\$14,036	\$14,036
WA	FRANKLIN COUNTY	County	*	
WA	PASCO CITY	Municipal	\$20,782	\$20,782
WA	KING COUNTY	County	\$50,183	
WA	AUBURN CITY	Municipal	\$26,846	
WA	BELLEVUE CITY	Municipal	\$14,990	
WA	KENT CITY	Municipal	\$53,999	
WA	RENTON CITY	Municipal	\$30,185	
WA	SEATTLE CITY	Municipal	\$376,118	
WA	TUKWILA CITY	Municipal	\$17,375	
WA	SEATAC CITY	Municipal	\$12,844	
WA	FEDERAL WAY CITY	Municipal	\$31,990	
WA	BURIEN CITY	Municipal	\$21,088	\$635,618
WA	PIERCE COUNTY	County	\$110,859	
WA	TACOMA CITY	Municipal	\$175,760	\$286,619
WA	SPOKANE COUNTY	County	\$16,285	
WA	SPOKANE CITY	Municipal	\$130,960	\$147,245
WA	WALLA WALLA COUNTY	County	*	
WA	WALLA WALLA CITY	Municipal	\$12,163	\$12,163

WA	WHATCOM COUNTY	County	\$12,878	
WA	BELLINGHAM CITY	Municipal	\$22,281	\$35,159
WA	YAKIMA COUNTY	County	\$13,150	
WA	YAKIMA CITY	Municipal	\$42,586	\$55,736
WA	BREMERTON CITY	Municipal	\$25,688	
WA	EVERETT CITY	Municipal	\$54,339	
WA	GRANT COUNTY	County	\$10,493	
WA	KITSAP COUNTY	County	\$59,756	
WA	LAKEWOOD CITY	Municipal	\$53,590	
WA	MARYSVILLE CITY	Municipal	\$10,663	
WA	MASON COUNTY	County	\$11,651	
WA	OLYMPIA CITY	Municipal	\$13,559	
WA	PUYALLUP CITY	Municipal	\$12,810	
WA	SKAGIT COUNTY	County	\$10,050	
WA	SNOHOMISH COUNTY	County	\$41,155	
WA	SPOKANE VALLEY CITY	Municipal	\$20,612	
WA	THURSTON COUNTY	County	\$31,922	
WA	UNIVERSITY PLACE CITY	Municipal	\$10,323	
<b>Local total</b>			<b>\$1,690,927</b>	



Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Office of Justice Programs

Washington, D.C. 20531

August 30, 2013

Chief Richard L. Smith II  
 City of Marysville  
 1049 State Avenue  
 Marysville, WA 98270

Dear Chief Smith:

On behalf of Attorney General Eric Holder, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 13 Edward Byrne Memorial Justice Assistance Grant (JAG) Program: Local in the amount of \$10,663 for City of Marysville.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Linda L. Hill, Program Manager at (202) 353-9196; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at [ask.ocfo@usdoj.gov](mailto:ask.ocfo@usdoj.gov).

Congratulations, and we look forward to working with you.

Sincerely,

*Denise O'Donnell*

Denise O'Donnell  
 Director

Enclosures



**Department of Justice**  
Office of Justice Programs  
Office for Civil Rights

*Washington, D.C. 20531*

August 30, 2013

Chief Richard L. Smith II  
City of Marysville  
1049 State Avenue  
Marysville, WA 98270

Dear Chief Smith:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of Federal funding to compliance with Federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice is responsible for ensuring that recipients of financial aid from OJP, its component offices and bureaus, the Office on Violence Against Women (OVW), and the Office of Community Oriented Policing Services (COPS) comply with applicable Federal civil rights statutes and regulations. We at OCR are available to help you and your organization meet the civil rights requirements that come with Justice Department funding.

**Ensuring Access to Federally Assisted Programs**

As you know, Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

**Providing Services to Limited English Proficiency (LEP) Individuals**

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at <http://www.lep.gov>.

**Ensuring Equal Treatment for Faith-Based Organizations**

The Department of Justice has published a regulation specifically pertaining to the funding of faith-based organizations. In general, the regulation, Participation in Justice Department Programs by Religious Organizations; Providing for Equal Treatment of all Justice Department Program Participants, and known as the Equal Treatment Regulation 28 C.F.R. part 38, requires State Administering Agencies to treat these organizations the same as any other applicant or recipient. The regulation prohibits State Administering Agencies from making award or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the Department of Justice to fund inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must be held separately from the Department of Justice funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see OCR's website at <http://www.ojp.usdoj.gov/ocr/etfbo.htm>.

State Administering Agencies and faith-based organizations should also note that the Safe Streets Act, as amended; the Victims of Crime Act, as amended; and the Juvenile Justice and Delinquency Prevention Act, as amended, contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the Justice Department has concluded that the Religious Freedom Restoration Act (RFRA) is reasonably construed, on a case-by-case basis, to require that its funding agencies permit faith-based organizations applying for funding under the applicable program statutes both to receive DOJ funds and to continue considering religion when hiring staff, even if the statute that authorizes the funding program generally forbids considering of religion in employment decisions by grantees.

Questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment may be directed to this Office.

## Enforcing Civil Rights Laws

All recipients of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal employment opportunity standards.

## Complying with the Safe Streets Act or Program Requirements

In addition to these general prohibitions, an organization which is a recipient of financial assistance subject to the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 42 U.S.C. § 3789d(c), or other Federal grant program requirements, must meet two additional requirements: (1) complying with Federal regulations pertaining to the development of an Equal Employment Opportunity Plan (EEOP), 28 C.F.R. § 42.301-.308, and (2) submitting to OCR Findings of Discrimination (see 28 C.F.R. §§ 42.205(5) or 31.202(5)).

### 1) Meeting the EEOP Requirement

In accordance with Federal regulations, Assurance No. 6 in the Standard Assurances, COPS Assurance No. 8.B, or certain Federal grant program requirements, your organization must comply with the following EEOP reporting requirements:

If your organization has received an award for \$500,000 or more and has 50 or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare an EEOP and submit it to OCR for review **within 60 days from the date of this letter**. For assistance in developing an EEOP, please consult OCR's website at <http://www.ojp.usdoj.gov/ocr/eeop.htm>. You may also request technical assistance from an EEOP specialist at OCR by dialing (202) 616-3208.

If your organization received an award between \$25,000 and \$500,000 and has 50 or more employees, your organization still has to prepare an EEOP, but it does not have to submit the EEOP to OCR for review. Instead, your organization has to maintain the EEOP on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to OCR. The Certification Form can be found at <http://www.ojp.usdoj.gov/ocr/eeop.htm>.

If your organization received an award for less than \$25,000; or if your organization has less than 50 employees, regardless of the amount of the award; or if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the EEOP requirement. However, your organization must complete Section A of the Certification Form and return it to OCR. The Certification Form can be found at <http://www.ojp.usdoj.gov/ocr/eeop.htm>.

