

Call to Order

Pledge of Allegiance

Roll Call

Approval of the Agenda

Committee Reports

Presentations

Discussion Items

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

1. Consider the January 3, 2017 City Council Work Session Minutes
2. Consider the January 9, 2017 City Council Meeting Minutes

Consent

3. Consider the January 20, 2017 Payroll in the Amount \$1,345,339.82; Paid by EFT Transactions and Check Numbers 30502 through 30533
4. Consider the January 25, 2017 Claims in the Amount of \$665,869.39; Paid by EFT Transactions and Check Numbers 114072 through 114267 with No Checks Voided

Review Bids

Public Hearings

New Business

5. Consider the Professional Services Agreement with Berger ABAM, Inc. for the First Street Bypass Project
6. Consider Amendment No. 1 to Interlocal Cooperation Agreement for the Use of a Mobile Communications Vehicle with Snohomish County
7. Consider the Snohomish County Human Services Department Grant in the Amount of \$15,000.00
8. Consider the Professional Services Agreement between the City of Marysville and K2 Data Systems, Inc. in the amount of \$49,500.00 for SCADA Support Services

Marysville City Council Work Session**February 6, 2017****7:00 p.m.****City Hall**

9. Consider the Interlocal Agreement with the Marysville School District related to the District's use of Automated School Bus Safety Cameras

10. Consider Supplemental Agreement No. 1 to Professional Services Agreement with Makers Architecture for the Lakewood Neighborhood Master Plan

11. Consider an **Ordinance** of the City of Marysville, Washington, Authorizing the City of Marysville to Continue to Impose a Sales and Use Tax as Authorized by RCW 82.14.415 as a Credit Against State Sales and Use Tax; Certifying the Costs to Provide Municipal Services to the Central Marysville Annexation Area; and Setting a New Threshold Amount for Fiscal Year 2017 Relating to Annexations

12. Consider an **Ordinance** Amending Section 2.50.050 to Clarify the Role of the Salary Commission and Repealing Reimbursement for Meetings

Legal**Mayor's Business****Staff Business****Call on Councilmembers****Adjournment/Recess****Executive Session**

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

Reconvene**Adjournment**

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

Index #1

COUNCIL



MINUTES

Work Session
January 3, 2017

Call to Order / Pledge of Allegiance

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

The following staff and councilmembers were in attendance.

Mayor: Jon Nehring

Council: Steve Muller, Kamille Norton, Jeff Seibert, Rob Toyer, Jeff Vaughan, Michael Stevens and Donna Wright

Absent: none

Also Present: Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Police Commander Jeff Goldman, City Attorney Jon Walker, Public Works Director Kevin Nielsen, Community Development Director Dave Koenig, Parks Director Jim Ballew, Fire Chief Martin McFalls, and Recording Secretary April O'Brien.

Approval of the Agenda

Motion made by Councilmember Vaughan, seconded by Councilmember Toyer, to approve the agenda. **Motion** passed unanimously (7-0).

Committee Reports

None

Presentations

A. Community Transit Presentation

Corrin Walleen, Transportation Demand Management Specialist provided a Community Transit PowerPoint presentation. Angela Gemmer reviewed the Community Transit ordinance that is on tonight's agenda (Item 8).

Councilmember Muller asked Ms. Gemmer what the incentives are for employers to make the change in reporting. Ms. Gemmer responded that there are no incentives for employers but employees will continue to have the opportunity to win various prizes and be qualified for a \$5.00 monthly subsidy.

Councilmember Norton asked if the change in reporting would require additional staff time. Ms. Gemmer thought the staff time could actually decrease once all information has been updated in the system.

B. Emergency Management

Diana Rose, Risk Emergency Manager provided a PowerPoint and reviewed what the department has been working on the last couple of years.

Councilmember Vaughan commented that he is happy to see that Ms. Rose is working on a Senior and Executive Training Plan (ICS402) for Council.

Councilmember Vaughan asked where the OSO volunteers reported for work. Ms. Rose responded there was not a plan for volunteers. They reported to the EOC in Everett, to the site, and to fire departments.

Councilmember Muller asked if there are stages of disasters that require different levels of response. Ms. Rose explained that there are different levels of activation.

Councilmember Muller asked where we are in our emergency plan. Ms. Rose stated that we are operating under DEM but she will have a standalone plan ready by the end of this year.

CAO Hirashima asked Council to let her know if they have any ideas they would like the City to pursue.

C. Communication Report

Connie Mennie, Community/Media Relations Officer provided a PowerPoint and reviewed what she has been working on and goals for 2017.

Discussion Items

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

1. Consider the November 28, 2016 City Council Meeting Minutes
There were no comments.

Consent

2. Consider the December 14, 2016 Claims in the Amount of \$468,719.43; Paid by EFT Transactions and Check Numbers 113088 through 113255 with No Checks Voided

3. Consider the December 21, 2016 Claims in the Amount of \$1,360,111.39; Paid by EFT Transactions and Check Numbers 113256 through 113452 with No Checks Voided
4. Consider the December 28, 2016 Claims in the Amount of \$1,081,979.13; Paid by EFT Transactions and Check Numbers 113453 through 113599 with No Checks Voided
5. Consider the December 20, 2016 Payroll in the Amount \$1,283,296.73; Paid by EFT Transactions and Check Numbers 30432 through 30465

There were no comments.

Review Bids

Public Hearings

6. Consider a Resolution of the City of Maryville Stating its Intention to Annex Certain Unincorporated Area, known as the WSDOT ROW Annexation, Into The City, And Transmitting the Matter to the Washington State Boundary Review Board for Snohomish County for Approval (Public Hearing will be held on January 9, 2017)

There were no comments.

New Business

8. Consider an Ordinance Amending Chapter 11.52 of the Marysville Municipal Code Relating to the City's Commute Trip Reduction (CTR) Plan in Accordance with the 2015 Amendments to the Washington State Legislature's Commute Trip Reduction Act – RCW 70.94.521-555, and Repealing Ordinance No. 2746

There were no comments.

Legal

Mayor's Business

9. Consider the Briefing on State and Federal Legislative Priorities
Mayor Nehring reviewed the priorities and stated he would like Council to consider adopting at the next meeting.

10. Consider the Health District Reappointment; Donna Wright (action item)

Motion made by Councilmember Muller, seconded by Councilmember Toyer to suspend the meeting rules to allow for the appointment of Health District representative. **Motion** passed unanimously (7-0).

Motion made by Councilmember Norton, seconded by Councilmember Muller to reappoint Councilmember Wright as Health District Board. **Motion** passed unanimously (7-0).

Mayor Nehring thanked Director Nielsen and his team for acquiring grant money.

Staff Business

Fire Chief McFalls welcomed everyone back.

Director Koenig wished everyone a Happy New Year.

Director Nielson:

- He wished everyone a Happy New Year.
- There will be no public works meeting in January.
- There is still work being done on 3rd street cold weather has delayed the project.
- The sidewalks in Sunnyside are completed and look amazing.

Assistant Chief Goldman reviewed a recent event and stated that 2017 was going to bring good things.

Director Ballew:

- He wished everyone a Happy New Year.
- He reviewed how well the Tour of Lights did in 2016.
- He thanked everyone that was involved in the Tour of Lights.

Director Langdon wished everyone a Happy New Year.

CAO Hirashima wished everyone a Happy New Year.

City Attorney Walker wished everyone a Happy New Year and advised there was no need for an executive session tonight.

Councilmember Toyer had no comments.

Councilmember Stevens:

- He wished everyone a Happy New Year.
- He stated that he has attended a few meetings at the health district and that Councilmember Wright's longtime participation in the Health District is a benefit to our community.
- He is looking forward to 2017.

Councilmember Seibert

- He welcomed everyone back and reminded staff that a couple of other boards need letters of appointment.
- He also stated that his wife uses the designated safe spot at the Public Safety building for selling items.

Councilmember Vaughan wished everyone a Happy New Year.

Councilmember Wright thanked Councilmember Stevens for his kind words. She also mentioned that the City contributed to the health building and wondered if the City owned a part of the building.