### 2) Submitting Findings of Discrimination

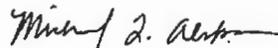
In the event a Federal or State court or Federal or State administrative agency makes an adverse finding of discrimination against your organization after a due process hearing, on the ground of race, color, religion, national origin, or sex, your organization must submit a copy of the finding to OCR for review.

## Ensuring the Compliance of Subrecipients

If your organization makes subawards to other agencies, you are responsible for assuring that subrecipients also comply with all of the applicable Federal civil rights laws, including the requirements pertaining to developing and submitting an EEOP, reporting Findings of Discrimination, and providing language services to LEP persons. State agencies that make subawards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

If we can assist you in any way in fulfilling your civil rights responsibilities as a recipient of Federal funding, please call OCR at (202) 307-0690 or visit our website at <http://www.ojp.usdoj.gov/ocr/>.

Sincerely,



Michael L. Alston  
Director

cc: Grant Manager  
Financial Analyst

# *Index #8*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: September 23, 2013**

<b>AGENDA ITEM:</b> Supplemental Agreement No. 1 with - ECCOS Design LLC- Contract Extension	
<b>PREPARED BY:</b> Jim Ballew	<b>DIRECTOR APPROVAL:</b>
<b>DEPARTMENT:</b> Parks and Recreation	
<b>ATTACHMENTS:</b> Supplemental Agreement	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b> \$0.00

**SUMMARY:**

This Supplemental Agreement is for a time extension for the Professional Services Agreement (PSA) with ECCOS Design LLC for the Comeford Park Spray Park Design. This contract will provide for time to complete the design. The PSA was signed on April 8, 2013, expired on August 31, 2013 and is seeking an extension through December 31, 2013 to complete all work.

**RECOMMENDED ACTION:**

Authorize the Mayor to sign the Supplemental Agreement No 1 with ECCOS Design LLC to provide for a contract extension through December 31, 2013.

**SUPPLEMENTAL AGREEMENT NO. 1  
TO  
PROFESSIONAL SERVICES AGREEMENT  
FOR  
CITY OF MARYSVILLE  
AND ECCOS DESIGN LLC.**

This Supplemental Agreement No. 1 is made and entered into on the 1st day of October, 2013, between the City of Marysville, hereinafter called the "City" and ECCOS Design LLC, hereinafter called the "Consultant."

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into an Agreement for [insert description of project], hereinafter called the "Project," said Agreement being dated April 8, 2013; and

WHEREAS, both parties desire to supplement said Agreement, by expanding the Scope of Services to provide for additional time and to amend the total amount payable 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 8, 2013, shall remain in full force and effect, except as modified in the following sections:

1. Article II of the Original Agreement, "SCOPE OF SERVICES", shall be supplemented to include the Scope of Services as described in Exhibit A1, attached hereto and by this reference made part of this Supplemental Agreement No. 1.

2. Article IV of the Original Agreement, "PAYMENTS",

The Total Amount payable to the Consultant is summarized as follows:

Original Agreement	\$15,200
Supplemental Agreement No.1	\$0.00
 Grand Total	 \$15,200

3. Article III, Section 3.3 of the Original Agreement, "Term", is amended to provide that. "The term of this Agreement shall commence upon issuance of notice to proceed and shall terminate at midnight December 31, 2013.

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

CITY OF MARYSVILLE

ECCOS DESIGN LLC

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

By: \_\_\_\_\_  
Its \_\_\_\_\_

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:

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

# *Index #9*

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

**CITY COUNCIL MEETING DATE: 9/23/2013**

AGENDA ITEM: Coordinated Prevention Grant Agreement with Department of Ecology	
PREPARED BY: Karen Latimer, Operations Manager DEPARTMENT: Public Works	DIRECTOR APPROVAL:
ATTACHMENTS: 1. Coordinated Prevention Grant Agreement.	
BUDGET CODE: 41015334.340319	AMOUNT: \$112,100.63

**SUMMARY:**

Staff is requesting authorization to accept a Coordinated Prevention Grant from State of Washington Department of Ecology. The grant will be used to support proposed Waste Reduction and Recycling Outreach Assistance and Education Program (WR&R Program) activities from July 2013 through June 2015.

The Coordinated Prevention Grant is a matching grant program that will pay up to 75% of the maximum eligible cost of \$112,100.63. The grant will reimburse the city for \$84,075.47 of the program expenses and the city will pay the remaining \$28,025.16. City matching funds for the 2013-2015 WR&R program will be paid from the Solid Waste Division operating budget.

A waste reduction and recycling services consulting firm will be hired to conduct education and outreach activities designed to increase recycling programs at businesses, multi-family properties and schools and increase public access to recycling at special events and strategic locations throughout the city. Planned program activities are:

- Continuation of business recycling pilot program
- Provide on-site assistance to multi-family property managers and owners
- Evaluate and expand school recycling programs
- Develop student based “green” teams to support school recycling programs
- Develop recycling program for special events
- Placement of recycling containers at strategic locations throughout downtown core
- Develop public/private sector sponsorship of downtown core recycling containers

<p><b>RECOMMENDED ACTION:</b> Staff recommends that Council Authorize the Mayor to sign Coordinated Prevention Grant Agreement No. G1400098 between the State of Washington Department of Ecology and City of Marysville.</p>
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DEPARTMENT OF  
**ECOLOGY**  
State of Washington

**COORDINATED PREVENTION GRANT (CPG) AGREEMENT**

**BETWEEN THE**

**STATE OF WASHINGTON DEPARTMENT OF ECOLOGY**

**AND**

**CITY OF MARYSVILLE**

**Grant No. G140098**

Washington State Department of Ecology  
 Grant No. G1400098  
 City of Marysville  
 Page 2 of 17

This is a binding agreement entered into by and between the State of Washington Department of Ecology, hereinafter referred to as the "DEPARTMENT" or as "ECOLOGY", and the City of Marysville, hereinafter referred to as the RECIPIENT, to carry out the activities described herein.

**JURISDICTION:** City of Marysville  
**MAILING ADDRESS:** 80 Columbia Avenue  
**CITY, STATE, ZIP:** Marysville, WA 98270

**RECIPIENT GRANT COORDINATOR:** Karen Latimer  
**TELEPHONE:** 360-363-8161  
**E-MAIL:** Klatimer@marysvillewa.gov

**RECIPIENT BILLING/INVOICE COORDINATOR:** Tonya Miranda  
**TELEPHONE:** 360-363-8122  
**E-MAIL:** tmiranda@marysvillewa.gov

**ECOLOGY FINANCIAL/PROJECT MANAGER:** Taisa Welhasch  
**TELEPHONE:** 425-649-7266  
**E-MAIL:** taisa.welhasch@ecy.wa.gov

**FUNDING SOURCE** Local Toxics Control Account  
**MAXIMUM ELIGIBLE COST** \$112,100.63  
**STATE GRANT SHARE** \$84,075.47  
**LOCAL SHARE** \$28,025.16  
**STATE MAXIMUM GRANT PERCENT** 75 %  
**FEDERAL TAX IDENTIFICATION NO.** 91-6001459

**EFFECTIVE DATE OF THE AGREEMENT:** 07-01-2013  
**EXPIRATION DATE OF THE AGREEMENT:** 06-30-2015

## **PART 1: SCOPE OF WORK**

The task(s) set forth below summarize the RECIPIENT'S activities to be performed under this agreement. Costs are limited to those approved by ECOLOGY as outlined in the current scope of work and budget. The RECIPIENT must complete all deliverables by the expiration date of this agreement, including delivery of purchases, unless otherwise stated in the scope of work or approved by ECOLOGY in writing.