Councilmember Muller wished everyone a Happy New Year.

Councilmember Norton wished everyone a Happy New Year and thanked staff for their presentations.

Adjournment

Seeing no further business Mayor Nehring adjourned the meeting at 8:11 p.m.

Approved this ____ day of _____, 2017.

Mayor
Jon Nehring

April O'Brien
Deputy City Clerk

9

Index #2

Call to Order/Pledge of Allegiance/Roll Call	7:00 p.m.
Approval of the Agenda	Approved
Committee Reports	
Presentations	
Diversity Advisory Committee	Presented
Audience Participation	
Approval of Minutes	
Consider Approval of the November 28, 2016 City Council Meeting Minutes	Approved
Consent Agenda	
Consider Approval of the December 14, 2016 Claims in the Amount of \$468,719.43; Paid by EFT Transactions and Check Numbers 113088 through 113255 with No Checks Voided	Approved
Consider Approval of the December 21, 2016 Claims in the Amount of \$1,360,111.39; Paid by EFT Transactions and Check Numbers 113256 through 113452 with No Checks Voided	Approved
Consider Approval of the December 28, 2016 Claims in the Amount of \$1,081,979.13; Paid by EFT Transactions and Check Numbers 113453 through 113599 with No Checks Voided	Approved
Consider Approval of the December 20, 2016 Payroll in the Amount \$1,283,296.73; Paid by EFT Transactions and Check Numbers 30432 through 30465	Approved
Consider Approval of the Briefing on State and Federal Legislative Priorities	Approved
Consider Approval of the January 5, 2017 Payroll in the Amount \$1,774,518.31; Paid by EFT Transactions and Check Numbers 30466 through 30501	Approved
Consider Approval of the January 4, 2017 Claims in the Amount of \$1,985,405.98; Paid by EFT Transactions and Check Numbers 113600 through 113618 with No Checks Voided	Approved
Consider Approval of the December 29, 2016 Claims in the Amount of \$271,412.29; Paid by EFT transactions and Check Numbers 113619 through 113724 with No Checks Voided	Approved
Review Bids	
Public Hearings	
Consider Approval of Resolution of the City of Maryville Stating its Intention to Annex Certain Unincorporated Area, known as the WSDOT ROW Annexation, into the City, and Transmitting the Matter to the Washington State Boundary Review Board for Snohomish County for Approval	Held Approved Res. No. 2408
New Business	
Consider Approval of an Ordinance Amending Chapter 11.52 of the Marysville Municipal Code Relating to the City's Commute Trip Reduction (CTR) Plan in Accordance with the 2015 Amendments to the	Approved Ord. No. 3047

Washington State Legislature’s Commute Trip Reduction Act – RCW 70.94.521-555, and Repealing Ordinance No. 2746	
Legal	
Mayor’s Business	
Consider Reappointments to the LEOFF I Board: Councilmember Wright and Councilmember Vaughan	Approved
Consider Reappointments to SWAC: Councilmember Seibert and Councilmember Vaughan as Alternate	Approved
Consider the Marysville SERS Board Reappointment	Approved
Staff Business	
Call on Councilmembers	
Adjournment	7:32 p.m.
Executive Session	7:37 p.m.
Personnel – one item	No action
Adjournment	8:52 p.m.

COUNCIL*DRAFT*
MINUTES

Regular Meeting
January 9, 2017

Call to Order / Pledge of Allegiance

Mayor Nehring called the meeting to order at 7:00 p.m. Pastor Vic Rodriguez from Marysville Free Methodist gave the invocation. Mayor Nehring 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 Jon Walker, Public Works Director Kevin Nielsen, Parks and Recreation Director Jim Ballew, Community Development Director Dave Koenig, Fire Chief Martin McFalls, and Recording Secretary Laurie Hugdahl.

Approval of the Agenda

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

Committee Reports

Presentations

A. Diversity Advisory Committee

DRAFT

Chair Mark Austin made a presentation. He reminded the Council that he had presented a Work Plan last fall on how to make Marysville a more inclusive community. He introduced the members of the Diversity Committee who were in attendance and welcomed any comments on the Work Plan.

Jim Strickland reviewed the background of this committee and the structure of the subcommittees. He explained that two major projects came from the work of the subcommittees. One project was the creation of a quarterly newsletter called Snohomish County Experience. The second project was the Inclusive Workplace Partners Program which is a partnership between the City of Marysville and the Marysville Tulalip Chamber of Commerce to recognize local businesses that are offering employment and/or training opportunities for people with disabilities. About 20 local businesses have registered for this program.

Mayor Nehring thanked everybody for coming and for presenting the Work Plan. He expressed appreciation for the work they are doing.

Audience Participation

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

1. Consider Approval of the November 28, 2016 City Council Meeting Minutes

Motion made by Councilmember Norton, seconded by Councilmember Stevens, to approve the November 28, 2016 City Council Meeting Minutes. **Motion** passed unanimously (7-0).

Consent

2. Consider Approval of the December 14, 2016 Claims in the Amount of \$468,719.43; Paid by EFT Transactions and Check Numbers 113088 through 113255 with No Checks Voided
3. Consider Approval of the December 21, 2016 Claims in the Amount of \$1,360,111.39; Paid by EFT Transactions and Check Numbers 113256 through 113452 with No Checks Voided
4. Consider Approval of the December 28, 2016 Claims in the Amount of \$1,081,979.13; Paid by EFT Transactions and Check Numbers 113453 through 113599 with No Checks Voided
5. Consider Approval of the December 20, 2016 Payroll in the Amount \$1,283,296.73; Paid by EFT Transactions and Check Numbers 30432 through 30465
9. Consider Approval of the Briefing on State and Federal Legislative Priorities

DRAFT

11. Consider Approval of the January 5, 2017 Payroll in the Amount \$1,774,518.31; Paid by EFT Transactions and Check Numbers 30466 through 30501
12. Consider Approval of the January 4, 2017 Claims in the Amount of \$1,985,405.98; Paid by EFT Transactions and Check Numbers 113600 through 113618 with No Checks Voided
14. Consider Approval of the December 29, 2016 Claims in the Amount of \$271,412.29; Paid by EFT transactions and Check Numbers 113619 through 113724 with No Checks Voided

Motion made by Councilmember Vaughan, seconded by Councilmember Toyer, to approve Consent Agenda items 2-5, 9, 11, 12, and 14. **Motion** passed unanimously (7-0).

Review Bids

Public Hearings

6. Consider Approval of **Resolution** of the City of Maryville Stating its Intention to Annex Certain Unincorporated Area, known as the WSDOT ROW Annexation, into the City, and Transmitting the Matter to the Washington State Boundary Review Board for Snohomish County for Approval

Community Development Director Koenig stated that this is a resolution for annexation to authorize staff to turn this into the Boundary Review Committee for their review. It would come back to Council for approval.

The public hearing was opened at 7:12 p.m. and comments were solicited. Seeing none the public hearing was closed at 7:12 p.m.

Motion made by Councilmember Stevens, seconded by Councilmember Muller, to approve Resolution No. 2408. **Motion** passed unanimously (7-0).

New Business

8. Consider Approval of an **Ordinance** Amending Chapter 11.52 of the Marysville Municipal Code Relating to the City's Commute Trip Reduction (CTR) Plan in Accordance with the 2015 Amendments to the Washington State Legislature's Commute Trip Reduction Act – RCW 70.94.521-555, and Repealing Ordinance No. 2746

Senior Planner Gemmer stated that this is an ordinance to repeal the existing Commute Trip Reduction ordinance and replace it with a new one.

Motion made by Councilmember Wright, seconded by Councilmember Norton, to approve Ordinance No. 3047. **Motion** passed unanimously (7-0).

Legal**Mayor's Business**

13. Consider Reappointments to the LEOFF I Board: Councilmember Wright and Councilmember Vaughan

Motion made by Councilmember Stevens, seconded by Councilmember Toyer, to approve the reappointment of Councilmembers Wright and Vaughan to the LEOFF 1 Board. **Motion** passed unanimously (7-0).