Note: The term "task" as used in this agreement is interchangeable with the term "project" as used on the online Solid Waste Information Clearinghouse and "element" as used on payment request forms.

The "Maximum Eligible Cost" is the maximum amount of eligible costs incurred by a RECIPIENT that ECOLOGY can reimburse at a rate of 75 percent under this grant.

RECIPIENT shall identify the work plan and activities by "Quarter." A quarter is defined by calendar year and begins with the first three months of the grant period. The RECIPIENT may negotiate changes to the work plan with ECOLOGY's Financial/Project Manager. ECOLOGY shall document mutually agreed changes to the plan in writing.

Expenses relating to the collection and recycling of mercury containing lights shall be eligible for CPG reimbursement until such time that the Mercury Light Recycling program is fully implemented or the grant agreement expires, whichever is the earliest date.

### **CATEGORY: Waste Reduction and Recycling**

1. **TASK TITLE: Waste Reduction and Recycling Outreach Assistance and Education**  
**Task Coordinator** – Karen Latimer, 360-363-8161, Klatimer@marysvillewa.gov

**Maximum Eligible Task Cost:** \$112,100.63

**Task Description:** The RECIPIENT, in conjunction with a consultant, will provide waste reduction and recycling (WR&R) information and on-site assistance to businesses, multifamily (MF) properties and schools in the City of Marysville. The outreach materials (such as flyers, post cards and newsletters) and assistance will focus on increasing recycling efforts, highlighting proper recycling/disposal options for various moderate risk wastes as well as preventing contamination in the recycling and organics waste streams. The RECIPIENT will target 100 businesses, expecting 25 to start or expand WR&R programs. This effort is a continuation of a successful commercial pilot recycling program that began in November of 2012. The RECIPIENT will also provide assistance to the Marysville School District to evaluate and expand school recycling programs by developing student based green teams to support WR&R school programs. The RECIPIENT will target 100 multifamily properties, expecting 25 to start or expand their WR&R programs by providing on-site assistance to property managers for designing program elements such as container locations, decals, enclosure signage and tenant recycling education.

The RECIPIENT will also assist at city-sponsored public events, such as festivals and neighborhood events to ensure participants have access to recycling. The RECIPIENT may purchase up to 10 ClearStream containers and will develop a recycling container check-out

program. In addition, the RECIPIENT will purchase approximately 5-10 sidewalk recycling containers and will place them in strategic locations throughout the downtown core to increase public access to recycling. Recycling containers will be monitored and serviced through a public/private sector partnership of business sponsors and the city.

*Promotion specifically targeted to increasing the volume of offsite-composting of organics is not eligible during this grant cycle. However, materials or programs addressing contamination in food and yard waste carts or home/onsite composting is eligible.*

**Target Audience:** The target audience of this task includes city businesses, multifamily properties, schools and residents.

**Goal Statement:** The goal of this task is to, increase WR&R activities in city businesses and schools, to increase recycling participation in multifamily properties and to increase access to recycling at public events, festivals and throughout the downtown.

**Outcome Statement:** Over the two-year grant cycle, the RECIPIENT expects that 25 businesses will develop or expand WR&R programs diverting approximately 28 tons of recyclables. The RECIPIENT expects that 25 multifamily properties will develop or expand WR&R programs diverting approximately 28 tons of recyclables. Multifamily residents and property managers will be well informed of recycle and disposal options for a variety of materials. Downtown sidewalk recycling containers will divert up to 4.5 tons of recyclables and will connect residents and businesses to recycling. City festivals and public events will receive recycling design and setup assistance to divert approximately 1 ton of recyclables.

**Estimated outcomes produced with available budget:**

**Recycling/Reuse:** 61.5 tons

**Residential Contacts:** 130-150 from MF Sidewalk, Public & Festivals

**Residential Participants:** 40,000 from MF, Sidewalk, Public & Festival participation

**Business Contacts:** 100                      **Business Participants:** 25

**Work Plan, Deliverables and Timeline:**

<u>GRANT- YEAR 1</u>		<u>GRANT- YEAR 2</u>	
<b>Jul- Sep</b>	Meet & plan potential WR&R with schools.	<b>Jul- Sep</b>	Provide business pilot outreach & cart weights. Provide on-site assistance to schools and multifamily properties. Monitor & support sponsors of the downtown recycling containers program.

<b>Oct- Dec</b>	Identify target businesses, provide business pilot outreach & cart weights, mailings to businesses. Provide on-site assistance to schools and multifamily properties. Develop sidewalk container plan, recruit business sponsors, research containers. Identify MF targets.	<b>Oct- Dec</b>	Provide business pilot outreach & cart weights. Provide on-site assistance to schools and multifamily properties. Monitor & support sponsors of the downtown recycling containers program.
<b>Jan-Mar</b>	Purchase recycling containers for sidewalks. Provide business pilot outreach & cart weights. Provide on-site assistance to schools and multifamily properties.	<b>Jan-Mar</b>	Provide business pilot outreach & cart weights. Provide on-site assistance to schools and multifamily properties. Monitor & support sponsors of the downtown recycling containers program.
<b>Apr -Jun</b>	Place recycling containers on sidewalks (Earth Day possible time). Provide business pilot outreach & cart weights. Provide on-site assistance to schools and multifamily properties. Purchase Clearstreams if needed.	<b>Apr -Jun</b>	Provide business pilot outreach & cart weights. Provide on-site assistance to schools and multifamily properties. Complete final program reporting.

**Method of Evaluation:** The RECIPIENT will track and report quarterly on the number of new programs started or expanded, number of participants involved, number of users of the recycling container check out program and the tonnage of recyclables collected. Additionally, change of behavior in terms of increased participation and/or less contamination in recycling will be monitored and recorded for evaluation.