15. Consider Reappointments to SWAC: Councilmember Seibert and Councilmember Vaughan as Alternate

Motion made by Councilmember Wright, seconded by Councilmember Stevens, to approve the reappointment of Councilmember Seibert to the SWAC with Councilmember Vaughan as Alternate. **Motion** passed unanimously (7-0).

16. Consider the Marysville SERS Board Reappointment

Motion made by Councilmember Vaughan, seconded by Councilmember Norton, to approve the reappointment of Mayor Nehring as Voting Delegate and Chief Smith as the Alternate to the SERS Board. **Motion** passed unanimously (7-0).

Other:

- On Saturday night there was a Me-We Bash to raise money for schools in Kenya. This was a fantastic event. He commended Jim Strickland and the 18-21 group for raising \$10,000 for schools less fortunate in Kenya.
- There will be a Snohomish County Cities organizational meeting on Thursday, January 19.

Staff Business

Dave Koenig:

- The Planning Commission will be holding a public hearing this week on the Public Works Water System Plan and the Surface Water Plan. They will also have a workshop on code amendments related to flag poles and the 2017-2022 Capital Facilities Plan.
- On January 26 there will be a neighborhood meeting regarding a 147-lot subdivision off 79th Street.
- He gave an update on Community Development activity in 2016 which included 122 single family permits, 214 multiple family permits, and a total valuation of \$136 million for all the permits in 2016.

Martin McFalls had no comments.

Jim Ballew:

- He gave an update on the trail project. The contractor has been delayed by weather, but still hopes to complete most of the work by February 17.
- The Opera House and the Parks Department were very busy with activities over the weekend.

Kevin Nielsen gave an update on Connecting Washington information and the 529 project.

Commander Goldman announced that Citizens Academy will be starting on February 2 and will be meeting every Thursday for 8 weeks from 6 to 9 p.m.

Sandy Langdon announced that the Finance Committee would be meeting on January 18.

Jon Walker stated the need for an Executive Session to address one item regarding personnel with no action expected to last 20 minutes

Gloria Hirashima had no comments.

Call on Councilmembers

Jeff Vaughan had no comments.

Donna Wright:

- She spoke to the importance of everyone having a vote at the Snohomish County Cities.
- Also on January 19, the Health District will be holding a meeting to discuss the building that the Health District now occupies.

Jeff Vaughan had no comments.

Michael Stevens was pleased that he got his tickets for the Father-Daughter Dance for the 7th year in a row.

Rob Toyer had no comments.

Steve Muller had no comments.

Kamille Norton had no comments.

Adjournment/Recess

DRAFT

Mayor Nehring adjourned the meeting at 7:32 p.m., and Council recessed for five minutes before reconvening in Executive Session for 20 minutes to discuss one item related to personnel with no action expected.

Executive Session

- A. Litigation
- B. Personnel – one item, Per RCW 42.30.110(i)(g)
- C. Real Estate

Motion made by Councilmember Wright, seconded by Councilmember Norton, to extend executive session 55 minutes.

Executive session ended and public meeting reconvened at 8:52 p.m.

Adjournment

Seeing no further business Mayor Nehring adjourned the meeting at 8:52 p.m.

Approved this _____ day of _____, 2017.

Mayor
Jon Nehring

April O'Brien
Deputy City Clerk

Index #3

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: February 13, 2017

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

RECOMMENDED ACTION: The Finance and Executive Departments recommend City Council approve the January 20, 2017 payroll in the amount \$1,345,339.82, EFT Transactions and Check No.'s 30502 through 30533.
COUNCIL ACTION:

Index #4

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: February 13, 2017

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

Please see attached.

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the January 25, 2017 claims in the amount of \$665,869.39 paid by EFT transactions and Check No. 114072 through 114267 with no Check No. voided.

COUNCIL ACTION:

**CLAIMS
FOR
PERIOD-1**

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$665,869.39 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 114072 THROUGH 114267 WITH NO CHECK NO.'S 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 **13th DAY OF FEBRUARY 2017.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 1/20/2017 TO 1/25/2017**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
114072	REVENUE, DEPT OF	SALES & USE TAXES	CITY CLERK	0.03
	REVENUE, DEPT OF		INFORMATION SERVICES	0.03
	REVENUE, DEPT OF		COMMUNITY DEVELOPMENT-	2.23
	REVENUE, DEPT OF		GOLF COURSE	24.48
	REVENUE, DEPT OF		POLICE ADMINISTRATION	27.37
	REVENUE, DEPT OF		ER&R	59.15
	REVENUE, DEPT OF		GARBAGE	95.09
	REVENUE, DEPT OF		GOLF ADMINISTRATION	119.01
	REVENUE, DEPT OF		INFORMATION SERVICES	432.52
	REVENUE, DEPT OF		GENERAL FUND	452.89
	REVENUE, DEPT OF		CITY STREETS	482.10
	REVENUE, DEPT OF		GOLF COURSE	1,565.94
	REVENUE, DEPT OF		WATER/SEWER OPERATION	5,615.94
	REVENUE, DEPT OF		STORM DRAINAGE	5,906.10
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	30,016.90
	REVENUE, DEPT OF		UTIL ADMIN	63,607.86
114073	AAA FIRE & SAFETY	MOBILE SERVICE FEE	SURFACE WATER CAPITAL PF	425.49
114074	ADVANTAGE BUILDING S	JANITORIAL SERVICES	WATER FILTRATION PLANT	81.19
	ADVANTAGE BUILDING S		COMMUNITY CENTER	811.88
	ADVANTAGE BUILDING S		WASTE WATER TREATMENT F	811.88
	ADVANTAGE BUILDING S		UTIL ADMIN	811.88
	ADVANTAGE BUILDING S		COURT FACILITIES	1,217.81
	ADVANTAGE BUILDING S		ADMIN FACILITIES	1,217.81
	ADVANTAGE BUILDING S		PUBLIC SAFETY BLDG.	1,510.09
	ADVANTAGE BUILDING S		MAINT OF GENL PLANT	1,623.74
	ADVANTAGE BUILDING S		PARK & RECREATION FAC	3,653.43
114075	ALLEN, SUZANNE	UB 761282801101 7601 60TH ST N	WATER/SEWER OPERATION	236.53
114076	ALLRED, KRISTY	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
114077	ALPHA COURIER INC	COURIER SERVICE	WASTE WATER TREATMENT F	97.40
114078	APS, INC.	POSTAGE MACHINE SUPPLIES	UTILITY BILLING	48.18
	APS, INC.		LEGAL - PROSECUTION	48.18
	APS, INC.		CITY CLERK	48.19
	APS, INC.		EXECUTIVE ADMIN	48.19
	APS, INC.		FINANCE-GENL	48.19
	APS, INC.		PERSONNEL ADMINISTRATIO	48.19
114079	ARAMARK UNIFORM	UNIFORM SERVICE	SMALL ENGINE SHOP	6.55
	ARAMARK UNIFORM		EQUIPMENT RENTAL	69.11
114080	ASSOC OF SHERIFFS	WASPC DUES-SMITH	POLICE ADMINISTRATION	365.00
114081	BANK OF AMERICA	ANTI-BULLYING BANNER	YOUTH SERVICES	100.36
114082	BANK OF AMERICA	SUPPLY REIMBURSEMENT	PARK & RECREATION FAC	20.00
	BANK OF AMERICA		UTIL ADMIN	380.00
	BANK OF AMERICA		EXECUTIVE ADMIN	1,135.00
	BANK OF AMERICA		CITY COUNCIL	3,190.00
114083	BARGER, JORDAN	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
114084	BILLIEU, KRISTA		GENERAL FUND	100.00
114085	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	1,830.90
114086	BLUE, JUDITH M. & JO	UB 651132292001 8319 96TH ST N	WATER/SEWER OPERATION	76.93
114087	BONEY, KAREN	UTILITY TAX REBATE	NON-DEPARTMENTAL	95.89
114088	BOWZER, RENEE	RENTAL DEPOSIT REFUND	GENERAL FUND	500.00
114089	BREVIG, B LORENE	UTILITY TAX REBATE	NON-DEPARTMENTAL	12.79

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 1/20/2017 TO 1/25/2017

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
114089	BREVIG, B LORENE	UTILITY TAX REBATE	UTIL ADMIN	40.00
	BREVIG, B LORENE		UTIL ADMIN	149.10
114090	BRINKMAN, LEA	RENTAL DEPOSIT REFUND	GENERAL FUND	500.00
114091	BRYANT, ANTONIA	UTILITY TAX REBATE	NON-DEPARTMENTAL	41.00
114092	BUILDING SPECIALTIES	BROOMS	SOLID WASTE OPERATIONS	16.36
	BUILDING SPECIALTIES		MAINT OF GENL PLANT	16.37
114093	BURCH, MYRNA	UTILITY TAX REBATE	NON-DEPARTMENTAL	90.61
114094	BUTCHER, MARCUS		NON-DEPARTMENTAL	51.41
114095	BUTLER, ALLEN	UB 451797870000 13707 58TH DR	WATER/SEWER OPERATION	75.16
114096	CAPARAS, NANCY	UTILITY TAX REBATE	NON-DEPARTMENTAL	76.26
114097	CARRASCO, ANTONIETA		NON-DEPARTMENTAL	54.68
114098	CASCADE NATURAL GAS	NATURAL GAS CHARGES	WATER FILTRATION PLANT	2,178.83
114099	CASH, RICHARD & AMBE	UB 240569300000 5320 102ND PL	WATER/SEWER OPERATION	28.45
114100	CELLEBRITE USA, INC.	SOFTWARE RENEWAL	GENERAL FUND	-282.01
	CELLEBRITE USA, INC.		POLICE INVESTIGATION	3,381.01
114101	CHEMTRADE CHEMICALS	ALUMINUM SULFATE	WASTE WATER TREATMENT F	4,210.04
114102	CHICAGO TITLE INSURA	ALTA OWNERS POLICY-HALL, S	GMA - STREET	696.00
114103	CLICK2MAIL	POSTAGE	COMMUNITY DEVELOPMENT-	777.82
114104	CLOSE, BETTY LOU	UTILITY TAX REBATE	NON-DEPARTMENTAL	26.26
114105	CODE PUBLISHING	ELEC UPDATE	CITY CLERK	2,139.45
114106	CORRECTIONS, DEPT OF	WORK CREW-DEC 2016	PARK & RECREATION FAC	177.42
	CORRECTIONS, DEPT OF		ROADSIDE VEGETATION	587.65
114107	COURIER, RICHARD & T	UTILITY TAX REBATE	NON-DEPARTMENTAL	74.36
114108	CRAVEN, JAMES		NON-DEPARTMENTAL	16.95
114109	CRAWFORD, CAROLYN		NON-DEPARTMENTAL	30.75
	CRAWFORD, CAROLYN		UTIL ADMIN	40.00
	CRAWFORD, CAROLYN		UTIL ADMIN	149.10
114110	CRYSTAL SPRINGS	WATER COOLER RENTAL/BOTTLED WA	SOLID WASTE OPERATIONS	-0.27
	CRYSTAL SPRINGS		WASTE WATER TREATMENT F	289.36
114111	CYRUS, GENE	UB 849000675000 6132 80TH ST N	WATER/SEWER OPERATION	200.00
114112	DANIELS, DON	UTILITY TAX REBATE	NON-DEPARTMENTAL	66.22
114113	DATEC, INC	MOBILE PRINTER	POLICE PATROL	1,719.74
114114	DELANEY, KATHERINE	UTILITY TAX REBATE	NON-DEPARTMENTAL	36.69
	DELANEY, KATHERINE		UTIL ADMIN	40.00
	DELANEY, KATHERINE		UTIL ADMIN	149.10
114115	DEPERRO, ANTHONY		UTIL ADMIN	40.00
	DEPERRO, ANTHONY		NON-DEPARTMENTAL	52.03
	DEPERRO, ANTHONY		UTIL ADMIN	189.64
114116	DESALOME, STEPHEN &	UB 451041000000 13625 49TH DR	WATER/SEWER OPERATION	19.75
114117	DIAMOND B CONSTRUCT	REPLACE T-STAT	ADMIN FACILITIES	510.63
	DIAMOND B CONSTRUCT	REPLACE STAT MODULES	COURT FACILITIES	2,036.14
114118	DIXON, ROLLAND	UTILITY TAX REBATE	UTIL ADMIN	40.00
	DIXON, ROLLAND		NON-DEPARTMENTAL	62.51
	DIXON, ROLLAND		UTIL ADMIN	149.10
114119	DLT SOLUTIONS	AUTODESK AUTOCAD CIVIL 3D	ENGR-GENL	8,071.44
114120	DUNLAP INDUSTRIAL	SAFETY LATCHES, EYEBOLTS AND S	ROADWAY MAINTENANCE	156.18
	DUNLAP INDUSTRIAL	GRINDER, BLADES AND HARDWARE	MAINT OF GENL PLANT	186.82
	DUNLAP INDUSTRIAL		SOLID WASTE OPERATIONS	186.82
114121	E&E LUMBER	HARDWARE	SNOW & ICE CONTROL	7.69
	E&E LUMBER	LIGHT BULB	PARK & RECREATION FAC	8.72

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 1/20/2017 TO 1/25/2017

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
114121	E&E LUMBER	FLASHING	MAINT OF GENL PLANT	9.41
	E&E LUMBER		SOLID WASTE OPERATIONS	9.41
	E&E LUMBER	GRAFFITI SUPPLIES	COMMUNITY DEVELOPMENT-	10.46
	E&E LUMBER	MDF	MAINT OF GENL PLANT	20.40
	E&E LUMBER		SOLID WASTE OPERATIONS	20.40
	E&E LUMBER	LIGHTERS	PARK & RECREATION FAC	20.90
	E&E LUMBER	CABLE	ENGR-GENL	26.05
	E&E LUMBER	MDF	MAINT OF GENL PLANT	28.80
	E&E LUMBER		SOLID WASTE OPERATIONS	28.80
	E&E LUMBER	HARDWARE	ENGR-GENL	32.94
	E&E LUMBER	WOOD AND SHIMS	SOLID WASTE OPERATIONS	34.90
	E&E LUMBER		MAINT OF GENL PLANT	34.91
	E&E LUMBER	MDF	MAINT OF GENL PLANT	35.61
	E&E LUMBER		SOLID WASTE OPERATIONS	35.61
	E&E LUMBER	LIGHTING	PARK & RECREATION FAC	43.53
	E&E LUMBER	ADHESIVE AND HARDWARE	PARK & RECREATION FAC	52.23
	E&E LUMBER	PAINTING SUPPLIES	PARK & RECREATION FAC	183.23
	E&E LUMBER	ENTRY LOCKS AND KEYS	MAINT OF GENL PLANT	191.30
114122	EAGLE FENCE	REPAIR GATE	ROADSIDE VEGETATION	1,036.45
114123	EHRHARDT, SANDRA	UTILITY TAX REBATE	NON-DEPARTMENTAL	47.29
114124	ELISON, JON		NON-DEPARTMENTAL	31.00
114125	ENERSPECT MEDICAL	AED	EXECUTIVE ADMIN	1,657.28
114126	ENGLISH, ELISHA	UTILITY TAX REBATE	NON-DEPARTMENTAL	89.56
114127	EVERETT TIRE & AUTO	TIRES	EQUIPMENT RENTAL	279.37
	EVERETT TIRE & AUTO		ER&R	880.17
114128	EVERETT, CITY OF	ANIMAL SHELTER FEES	ANIMAL CONTROL	2,405.00
114129	EVERGREEN STATE	SERVICE CALL	MAINTENANCE	490.95
114130	FEENEY WIRELESS	MODEM UPGRADE W/ACCESSORIES	STORM DRAINAGE	960.45
114131	FITZGERALD, LIAM T	ENTERTAINMENT 1/28/17	OPERA HOUSE	600.00
114132	FRAIZE, CHRISTINE	UTILITY TAX REBATE	NON-DEPARTMENTAL	62.55
114133	FRANK & MICHELLE MOR	UB 460140000001 5406 142ND PL	WATER/SEWER OPERATION	55.25
114134	FRONTIER COMMUNICATI	ACCT #36065836350725085	COMMUNITY DEVELOPMENT-	47.46
	FRONTIER COMMUNICATI		UTIL ADMIN	47.47
	FRONTIER COMMUNICATI	ACCT #36065774950927115	STREET LIGHTING	48.33
114135	GALLS, LLC	UNIFORM-MAPLES	PROPERTY TASK FORCE	18.62
	GALLS, LLC	UNIFORM-AKAU	POLICE ADMINISTRATION	18.86
	GALLS, LLC	UNIFORM-THOMAS	POLICE ADMINISTRATION	18.86
	GALLS, LLC	UNIFORM-ELTON	POLICE PATROL	81.83
	GALLS, LLC	UNIFORM-MAPLES	PROPERTY TASK FORCE	88.72
	GALLS, LLC	UNIFORM-NEGRON	POLICE PATROL	93.03
	GALLS, LLC	UNIFORM-OBERHOLTZER	DETENTION & CORRECTION	93.83
	GALLS, LLC	UNIFORM-BUELL, L	POLICE ADMINISTRATION	367.64
	GALLS, LLC	UNIFORM-VANDENBERG	POLICE PATROL	1,049.54
114136	GOVCONNECTION INC	LOOPS	COMPUTER SERVICES	9.19
	GOVCONNECTION INC	WATCHGUARD	STORM DRAINAGE	396.92
	GOVCONNECTION INC	SURGE PROTECTORS AND HARD DRIV	COMPUTER SERVICES	1,494.02
	GOVCONNECTION INC	LICENSE RENEWALS	COMPUTER SERVICES	4,889.86
114137	GRAFF, CALLIE	REFUND CLASS FEES	PARKS-RECREATION	28.00
114138	GRAINGER	DRAINS	WASTE WATER TREATMENT F	285.73
114139	GREEN RIVER CC	TRAINING-CHENNAULT	UTIL ADMIN	380.00