**PART 2: BUDGET**

<b>Budget Information by CATEGORY/TASK</b>	<b>Maximum Eligible Cost</b>	<b>State Grant Share</b>
<b>CATEGORY: Waste Reduction and Recycling</b>	<b>\$ 112,100.63</b>	<b>\$ 84,075.47</b>
1. Waste Reduction and Recycling Outreach Assistance and Education	\$ 112,100.63	\$ 84,075.47

<b>TOTAL GRANT BUDGET</b>	
TOTAL MAXIMUM ELIGIBLE COST	<b>\$ 112,100.63</b>
STATE GRANT SHARE (75%)	<b>\$ 84,075.47</b>
LOCAL CASH MATCH (25%)	<b>\$ 28,025.16</b>
INTERLOCAL COSTS (0 %)	<b>\$ - 0 -</b>

**PART 3: BUDGET CONDITIONS**

- A. ECOLOGY requires the RECIPIENT to provide a match of 25 percent of the maximum eligible cost with cash or interlocal costs. Interlocal costs are the only type of in-kind contributions the RECIPIENT may use as match.
- B. If parties are contributing to the local share of task costs (match) through interlocal-in kind contributions, the RECIPIENT shall negotiate a memorandum of understanding or other written agreement confirming the contribution between the parties. These agreements shall specify the exact work to be accomplished and be signed by all parties contributing to the local match of this task. Copies of these agreements shall be made part of the RECIPIENT’S grant file and submitted to ECOLOGY.
- C. Overhead is eligible at a rate up to 25 percent of staff salaries and benefits for actual time spent on tasks outlined in this agreement. Salaries and benefits to administer the grant agreement are eligible (excluding time spent to write a CPG grant application).
- D. RECIPIENT must submit a written request to ECOLOGY to amend budgets between grant tasks, to modify a scope of work, or for a budget increase or decrease. To increase or decrease the agreement’s total maximum eligible cost or change the scope of work for any tasks as outlined in this grant agreement, ECOLOGY requires a formal amendment.
- E. RECIPIENT must provide ECOLOGY with an updated Spending Plan when requested by ECOLOGY.
- F. Any work performed or costs incurred prior to the effective date or after the expiration date of this agreement will be at the sole expense of the RECIPIENT.

**PART 4: SPECIAL TERMS AND CONDITIONS**

**A. BILLING**

- 1. Unless otherwise approved in writing by ECOLOGY, the RECIPIENT shall submit a payment request to ECOLOGY at least quarterly (by calendar year), but no more often than once per month.

2. RECIPIENT must submit payment requests on approved State Invoice Voucher forms: A19-1A, B1/B2, C1/C2. Until there is a change in agency policy, the recipient must submit an A19-1A with an original signature in blue ink, signed by an authorized person. The B2 and C2 forms are acceptable in electronic format. The RECIPIENT must also include all backup documentation to support costs itemized on Form C1/C2. The budget is organized by task and therefore, the RECIPIENT shall itemize costs by task on Form C1/C2 and Form B1/B2. Forms B1 and C1 are used only when interlocal costs are used towards the 25% match.
3. Any income directly generated as a result of the activities funded by this grant shall be reported as a credit against the expenses of that activity, as defined by ECOLOGY'S *Administrative Requirements for Recipients of Ecology Grants and Loans*, Ecology Publication #91-18.
4. RECIPIENT shall submit supporting documents with each payment request. This includes copies of invoices, purchase receipts, payroll records, time and attendance records, grant award documents, and any document deemed relevant by ECOLOGY to establish the approval of an expense listed on Form C1/C2. Documentation shall be clear and legible and organized by task in the order in which it is itemized on Form C1/C2.
5. RECIPIENT shall maintain grant related material and supporting documents including invoice vouchers sent to ECOLOGY in a common file. The RECIPIENT shall keep all supporting documents for audit purposes for at least three years from the date the agreement is closed by ECOLOGY.

## **B. REPORTING**

1. Progress reports and Final Performance Analyses must be submitted through the web-based database, the Solid Waste Information Clearinghouse. The RECIPIENT must submit a progress report with each payment request. If a quarterly payment request is not submitted, the RECIPIENT is still required to submit a progress report for that quarter. These reports shall include information that supports incurred costs identified on the corresponding C1 or C2 of the payment request, and provide a brief update in support of the outcomes and or method of evaluation in the grant agreement.
  - a) A Final Performance Analysis (FPA) report must be submitted for each task in a *Planning and Implementation* grant before ECOLOGY can process a final payment request.

## **C. COMPENSATION**

Payment to RECIPIENT will be issued through Washington State's Department of Enterprise Services (DES). DES maintains a central vendor file for Washington state agency use to process vendor payments. This allows vendors to receive payments from all participating state agencies. RECIPIENTS must register as a state-wide vendor (SWV) by submitting a state-wide vendor registration form and an IRS W-9 form [http://www.ofm.wa.gov/isd/vendors/payee\\_registration.doc](http://www.ofm.wa.gov/isd/vendors/payee_registration.doc) to DES. If you have questions about the vendor registration process you can contact DES at the Payee Help Desk at (360) 664-7779 or email to [payeehelpdesk@ofm.wa.gov](mailto:payeehelpdesk@ofm.wa.gov).

#### **D. TRAINING**

RECIPIENT is expected to participate in any ECOLOGY recommended trainings related to managing a CPG agreement when feasible unless exempted by ECOLOGY in writing.

#### **E. PROCUREMENT AND CONTRACTS**

1. RECIPIENT must follow local procurement procedures or current state procurement procedures, whichever is stricter. A RECIPIENT with no formal procurement procedures must certify that they have complied with the "Standards for Competitive Solicitation" found in Part V of the *Administrative Requirements for Recipients of Ecology Grants and Loans – Yellow Book*, Ecology Publication #91-18.
2. Upon issuance, the RECIPIENT may submit a copy of all requests for qualifications (RFQs), requests for proposals (RFPs), and bid documents relating to this grant agreement to ECOLOGY'S Financial/Project Manager to be placed in the file.
3. Prior to contract execution, the RECIPIENT may submit all draft documents and a copy of the draft proposed contract to ECOLOGY'S Financial/Project Manager for review. The RECIPIENT assumes any risks associated with the failure to consult with the regional Financial/Project Manager. Following the contract execution, the RECIPIENT shall submit a copy of the final contract to ECOLOGY's assigned Financial/Project Manager to be placed in the file.
4. Unless a specific purchase of equipment or real property is already written into a task's scope of work, the RECIPIENT must submit a written request to ECOLOGY to purchase any equipment or real property (Property) with a single unit purchase price of \$5,000 or more. The request must include the justification for the purchase of the property, the total cost, the intended use, and the anticipated useful life of the property. The request must be approved in writing by ECOLOGY prior to the purchase.

#### **F. USE OF EXISTING CONTRACTS**

RECIPIENT may use existing contracts that conform to local adopted procurement procedures and applicable state laws. The RECIPIENT shall notify ECOLOGY if intending to use contracts entered into prior to the execution of the grant agreement for performance of grant-funded activities. The RECIPIENT shall submit a copy of the contract to its assigned ECOLOGY financial/project manager to be placed in the file. The grant eligibility of products or services secured by the RECIPIENT under existing contracts used to perform the scope of work in this agreement must be deemed allowable and reasonable by ECOLOGY prior to cost reimbursement.

#### **G. PROPERTY AND EQUIPMENT MANAGEMENT AND DISPOSITION**

For equipment or property purchased with a cost of at least \$5,000 per unit or functional system, the RECIPIENT must utilize an inventory control system, including physical inventory to document the ongoing use, a description of the item (including serial or vehicle identification number (VIN when possible) and location. The information shall be submitted to ECOLOGY upon request until final disposition is made. The RECIPIENT shall investigate, document, and report to ECOLOGY any loss, theft or damage upon discovery of such conditions. The RECIPIENT will follow manufacturer recommended maintenance procedures to keep the property in good operating condition.

RECIPIENT shall submit a written request to the ECOLOGY for any intent to change the use of the equipment as outlined in this grant agreement, including uses past the expiration date of this agreement. Disposition of the equipment shall be determined by ECOLOGY and documented in writing. A copy of the determination will be provided to the RECIPIENT upon ECOLOGY's closure of the grant agreement unless already identified in the task's scope of work.

- If the equipment is necessary for the continued operation of the project or other projects administered through ECOLOGY, the Financial/Project Manager may instruct the recipient to retain the equipment with no further compensation to ECOLOGY.
- If the project has no further significant use for the equipment, the Financial/Project Manager may instruct the recipient to retain or sell the equipment and pay ECOLOGY an amount equal to ECOLOGY's share of the current fair market value, sale proceeds or other price agreed upon by the Financial/Project Manager.
- The Financial/Project Manager may instruct the recipient to transfer title to ECOLOGY or to a third party named by ECOLOGY who is eligible under existing statutes.

#### **H. ALL WRITINGS CONTAINED HEREIN**

This agreement, including the appended "General Terms and Conditions," current cycle Program Guidelines – Coordinated Prevention Grants found at <https://fortress.wa.gov/ecy/publications/summarypages/1107008.html>, and ECOLOGY'S *Administrative Requirements for Recipients of Ecology Grants and Loans*, Ecology Publication #91-18, contain the entire understanding between the parties, and there are no other understandings or representations except as those set forth or incorporated by reference herein. No subsequent modification(s) or amendment(s) of this grant agreement shall be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made part of this agreement.

#### **I. ARCHEOLOGICAL AND CULTURAL RESOURCES**

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to the archeological or cultural resources. RECIPIENT shall immediately cease work and notify ECOLOGY if any archeological or cultural resources are found while conducting work under this agreement. In the event that historical or cultural artifacts are discovered at the project site, the RECIPIENT shall also notify the state historic preservation officer at the Department of Archaeology and Historic Preservation at (360) 586-3065. Applicability of the National Historic Preservation Act (NHPA) may require the RECIPIENT to obtain a permit pursuant to Chapter 27.53 RCW prior to conducting on-site activity with the potential to impact historic properties (such as invasive sampling, dredging, or cleanup actions).



## **APPENDIX A**

### **PART 5: GENERAL TERMS AND CONDITIONS**

#### **Pertaining to Grant and Loan Agreements of the Department of Ecology, SS-010 Rev. 04/04**

##### **A. RECIPIENT PERFORMANCE**

All activities for which grant/loan funds are to be used shall be accomplished by the RECIPIENT and RECIPIENT's employees. The RECIPIENT shall only use contractor/consultant assistance if that has been included in the agreement's final scope of work and budget.

##### **B. SUBGRANTEE/CONTRACTOR COMPLIANCE**

The RECIPIENT must ensure that all subgrantees and contractors comply with the terms and conditions of this agreement.

##### **C. THIRD PARTY BENEFICIARY**

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

##### **D. CONTRACTING FOR SERVICES (BIDDING)**

Contracts for construction, purchase of equipment and professional architectural and engineering services shall be awarded through a competitive process, if required by State law. RECIPIENT shall retain copies of all bids received and contracts awarded, for inspection and use by the DEPARTMENT.

##### **E. ASSIGNMENTS**

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

##### **F. COMPLIANCE WITH ALL LAWS**

1. RECIPIENT shall comply fully with all applicable Federal, State and local laws, orders, regulations and permits.

Prior to commencement of any construction, the RECIPIENT shall secure the necessary approvals and permits required by authorities having jurisdiction over the project, provide assurance to the DEPARTMENT that all approvals and permits have been secured, and make copies available to the DEPARTMENT upon request.

2. Discrimination. The DEPARTMENT and the RECIPIENT agree to be bound by all Federal and State laws, regulations, and policies against discrimination. The RECIPIENT further agrees to affirmatively support the program of the Office of Minority and Women's Business Enterprises to the maximum extent possible. If the agreement is federally-funded, the RECIPIENT shall report

to the DEPARTMENT the percent of grant/loan funds available to women or minority owned businesses.

3. Wages and Job Safety. The RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
4. Industrial Insurance. The RECIPIENT certifies full compliance with all applicable state industrial insurance requirements. If the RECIPIENT fails to comply with such laws, the DEPARTMENT shall have the right to immediately terminate this agreement for cause as provided in Section K.1, herein.

#### **G. KICKBACKS**

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

#### **H. AUDITS AND INSPECTIONS**

1. RECIPIENT shall maintain complete program and financial records relating to this agreement. Such records shall clearly indicate total receipts and expenditures by fund source and task or object.

All grant/loan records shall be kept in a manner which provides an audit trail for all expenditures. All records shall be kept in a common file to facilitate audits and inspections.

Engineering documentation and field inspection reports of all construction work accomplished under this agreement shall be maintained by the RECIPIENT.

2. All grant/loan records shall be open for audit or inspection by the DEPARTMENT or by any duly authorized audit representative of the State of Washington for a period of at least three years after the final grant payment/loan repayment or any dispute resolution hereunder. If any such audits identify discrepancies in the financial records, the RECIPIENT shall provide clarification and/or make adjustments accordingly.
3. All work performed under this agreement and any equipment purchased, shall be made available to the DEPARTMENT and to any authorized state, federal or local representative for inspection at any time during the course of this agreement and for at least three years following grant/loan termination or dispute resolution hereunder.
4. RECIPIENT shall meet the provisions in OMB Circular A-133 (Audits of States, Local Governments & Non Profit Organizations), including the compliance Supplement to OMB Circular A-133, if the RECIPIENT expends \$500,000 or more in a year in Federal funds. The \$500,000 threshold for each year is a cumulative total of all federal funding from all sources. The RECIPIENT must forward a copy of the audit along with the RECIPIENT'S response and the final corrective action plan to the DEPARTMENT within ninety (90) days of the date of the audit report.

## **I. PERFORMANCE REPORTING**

RECIPIENT shall submit progress reports to the DEPARTMENT with each payment request or such other schedule as set forth in the Special Conditions. The RECIPIENT shall also report in writing to the DEPARTMENT any problems, delays or adverse conditions which will materially affect their ability to meet project objectives or time schedules. This disclosure shall be accompanied by a statement of the action taken or proposed and any assistance needed from the DEPARTMENT to resolve the situation. Payments may be withheld if required progress reports are not submitted.

Quarterly reports shall cover the periods January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be due within thirty (30) days following the end of the quarter being reported.

## **J. COMPENSATION**

1. Method of compensation. Payment shall normally be made on a reimbursable basis as specified in the grant agreement and no more often than once per month. Each request for payment will be submitted by the RECIPIENT on State voucher request forms provided by the DEPARTMENT along with documentation of the expenses. Payments shall be made for each task/phase of the project, or portion thereof, as set out in the Scope of Work when completed by the RECIPIENT and approved as satisfactory by the Project Officer.