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 1/20/2017 TO 1/25/2017

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
114139	GREEN RIVER CC	TRAINING-DAVIS	UTIL ADMIN	475.00
114140	GREENSHIELDS	SAFETY GLASSES	PARK & RECREATION FAC	141.52
114141	GREG RAIRDONS DODGE	FAN MOTOR AND RESISTOR	EQUIPMENT RENTAL	169.50
	GREG RAIRDONS DODGE	MARKER LIGHT ASSEMBLY	EQUIPMENT RENTAL	261.84
114142	GRIFFEN, CHRIS	PUBLIC DEFENDER	PUBLIC DEFENSE	150.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	187.50
	GRIFFEN, CHRIS		PUBLIC DEFENSE	262.50
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
114143	HAFENSCHER, JUDITH	UTILITY TAX REBATE	UTIL ADMIN	40.00
	HAFENSCHER, JUDITH		NON-DEPARTMENTAL	76.23
	HAFENSCHER, JUDITH		UTIL ADMIN	189.64
114144	HARRINGTON INDUST.	STILLY SUPPLIES	WATER FILTRATION PLANT	509.22
114145	HATHAWAY, BEVERLEY	UTILITY TAX REBATE	NON-DEPARTMENTAL	80.58
114146	HAUGSVAR, ED		NON-DEPARTMENTAL	40.57
114147	HAYDEN-BROWN, SUSAN	UB 730374050000 6620 19TH AVE	WATER/SEWER OPERATION	56.61
114148	HAYDEN-BROWN, SUSAN	UB 730374000000 6620 19TH AVE	WATER/SEWER OPERATION	57.28
114149	HD SUPPLY WATERWORKS	COPPER TUBING	WATER SERVICES	295.87
	HD SUPPLY WATERWORKS	PIPES AND HARDWARE	SOURCE OF SUPPLY	533.29
114150	HEATH, LESLIE	UTILITY TAX REBATE	UTIL ADMIN	40.00
	HEATH, LESLIE		NON-DEPARTMENTAL	43.46
	HEATH, LESLIE		UTIL ADMIN	149.10
114151	HERITAGE BANK	RETAINAGE ON PAY ESTIMATE #2-S	SURFACE WATER CAPITAL PF	11,559.92
114152	HOLLY, ARLENE	UTILITY TAX REBATE	NON-DEPARTMENTAL	33.50
	HOLLY, ARLENE		UTIL ADMIN	40.00
	HOLLY, ARLENE		UTIL ADMIN	149.10
114153	HWA GEOSCIENCES	PROFESSIONAL SERVICES	STORM DRAINAGE	2,254.00
114154	INTL ASSOC CHIEFS	IACP DUES-LAMOUREUX	POLICE ADMINISTRATION	150.00
	INTL ASSOC CHIEFS	IACP DUES-WADE	POLICE ADMINISTRATION	150.00
114155	IO ENVIRONMENTAL	RELEASE RETAINAGE	WATER/SEWER OPERATION	7,664.60
114156	JOHNSON, SUSAN	UTILITY TAX REBATE	NON-DEPARTMENTAL	13.49
	JOHNSON, SUSAN		UTIL ADMIN	40.00
	JOHNSON, SUSAN		UTIL ADMIN	149.10
114157	KERR, STEVEN		UTIL ADMIN	40.00
	KERR, STEVEN		NON-DEPARTMENTAL	61.65
	KERR, STEVEN		UTIL ADMIN	149.10
114158	KING, SUSAN		NON-DEPARTMENTAL	35.57
	KING, SUSAN		UTIL ADMIN	40.00
	KING, SUSAN		UTIL ADMIN	189.64
114159	KRAG, JOAN		NON-DEPARTMENTAL	25.14
114160	KRON, DARRELL	UB 510080000000 16915 52ND AVE	WATER/SEWER OPERATION	21.13
114161	LAB/COR, INC.	LAB ANALYSIS	WATER QUAL TREATMENT	1,620.00
114162	LAKE INDUSTRIES	ASPHALT HAULED	ROADWAY MAINTENANCE	180.00
114163	LANDERS, LORI	UTILITY TAX REBATE	UTIL ADMIN	40.00
	LANDERS, LORI		NON-DEPARTMENTAL	78.37
	LANDERS, LORI		UTIL ADMIN	149.10
114164	LANG, HENRY		NON-DEPARTMENTAL	16.89
114165	LIAN, DALE E		NON-DEPARTMENTAL	22.88
114166	LITTLE, PHELAN SR		NON-DEPARTMENTAL	21.92
	LITTLE, PHELAN SR		UTIL ADMIN	40.00