The payment request form and supportive documents must itemize all allowable costs by major elements as described in the Scope of Work. Instructions for submitting the payment requests are found in "Administrative Requirements for Recipients of Ecology Grants and Loans", part IV, published by the DEPARTMENT. A copy of this document shall be furnished to the RECIPIENT. When payment requests are approved by the DEPARTMENT, payments will be made to the mutually agreed upon designee.

Payment requests shall be submitted to the DEPARTMENT and directed to the Project Officer assigned to administer this agreement.

2. Period of Compensation. Payments shall only be made for actions of the RECIPIENT pursuant to the grant/loan agreement and performed after the effective date and prior to the expiration date of this agreement, unless those dates are specifically modified in writing as provided herein.
3. Final Request(s) for Payment. The RECIPIENT should submit final requests for compensation within forty-five (45) days after the expiration date of this agreement and within fifteen (15) days after the end of a fiscal biennium. Failure to comply may result in delayed reimbursement.
4. Performance Guarantee. The DEPARTMENT may withhold an amount not to exceed ten percent (10%) of each reimbursement payment as security for the RECIPIENT's performance. Monies withheld by the DEPARTMENT may be paid to the RECIPIENT when the project(s) described herein, or a portion thereof, have been completed if, in the DEPARTMENT's sole discretion, such payment is reasonable and approved according to this agreement and, as appropriate, upon completion of an audit as specified under section J.6 herein.
5. Unauthorized Expenditures. All payments to the RECIPIENT may be subject to final audit by the DEPARTMENT and any unauthorized expenditure(s) charged to this grant/loan shall be refunded to the DEPARTMENT by the RECIPIENT.

6. Mileage and Per Diem. If mileage and per diem are paid to the employees of the RECIPIENT or other public entities, it shall not exceed the amount allowed under state law for state employees.
7. Overhead Costs. No reimbursement for overhead costs shall be allowed unless provided for in the Scope of Work hereunder.

## **K. TERMINATION**

1. For Cause. The obligation of the DEPARTMENT to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of the DEPARTMENT, to perform any obligation required of it by this agreement, the DEPARTMENT may refuse to pay any further funds thereunder and/or terminate this agreement by giving written notice of termination.

A written notice of termination shall be given at least five working days prior to the effective date of termination. In that event, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT under this agreement, at the option of the DEPARTMENT, shall become Department property and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

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

2. Insufficient Funds. The obligation of the DEPARTMENT to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. When this agreement crosses over state fiscal years the obligation of the DEPARTMENT is contingent upon the appropriation of funds during the next fiscal year. The failure to appropriate or allot such funds shall be good cause to terminate this agreement as provided in paragraph K.1 above.

When this agreement crosses the RECIPIENT's fiscal year, the obligation of the RECIPIENT to continue or complete the project described herein shall be contingent upon appropriation of funds by the RECIPIENT's governing body; provided, however, that nothing contained herein shall preclude the DEPARTMENT from demanding repayment of ALL funds paid to the RECIPIENT in accordance with Section O herein.

3. Failure to Commence Work. In the event the RECIPIENT fails to commence work on the project funded herein within four months after the effective date of this agreement, or by any date mutually agreed upon in writing for commencement of work, the DEPARTMENT reserves the right to terminate this agreement.

## **L. WAIVER**

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

## M. PROPERTY RIGHTS

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

Where federal funding is involved, the federal government may have a proprietary interest in patent rights to any inventions that are developed by the RECIPIENT as provided in 35 U.S.C. 200-212.

2. Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish information of the DEPARTMENT; present papers, lectures, or seminars involving information supplied by the DEPARTMENT; use logos, reports, maps or other data, in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to the DEPARTMENT.
3. Tangible Property Rights. The DEPARTMENT's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans", Part V, shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by the DEPARTMENT in the absence of state, federal statute(s), regulation(s), or policy(s) to the contrary or upon specific instructions with respect thereto in the Scope of Work.
4. Personal Property Furnished by the DEPARTMENT. When the DEPARTMENT provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to the DEPARTMENT prior to final payment by the DEPARTMENT. If said property is lost, stolen or damaged while in the RECIPIENT's possession, the DEPARTMENT shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
5. Acquisition Projects. The following provisions shall apply if the project covered by this agreement includes funds for the acquisition of land or facilities:
  - a. Prior to disbursement of funds provided for in this agreement, the RECIPIENT shall establish that the cost of land/or facilities is fair and reasonable.
  - b. The RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses contemplated by this agreement.
6. Conversions. Regardless of the contract termination date shown on the cover sheet, the RECIPIENT shall not at any time convert any equipment, property or facility acquired or developed pursuant to this agreement to uses other than those for which assistance was originally approved without prior written approval of the DEPARTMENT. Such approval may be conditioned upon payment to the DEPARTMENT of that portion of the proceeds of the sale, lease or other conversion or encumbrance which monies granted pursuant to this agreement bear to the total acquisition, purchase or construction costs of such property.

## **N. SUSTAINABLE PRODUCTS**

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is encouraged to implement sustainable practices where and when possible. These practices include use of clean energy, and purchase and use of sustainably produced products (e.g. recycled paper). For more information, see [www.ecy.wa.gov/sustainability](http://www.ecy.wa.gov/sustainability).

## **O. RECOVERY OF PAYMENTS TO RECIPIENT**

The right of the RECIPIENT to retain monies paid to it as reimbursement payments is contingent upon satisfactory performance of this agreement including the satisfactory completion of the project described in the Scope of Work. In the event the RECIPIENT fails, for any reason, to perform obligations required of it by this agreement, the RECIPIENT may, at the DEPARTMENT'S sole discretion, be required to repay to the DEPARTMENT all grant/loan funds disbursed to the RECIPIENT for those parts of the project that are rendered worthless in the opinion of the DEPARTMENT by such failure to perform.

Interest shall accrue at the rate of twelve percent (12%) per year from the time the DEPARTMENT demands repayment of funds. If payments have been discontinued by the DEPARTMENT due to insufficient funds as in Section K.2 above, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination. Any property acquired under this agreement, at the option of the DEPARTMENT, may become the DEPARTMENT'S property and the RECIPIENT'S liability to repay monies shall be reduced by an amount reflecting the fair value of such property.

## **P. PROJECT APPROVAL**

The extent and character of all work and services to be performed under this agreement by the RECIPIENT shall be subject to the review and approval of the DEPARTMENT through the Project Officer or other designated official to whom the RECIPIENT shall report and be responsible. In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the Project Officer or other designated official as to the extent and character of the work to be done shall govern. The RECIPIENT shall have the right to appeal decisions as provided for below.

## **Q. DISPUTES**

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which is not disposed of in writing shall be decided by the Project Officer or other designated official who shall provide a written statement of decision to the RECIPIENT. The decision of the Project Officer or other designated official shall be final and conclusive unless, within thirty days from the date of receipt of such statement, the RECIPIENT mails or otherwise furnishes to the Director of the DEPARTMENT a written appeal.

In connection with appeal of any proceeding under this clause, the RECIPIENT shall have the opportunity to be heard and to offer evidence in support of this appeal. The decision of the Director or duly authorized representative for the determination of such appeals shall be final and conclusive. Appeals from the Director's determination shall be brought in the Superior Court of Thurston County. Review of the decision of the Director will not be sought before either the Pollution Control Hearings Board or the Shoreline Hearings Board. Pending final decision of dispute hereunder, the RECIPIENT

shall proceed diligently with the performance of this agreement and in accordance with the decision rendered.

#### **R. CONFLICT OF INTEREST**

No officer, member, agent, or employee of either party to this agreement who exercises any function or responsibility in the review, approval, or carrying out of this agreement, shall participate in any decision which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is, directly or indirectly interested; nor shall he/she have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

#### **S. INDEMNIFICATION**

1. The DEPARTMENT shall in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.
2. To the extent that the Constitution and laws of the State of Washington permit, each party shall indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this agreement.

#### **T. GOVERNING LAW**

This agreement shall be governed by the laws of the State of Washington.

#### **U. SEVERABILITY**

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

#### **V. PRECEDENCE**

In the event of inconsistency in this agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable Federal and State statutes and regulations; (b) Scope of Work; (c) Special Terms and Conditions; (d) Any terms incorporated herein by reference including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (e) the General Terms and Conditions.

# *Index #10*

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

**CITY COUNCIL MEETING DATE: 9/23/2013**

AGENDA ITEM: Professional Services Agreement with Blue Marble Environmental LLC	
PREPARED BY: Karen Latimer, Operations Manager DEPARTMENT: Public Works	DIRECTOR APPROVAL:
ATTACHMENTS: 1. Professional Services Agreement.	
BUDGET CODE: 41046290.541000	AMOUNT: \$102,100.63

**SUMMARY:**

Staff is requesting authorization to enter into a two year Professional Services Agreement with Blue Marble Environmental LLC to conduct education and outreach activities for the city's 2013-2015 Waste Reduction and Recycling Outreach Assistance and Education Program (WR&R Program).

Blue Marble Environmental LLC will conduct education and outreach activities designed to increase recycling programs at businesses, multi-family properties and schools and increase public access to recycling at special events and strategic locations throughout the city. Planned program activities are:

- Continuation of business recycling pilot program
- Provide on-site assistance to multi-family property managers and owners
- Evaluate and expand school recycling programs
- Develop student based "green" teams to support school recycling programs
- Develop recycling program for special events
- Placement of recycling containers at strategic locations throughout downtown core
- Develop public/private sector sponsorship of downtown core recycling containers

City staff applied for and received a Department of Ecology Coordinated Prevention Grant in the amount of \$112,100.63 to support the WR&R Program. The grant will reimburse the city for \$84,075.47 of the program expenses and the city will pay the remaining \$28,025.16. Most of the grant will be used to support education and outreach activities and the balance will be used to purchase recycling containers for use at special events and placement at strategic locations throughout the city. City matching funds for the 2013-2015 WR&R program will be paid from the Solid Waste Division operating budget.

<p><b>RECOMMENDED ACTION:</b> Staff recommends that Council Authorize the Mayor to sign a Professional Services Agreement between the City of Marysville and Blue Marble Environmental LLC in the amount of \$102,100.63.</p>
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**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF MARYSVILLE  
AND BLUE MARBLE ENVIRONMENTAL LLC  
FOR CONSULTANT SERVICES**

**THIS AGREEMENT** (“Agreement”) is made and entered into by and between the City of Marysville, a Washington State municipal corporation (“City”), and Blue Marble Environmental LLC, a Washington LLC (“Consultant”).

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

**ARTICLE I. PURPOSE**

The purpose of this Agreement is to provide the City with consultant services to **increase waste reduction and recycling programs at businesses, multi-family properties and schools and increase public access to recycling at special events and at strategic locations throughout the city** as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

**ARTICLE II. SCOPE OF SERVICES**

The Scope of Services is attached hereto as **Exhibit “A”** and incorporated herein by this reference (“Scope of Services”). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant’s profession.

**ARTICLE III. OBLIGATIONS OF THE CONSULTANT**

**III.1 MINOR CHANGES IN SCOPE.** The Consultant shall accept minor changes, amendments, or revision in the detail of the Scope of Services as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

**Extra Work.** The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Consultant at

no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

**III.2 WORK PRODUCT AND DOCUMENTS.** The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

In the event that the Consultant shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work as of the date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the City.

Consultant will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

**III.3 TERM.** The term of this Agreement shall commence on September 1, 2013 and shall terminate at midnight, June 30, 2015. The parties may extend the term of this Agreement by written mutual agreement.

**III.4 NONASSIGNABLE.** The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

**III.5 EMPLOYMENT.** Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

**III.6 INDEMNITY.** Indemnification/Hold Harmless Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further

specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

### III.7 INSURANCE.

a. **Minimum Limits of Insurance.** The Consultant shall procure, and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work and services hereunder by the Consultant, its agents, representatives, employees or subcontractors. The Consultant shall, before commencing work under this agreement, file with the City certificates of insurance coverage and the policy endorsement to be kept in force continuously during this Agreement, in a form acceptable to the City. Said certificates and policy endorsement shall name the City, its officers, elected officials, agents and/or employees as an additional named insured with respect to all coverages except professional liability insurance and workers' compensation. The minimum insurance requirements shall be as follows:

(1) Comprehensive General Liability. \$1,000,000 combined single limit per occurrence for bodily injury personal injury and property damage; \$2,000,000 general aggregate.

(2) Automobile Liability. \$300,000 combined single limit per accident for bodily injury and property damage.

(3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.

(4) Consultant's Errors and Omissions Liability. \$1,000,000 per occurrence and as an annual aggregate.

b. **Notice of Cancellation.** In the event that the Consultant receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Consultant shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the City.

c. **Acceptability of Insurers.** Insurance to be provided by Consultant shall be with a Bests rating of no less than A:VII, or if not rated by Bests, with minimum surpluses the equivalent of Bests' VII rating.

d. **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

e. **Insurance shall be Primary.** The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

f. **No Limitation.** Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance or otherwise limit the recourse to any remedy available at law or in equity.

g. **Claims-made Basis.** Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy.

**III.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION.** The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

**III.9 UNFAIR EMPLOYMENT PRACTICES.** During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

**III.10 LEGAL RELATIONS.** The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Snohomish County Superior Court.

**III.11 INDEPENDENT CONTRACTOR.**

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

d. Prior to commencement of work, the Consultant shall obtain a business license from the City.