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 1/20/2017 TO 1/25/2017

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
114166	LITTLE, PHELAN SR	UTILITY TAX REBATE	UTIL ADMIN	189.64
114167	LOOMIS	ARMORED TRUCK SERVICES	COMMUNITY DEVELOPMENT-	97.30
	LOOMIS		UTIL ADMIN	97.30
	LOOMIS		GOLF ADMINISTRATION	155.68
	LOOMIS		UTILITY BILLING	194.60
	LOOMIS		POLICE ADMINISTRATION	389.20
	LOOMIS		MUNICIPAL COURTS	389.20
114168	LOWES HIW INC	STORAGE TOTES	OPERA HOUSE	93.06
114169	LUND,ROBERTA	UB 730670000000 6807 20TH DR N	WATER/SEWER OPERATION	24.10
114170	MANHEIMER, ROBERT	UTILITY TAX REBATE	NON-DEPARTMENTAL	83.00
114171	MARYSVILLE PRINTING	ENVELOPES	COMMUNITY DEVELOPMENT-	85.10
	MARYSVILLE PRINTING	BUSINESS CARDS	POLICE ADMINISTRATION	169.98
	MARYSVILLE PRINTING	ENVELOPES	POLICE PATROL	543.32
114172	MARYSVILLE, CITY OF	1218 1ST ST FIRELINE	GMA - STREET	19.34
	MARYSVILLE, CITY OF	UTILITY SERVICES-1218 1ST ST O	GMA - STREET	25.71
	MARYSVILLE, CITY OF	UTILITY SERVICE-9623 55TH AVE	PARK & RECREATION FAC	33.60
114173	MASSIE, IRIS	UTILITY TAX REBATE	NON-DEPARTMENTAL	78.08
114174	MCFADDEN, MICHAEL	DANCE REFUND	PARKS-RECREATION	20.00
114175	MCFADDEN, SYLVIA	UTILITY TAX REBATE	NON-DEPARTMENTAL	22.57
114176	MCKELVEY-BITTO, M		NON-DEPARTMENTAL	79.79
114177	MEYEN, ALBERT		UTIL ADMIN	40.00
	MEYEN, ALBERT		NON-DEPARTMENTAL	43.07
	MEYEN, ALBERT		UTIL ADMIN	189.64
114178	MILAR, MARLYN		UTIL ADMIN	40.00
	MILAR, MARLYN		NON-DEPARTMENTAL	41.69
	MILAR, MARLYN		UTIL ADMIN	189.64
114179	MINE SAFETY APPLIANC	VOICE AMPLIFIER (MASKS)	POLICE PATROL	1,589.70
114180	MORFORD, KATHERINE	UB 460140000001 5406 142ND PL	WATER/SEWER OPERATION	4.75
114181	MOTOR TRUCKS	COOLANT	ER&R	138.51
114182	MUELLER, JANICE	UTILITY TAX REBATE	NON-DEPARTMENTAL	28.33
	MUELLER, JANICE		UTIL ADMIN	40.00
	MUELLER, JANICE		UTIL ADMIN	189.64
114183	MUELLER, RACHAEL	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
114184	MUELLER, TAMMY	UTILITY TAX REBATE	NON-DEPARTMENTAL	109.19
114185	NAGAMATSU, KIYOSHI		NON-DEPARTMENTAL	42.16
114186	NATIONSTAR MORTGAGE	UB 241590440000 5628 107TH ST	WATER/SEWER OPERATION	22.52
114187	NATIONSTAR MORTGAGE	UB 301010000001 5107 133RD PL	WATER/SEWER OPERATION	201.63
114188	NGUYEN, RANG KIM	UTILITY TAX REBATE	NON-DEPARTMENTAL	106.52
114189	NORTHEND EXCAVATING	PAY ESTIMATE #2	GMA-STREET	-5,039.49
	NORTHEND EXCAVATING		GMA - STREET	100,789.88
114190	NORTHRUP, JENNIFER	UTILITY TAX REBATE	NON-DEPARTMENTAL	41.32
114191	NORTHWEST INSTRUMENT	CALIBRATION	WASTE WATER TREATMENT F	125.47
114192	NORTHWESTERN AUTO	REPAIR DAMAGE #P175	EQUIPMENT RENTAL	1,749.55
114193	OFFICE DEPOT	OFFICE SUPPLIES	UTILITY BILLING	10.45
	OFFICE DEPOT		OFFICE OPERATIONS	41.22
	OFFICE DEPOT		OFFICE OPERATIONS	50.36
	OFFICE DEPOT		POLICE PATROL	52.96
	OFFICE DEPOT		POLICE PATROL	55.26
	OFFICE DEPOT		OFFICE OPERATIONS	88.35
	OFFICE DEPOT		LEGAL-GENL	95.77

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 1/20/2017 TO 1/25/2017**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
114193	OFFICE DEPOT	OFFICE SUPPLIES	POLICE ADMINISTRATION	111.23
	OFFICE DEPOT		POLICE INVESTIGATION	150.27
	OFFICE DEPOT		EXECUTIVE ADMIN	178.03
	OFFICE DEPOT		UTILITY BILLING	280.47
	OFFICE DEPOT		POLICE PATROL	305.34
114194	OPTICS PLANET INC.	HOLSTERS	GENERAL FUND	-20.12
	OPTICS PLANET INC.		POLICE PATROL	241.12
114195	OTOOLE, MICHAEL	UTILITY TAX REBATE	NON-DEPARTMENTAL	47.11
114196	PARKSON CORP	MATERIAL FOR SAND FILTERS	WASTE WATER TREATMENT F	74,188.00
114197	PARTS STORE, THE	FILTER	ER&R	7.87
	PARTS STORE, THE	WATER PUMP AND BELT	EQUIPMENT RENTAL	76.10
114198	PAWS GOURMET INC	UB 741123000002 4801 56TH PL N	WATER/SEWER OPERATION	25.17
114199	PAYFIRST PROPERTIES	UB 091461847000 14618 47TH AVE	WATER/SEWER OPERATION	37.59
114200	PEACE OF MIND	MINUTE TAKING SERVICE	COMMUNITY DEVELOPMENT-	166.40
114201	PEDERSON, COLLEEN &	UTILITY TAX REBATE	NON-DEPARTMENTAL	36.24
114202	PICK OF THE LITTER	GRAPHIC DESIGN	OPERA HOUSE	210.00
114203	PILCHUCK RENTALS	CHAIN	PARK & RECREATION FAC	50.08
	PILCHUCK RENTALS	POLE SAW REPAIR	SMALL ENGINE SHOP	109.05
	PILCHUCK RENTALS	PARTS FOR #STR38	SMALL ENGINE SHOP	233.70
114204	PLATT ELECTRIC	WIRENUT REFUND	TRAFFIC CONTROL DEVICES	-99.47
	PLATT ELECTRIC	BITS AND CONNECTORS	TRAFFIC CONTROL DEVICES	282.11
114205	POSTAL SERVICE	POSTAGE	PROBATION	2,000.00
	POSTAL SERVICE		MUNICIPAL COURTS	3,000.00
114206	PRASAD, SATYA	UTILITY TAX REBATE	NON-DEPARTMENTAL	80.43
114207	PRINGLE, HARRY		NON-DEPARTMENTAL	25.11
	PRINGLE, HARRY		UTIL ADMIN	40.00
	PRINGLE, HARRY		UTIL ADMIN	149.10
114208	PUD	ACCT #2051-9537-3	PARK & RECREATION FAC	18.92
	PUD	ACCT #2009-7395-6	SEWER LIFT STATION	28.78
	PUD	ACCT #2024-6102-6	MAINT OF GENL PLANT	30.72
	PUD	ACCT #2027-9465-7	TRANSPORTATION MANAGEM	40.37
	PUD	ACCT #2011-4215-5	TRANSPORTATION MANAGEM	40.52
	PUD	ACCT #2004-4880-1	TRANSPORTATION MANAGEM	49.90
	PUD	ACCT #2034-3089-7	STREET LIGHTING	51.17
	PUD	ACCT #2025-2469-0	PUMPING PLANT	53.02
	PUD	ACCT #2023-0330-1	SEWER LIFT STATION	70.27
	PUD	ACCT #2022-8858-5	TRANSPORTATION MANAGEM	71.45
	PUD	ACCT #2020-1181-3	PUMPING PLANT	74.66
	PUD	ACCT #2206-8134-0	STORM DRAINAGE	102.07
	PUD	ACCT #2000-6146-3	PARK & RECREATION FAC	108.07
	PUD	ACCT #2052-3773-8	TRAFFIC CONTROL DEVICES	137.56
	PUD	ACCT #2052-3927-0	TRAFFIC CONTROL DEVICES	157.93
	PUD	ACCT #2010-4638-0	PARK & RECREATION FAC	174.16
	PUD	ACCT #2024-2648-2	PUBLIC SAFETY BLDG	220.44
	PUD	ACCT #2012-4769-9	STREET LIGHTING	383.79
	PUD	ACCT #2015-8728-4	WASTE WATER TREATMENT F	886.05
	PUD	ACCT#2021-7733-3	MAINT OF GENL PLANT	1,170.00
	PUD	ACCT #2016-3968-9	MAINT OF GENL PLANT	2,286.84
114209	RICHMOND, DOUG & DOR	UTILITY TAX REBATE	NON-DEPARTMENTAL	43.25
114210	RODRIGUEZ, MAURA	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 1/20/2017 TO 1/25/2017

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
114211	ROLLINS, COLLEEN	UTILITY TAX REBATE	UTIL ADMIN	40.00
	ROLLINS, COLLEEN		NON-DEPARTMENTAL	63.68
	ROLLINS, COLLEEN		UTIL ADMIN	149.10
114212	RV & MARINE SUPPLY	BILGE PUMPS	WATER DIST MAINS	77.92
114213	SALLEE, CARL	UTILITY TAX REBATE	UTIL ADMIN	40.00
	SALLEE, CARL		NON-DEPARTMENTAL	41.65
	SALLEE, CARL		UTIL ADMIN	189.64
114214	SHERWIN WILLIAMS	PAINT AND SUPPLIES	MAINT OF GENL PLANT	208.21
114215	SILVA, JOSEPH	UB 983106740000 3106 74TH DR N	WATER/SEWER OPERATION	430.43
114216	SIMS, JAMES & WANDA	UTILITY TAX REBATE	NON-DEPARTMENTAL	98.61
114217	SISKUN POWER EQUIPME	PUMP AND SPRING CREDIT	WATER DIST MAINS	-99.83
	SISKUN POWER EQUIPME	PUMPS	WATER DIST MAINS	95.88
	SISKUN POWER EQUIPME	PUMP AND SPRING	WATER DIST MAINS	99.83
114218	SMITH BROTHERS	CHAIR CLEANING	POLICE PATROL	330.00
114219	SNO CO AUDITOR	RECORDING FEE-NORBY	GMA - STREET	76.00
114220	SNO CO SUPERIOR	BAIL POSTED	GENERAL FUND	500.00
114221	SNO CO SUPERIOR	CERTIFIED COPY FEES-NORBY	GMA - STREET	6.00
	SNO CO SUPERIOR	CONDEMNATION FILING FEE-NORBY	GMA - STREET	240.00
114222	SOLIS, ZULEMA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
114223	SORENSEN, CARL S.	UTILITY TAX REBATE	NON-DEPARTMENTAL	85.26
114224	SOUND PUBLISHING	EMPLOYMENT ADS	STORM DRAINAGE	349.00
114225	SOUND SAFETY	JEANS-GILBERT	UTIL ADMIN	150.53
	SOUND SAFETY	GLOVES	PARK & RECREATION FAC	154.63
	SOUND SAFETY	BOOTS-HAVELIANA	SOLID WASTE OPERATIONS	177.94
114226	SOUTHERN COMPUTER	SOFTWARE	GENERAL SERVICES - OVERH	440.04
114227	SRV CONSTRUCTION	PAY ESTIMATE #2	SURFACE WATER CAPITAL PF219,	638.45
114228	STAPLES	OFFICE SUPPLIES	PARK & RECREATION FAC	12.26
	STAPLES		COMMUNITY DEVELOPMENT-	61.72
	STAPLES		PERSONNEL ADMINISTRATIOI	104.67
114229	STCLAIR, MAE	UTILITY TAX REBATE	NON-DEPARTMENTAL	69.48
114230	STOP STICK, LTD	STOP STICK HOLSTERS	POLICE PATROL	3,924.57
114231	STRAND, KAREN	UTILITY TAX REBATE	NON-DEPARTMENTAL	29.99
114232	STULTS, LARRY		NON-DEPARTMENTAL	94.19
114233	SUEZ TREATMENT	UV BALLASTS	WASTE WATER TREATMENT F	2,779.87
	SUEZ TREATMENT	UV LAMPS, BALLASTS AMD ASSEMBL	WASTE WATER TREATMENT F	7,683.82
114234	SWICK-LAFAVE, JULIE	REIMBURSE JAIL SUPPLIES	DETENTION & CORRECTION	115.78
114235	SYME, JOAN	UTILITY TAX REBATE	UTIL ADMIN	40.00
	SYME, JOAN		NON-DEPARTMENTAL	42.51
	SYME, JOAN		UTIL ADMIN	149.10
114236	TAKLO, PATRICIA		NON-DEPARTMENTAL	23.24
114237	THOMPSON, ELIZABETH		NON-DEPARTMENTAL	76.32
114238	THORLEIFSON, JOANNE		NON-DEPARTMENTAL	61.61
114239	TURNER, SHELLEY		NON-DEPARTMENTAL	2.92
	TURNER, SHELLEY		UTIL ADMIN	40.00
	TURNER, SHELLEY		UTIL ADMIN	189.64
114240	UNITED PARCEL SERVIC	LATE FEE	TRANSPORTATION MANAGEM	1.70
	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	57.39
114241	USDA-APHIS-WILDLIFE	PROFESSIONAL SERVICES	STORM DRAINAGE	93.20
114242	VANDERPOOL, LULA MAE	UTILITY TAX REBATE	NON-DEPARTMENTAL	79.81
114243	VEESENMEYER, WILLIAM		NON-DEPARTMENTAL	74.30

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 1/20/2017 TO 1/25/2017**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
114244	VERIZON	PHONE CHARGES	PURCHASING/CENTRAL STOF	20.00
	VERIZON		CRIME PREVENTION	40.00
	VERIZON		UTILITY BILLING	40.00
	VERIZON		ANIMAL CONTROL	55.11
	VERIZON		PERSONNEL ADMINISTRATIO	55.11
	VERIZON		EQUIPMENT RENTAL	60.00
	VERIZON		FACILITY MAINTENANCE	110.22
	VERIZON		FINANCE-GENL	120.22
	VERIZON		OFFICE OPERATIONS	135.11
	VERIZON		SOLID WASTE CUSTOMER EX	140.00
	VERIZON		LEGAL-GENL	150.23
	VERIZON		RECREATION SERVICES	155.11
	VERIZON		LEGAL - PROSECUTION	165.33
	VERIZON		PROPERTY TASK FORCE	165.33
	VERIZON		PARK & RECREATION FAC	170.22
	VERIZON		YOUTH SERVICES	220.44
	VERIZON		EXECUTIVE ADMIN	230.44
	VERIZON		MUNICIPAL COURTS	245.35
	VERIZON		WATER SUPPLY MAINS	280.13
	VERIZON		DETENTION & CORRECTION	395.57
	VERIZON		GENERAL SERVICES - OVERH	397.12
	VERIZON		WASTE WATER TREATMENT F	405.35
	VERIZON		COMMUNITY DEVELOPMENT-	415.15
	VERIZON		ENGR-GENL	425.35
	VERIZON		SOLID WASTE OPERATIONS	473.55
	VERIZON		STORM DRAINAGE	573.52
	VERIZON		COMPUTER SERVICES	618.27
	VERIZON		POLICE INVESTIGATION	655.92
	VERIZON		POLICE ADMINISTRATION	696.22
	VERIZON		UTIL ADMIN	1,864.50
	VERIZON		POLICE PATROL	4,580.28
114245	VINYL SIGNS & BANNER	OPERA HOUSE SIGN	OPERA HOUSE	150.56
114246	WA REC & PARK ASSN	WRPA CONFERENCE-MIZELL	RECREATION SERVICES	269.00
114247	WABO	EMPLOYMENT AD	COMMUNITY DEVELOPMENT-	50.00
114248	WALTON BEVERAGE CO	OPERA HOUSE SUPPLIES	OPERA HOUSE	135.00
114249	WAMPLER, NINA	UTILITY TAX REBATE	NON-DEPARTMENTAL	31.43
114250	WATSON-DALBEY, INA		UTIL ADMIN	40.00
	WATSON-DALBEY, INA		NON-DEPARTMENTAL	55.15
	WATSON-DALBEY, INA		UTIL ADMIN	189.64
114251	WAYNE'S AUTO DETAIL	VEHICLE DETAIL	POLICE PATROL	207.24
114252	WEBB, ELLEN	UTILITY TAX REBATE	NON-DEPARTMENTAL	38.06
	WEBB, ELLEN		UTIL ADMIN	40.00
	WEBB, ELLEN		UTIL ADMIN	189.64
114253	WEBB, JESSICA	REFUND CLASS FEES	PARKS-RECREATION	15.00
114254	WEST PAYMENT CENTER	WEST INFORMATION CHARGES	POLICE INVESTIGATION	246.41
	WEST PAYMENT CENTER		LEGAL - PROSECUTION	425.49
	WEST PAYMENT CENTER		LEGAL-GENL	425.50
114255	WESTERN GRAPHICS	GRAPHICS	EQUIPMENT RENTAL	486.60
114256	WESTERN SYSTEMS	DISPLAYS	TRANSPORTATION MANAGEM	644.65
	WESTERN SYSTEMS	RRFB SOLAR SYSTEMS	CITY STREET-GENL	7,719.05

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 1/20/2017 TO 1/25/2017**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
114257	WHIA	TRAINING-BARTL	POLICE TRAINING-FIREARMS	300.00
	WHIA	TRAINING-JONES	POLICE TRAINING-FIREARMS	300.00
114258	WHITE, LON	UTILITY TAX REBATE	NON-DEPARTMENTAL	92.27
114259	WHITTALL, CAROL		NON-DEPARTMENTAL	36.76
	WHITTALL, CAROL		UTIL ADMIN	40.00
	WHITTALL, CAROL		UTIL ADMIN	149.10
114260	WILSON, DOUGLAS		NON-DEPARTMENTAL	46.80
114261	WOLF, JULIE	UB 025406880000 5408 88TH ST N	WATER/SEWER OPERATION	126.77
114262	WOODBURY, VIOLET	UTILITY TAX REBATE	NON-DEPARTMENTAL	21.41
114263	WOODHULL, TONI		UTIL ADMIN	40.00
	WOODHULL, TONI		UTIL ADMIN	149.10
114264	WSTOA	WSTOA DUES-THOMAS	POLICE ADMINISTRATION	100.00
114265	WYNNE, ELLEN	UTILITY TAX REBATE	NON-DEPARTMENTAL	121.22
114266	YEOMAN, MELODY	UB 091673000000 9623 51ST AVE	WATER/SEWER OPERATION	29.93
114267	ZEE MEDICAL SERVICE	RESTOCK FIRST AID KIT	UTIL ADMIN	10.59
	ZEE MEDICAL SERVICE		ENGR-GENL	10.59

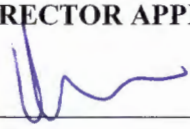
WARRANT TOTAL: 665,869.39

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

Index #5

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: February 13, 2017

AGENDA ITEM:	
Professional Services Agreement with BergerABAM for Design of the First Street Bypass Project	
PREPARED BY:	DIRECTOR APPROVAL:
Jeff Laycock, City Engineer	
DEPARTMENT:	
Engineering	
ATTACHMENTS:	
Professional Services Agreement	
BUDGET CODE:	AMOUNT:
30500030.563000, R0901	\$1,595,421.00
SUMMARY:	

On October 15, 2016, the City advertised a Request for Proposals, asking firms to submit written proposals stating their qualifications to provide consultant services related to the First Street Bypass project. The City received proposals from ten firms and selected BergerABAM, HDR Engineering and Pertee Engineering to participate in an interview selection process. Interviews were conducted on December 8, 2016. Following the interviews, the consultant selection committee concluded that BergerABAM was the most qualified firm for the project.

The attached Professional Services Agreement will provide the City with design, permitting and right-of-way services for the First Street Bypass project. It is in staff's opinion, that the negotiated fee of \$1,595,421.00 is fair and consistent with industry standard. The scope of services demonstrates a clear approach in order to meet the project schedule. Staff is confident that the City will be well served by BergerABAM as it relates to this project.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign and execute a Professional Services Agreement between the City of Marysville and BergerABAM, Inc. in the amount of \$1,595,421.00.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND BERGERABAM, INC**

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of February, 2017, by and between the City of Marysville, a Washington State municipal corporation (“City”), and BergerABAM, Inc, a corporation, licensed/incorporated in Washington, organized under the laws of the state of Washington, located and doing business at 33301 Ninth Avenue South, Suite 300, Federal Way, Washington, 98003-2600 (“Consultant”).

In consideration of the terms, conditions, covenants, and performances contained herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES. The Consultant shall provide the work and services described in the attached Exhibit A, incorporated herein by this reference (the “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.

2. TERM. The term of this Agreement shall commence upon notice to proceed as issued by the City and shall terminate at midnight on June 30, 2019. The parties may extend the term of this Agreement by executing a written supplemental amendment.

3. COMPENSATION. The Consultant shall be paid by the City for Services rendered under this Agreement as described in Exhibit A and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed One Million Five Hundred Ninety Five Thousand Four Hundred Twenty One Dollars and Zero Cents (**\$1,595,421.00**) within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City. Such payment shall be full compensation for the Services and for all labor, materials, supplies, equipment, incidentals, and any other expenses necessary for completion.

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

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

4. CONSULTANT’S OBLIGATIONS.

4.1 MINOR CHANGES IN SCOPE. The Consultant agrees to accept minor changes, amendments, or revisions to the scope of the Services, as may be required by the City, when such

changes, amendments, or revisions will not have any impact on the cost of the Services or the proposed delivery schedule.

4.2 ADDITIONAL WORK. The City may desire to have the Consultant perform additional work or services which are not identified in the scope of the Services. If the parties agree to the performance of additional work or services, the parties will execute a written supplemental amendment detailing the additional work or services and compensation therefore. In no event will the Consultant be compensated for preparing proposals for additional work or services. In no event shall the Consultant begin work contemplated under a supplemental amendment until the supplemental amendment is fully executed by the parties.

4.3 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 Services 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 Services, the work product, and all documents produced under this Agreement, even though the Services have been accepted by the City.

In the event that the Consultant defaults on this Agreement or in the event that this Agreement is terminated prior to the completion of the Services or the time for completion, all work product and all documents and other materials produced under this Agreement, along with a summary of work as of the date of default or termination, shall become the property of the City. The summary of Services provided shall be prepared at no additional cost to the City. Upon request, the Consultant shall tender the work product, all documents, and the summary to the City within five (5) business days. Tender of said work product shall be a prerequisite to final payment under this Agreement.

The Consultant will not be held liable for reuse of work product or documents produced under this Agreement or modification of the work product or documents for any purpose other than those identified in this Agreement without the written authorization of the Consultant.

4.4 PUBLIC RECORDS ACT. Consultant acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "PRA"). All records owned, used, or retained by the City are public records subject to disclosure unless exempt under the PRA, whether or not the records are in the possession or control of the City or Consultant. All exemptions to the PRA are narrowly construed.

a. **Confidential Information.** Any records provided to the City by the Consultant which contain information that the Consultant in good faith believes is not subject to disclosure under the PRA shall be marked "Confidential" and shall identify the specific information that the Consultant in good faith believes is not subject to disclosure under the PRA and a citation to the statutory basis for non-disclosure.

b. **Responding to Public Records Requests.** The City shall exercise its sole legal judgment in responding to public records requests.

- (1) The City may rely upon the lack of notification from the Consultant in releasing any records that are not marked “Confidential.”
- (2) If records identified as “Confidential” by the Consultant are responsive to a PRA request, the City will seek to provide notice to Consultant at least ten (10) business days before the date on which the City anticipates releasing records. The City is under no obligation to assert any applicable exemption on behalf of the Consultant. The Consultant may seek, at its sole cost, an injunction preventing the release of information which it believes is protected. In no event will the City have any liability to Consultant for any failure of the City to provide notice prior to release.
- (3) If the City, in its sole legal judgment, believes that the Consultant possesses records that (1) are responsive to a PRA request and (2) were used by the City, the City will request the records from the Consultant. The Consultant will, within ten (10) business days:
 - i. Provide the records to the City in the manner requested by the City;
 - ii. Obtain a court injunction, in a lawsuit involving the requester, covering all, or any confidential portion of, the records and provide any records not subject to the court injunction; or
 - iii. Provide an affidavit, in a form acceptable to the City Attorney, specifying that the Consultant has made a diligent search and did not locate any requested documents.

c. **Indemnification.** In addition to its other indemnification and defense obligations under this