**III.12 CONFLICTS OF INTEREST.** The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

**III.13 CITY CONFIDENCES.** The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

**III.14 SUBCONTRACTORS/SUBCONSULTANTS.**

a. The Consultant shall is responsible for all work performed by subcontractors/subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will use the following Subcontractors/Subconsultants :

Donna Gleisner

Vicki Von Stubbe

c. The Consultant may not substitute or add subcontractors/subconsultants without the written approval of the City.

d. All Subcontractors/Subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

#### **ARTICLE IV. OBLIGATIONS OF THE CITY**

##### **IV.1 PAYMENTS.**

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed \$102,100.63 without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

b. The Consultant shall submit a monthly invoice to the City for services performed in the previous calendar month in a format acceptable to the Cities. The Consultant shall maintain time and expense records and provide them to the Cities upon request.

c. The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

**IV.2 CITY APPROVAL.** Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and City requirements.

**IV.3 MAINTENANCE/INSPECTION OF RECORDS.** The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All

such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

## **ARTICLE V. GENERAL**

V.1 **NOTICES.** Notices to the City shall be sent to the following address:

**CITY OF MARYSVILLE**  
**ATTN: Karen Latimer**  
**80 Columbia Avenue**  
**Marysville, WA 98270**

Notices to the Consultant shall be sent to the following address:

**BLUE MARBLE ENVIRONMENTAL LLC**  
**ATTN: Jack Harris**  
**5419 Greenwood Avenue North**  
**Seattle, WA 98103**

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

V.2 **TERMINATION.** The right is reserved by the City to terminate this Agreement in whole or in part at any time upon ten (10) calendar days' written notice to the Consultant.

If this Agreement is terminated in its entirety by the City for its convenience, the City shall pay the Consultant for satisfactory services performed through the date of termination in accordance with payment provisions of Section VI.1.

V.3 **DISPUTES.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

V.4 **EXTENT OF AGREEMENT/MODIFICATION.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties

and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

#### **V.5 SEVERABILITY**

a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

**V.6 NONWAIVER.** A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

**V.7 FAIR MEANING.** The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

**V.8 GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

**V.9 VENUE.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

**V.10 COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

**V.11 AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT.** The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

CITY OF MARYSVILLE

BLUE MARBLE ENVIRONMENTAL  
LLC

By \_\_\_\_\_  
Jon Nehring, Mayor

By \_\_\_\_\_  
Jack Harris, President

Approved as to form:

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

## EXHIBIT A SCOPE OF WORK

### Waste Reduction & Recycling Outreach Assistance and Education Program

This scope of services identifies work to be performed by Blue Marble Environmental LLC for the City of Marysville in 2013, 2014 and 2015. Blue Marble Environmental LLC will assist the City of Marysville in conducting waste reduction & recycling education and outreach assistance activities with businesses, multi-family properties, schools and the public. Program activities will include:

- ❑ Provide waste reduction & recycling (WR&R) information and assistance to businesses in the City of Marysville. Target 100 businesses, expecting 25 to start or expand WR&R programs.
- ❑ Provide WR&R information and assistance to multifamily properties in the City of Marysville. Target 100 multifamily properties, expecting 25 to start new or expand current WR&R programs.
- ❑ Provide WR&R assistance to the Marysville School District supporting and expanding school WR&R programs, student education of recycling, and the development of student WR&R focused *GREEN TEAMS*.
- ❑ Provide recycling assistance at city sponsored public events and festivals to insure participants have access to recycling. Develop a recycling container check-out program to support recycling at block parties, neighborhood and community events and special occasions.
- ❑ Assist the City of Marysville in purchasing permanent sidewalk recycling containers to increase public access to recycling. Provide assistance with container placement, local business recycling container sponsorship, and program monitoring and oversight.
- ❑ Coordinate with city, county, recycling service providers, and environmental agencies as necessary to provide WR&R assistance to businesses, multifamily properties and the public.
- ❑ Develop educational and promotional materials to support and expand WR&R program activities in City of Marysville business and multifamily communities and the general public.
- ❑ Provide follow-up assistance as necessary through site visits and telephone and email correspondence to ensure successful WR&R program implementation.

- Track and report quarterly the number of new WR&R programs started or expanded, participants involved, tonnage of recyclables collected, and program outreach & follow-up contacts/visits provided.

### Funding

Program goals and activities are linked to a Department of Ecology Coordinated Prevention Grant which will provide \$84,075.47 as 75% funding for this project. With a 25% required funding match of \$28,025.16 from the City, the total project cost for this scope of services is \$112,100.63

### Outcome Statement

New WR&R programs will be developed in 25% of targeted businesses and multifamily properties. Assistance will be offered to the Marysville School District developing and expanding WR&R programs and student education and involvement in recycling. Coordination of recycling programs will occur to provide greater public access to and awareness of recycling - to include a recycling container check-out program, a sidewalk recycling container program, and support to recycling at public events and festivals. Resulting recycling tonnage collected is estimated at 3.9 tons/month from new business, multifamily and public recycling containers, and 1 to 2 tons per year from public events, festivals and recycling containers used at community events.

### Work Plan, Deliverables, and Activities Timeline

Quarter	Activity
Q3-13	Identify business & multifamily WR&R targets. Meet with Marysville School District to discuss WR&R programs.
Q4-13	Assist Schools with WR&R programs. Conduct recycle cart weighing of pilot program. Research sidewalk public recycling containers & identify container locations and business sponsorship recruitment plan. WR&R assistance to business and multifamily targets.
Q1-14	Assist City with purchase of sidewalk recycling containers. WR&R assistance to businesses, multifamily & schools. Develop recycling container checkout program.
Q2-14	Sidewalk recycling containers placed in April for possible Earth Day convergence. WR&R assistance to businesses, multifamily & schools.

- Q3-14 WR&R assistance to businesses and multifamily properties. Recycling support to public events & festivals. Monitor and support public recycling programs.
- Q4-14 WR&R assistance to businesses, multifamily properties and schools. Monitor and support public recycling programs.
- Q1-15 WR&R assistance to businesses, multifamily properties and schools. Monitor and support public recycling programs.
- Q2-15 WR&R assistance to businesses, multifamily properties and schools. Monitor and support public recycling programs. Program reporting and analysis.

#### Payment

Billable hourly rate for Blue Marble Environmental LLC is \$90.

Mileage to be paid at current standard rate established by the Internal Revenue Service (IRS).

# *Index #11*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: September 24, 2012**

AGENDA ITEM: Hotel Motel Committee Recommendation	AGENDA SECTION: Mayor's Business	
PREPARED BY: Gloria Hirashima, Chief Administrative Officer	AGENDA NUMBER:	
ATTACHMENTS:	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

The Hotel/Motel Committee is required to be appointed annually by Council:

Councilmember Kamille Norton has already been appointed to serve as committee chairperson representing the City.

The following members require Council reappointment:

LAST NAME	FIRST NAME	COMPANY
Caveny	Jennifer	Holiday Inn Express
Kapua	Carol	Maryfest, Inc
Kirkland	Mary	Downtown Merchants Assoc
Lee	Mr.	Village Motor Inn
Rogers	Caldie	The Greater Marysville Tulalip Chamber of Commerce

RECOMMENDED ACTION: Approve Mayor's recommendations for 2013-14 Hotel/Motel Committee.
COUNCIL ACTION: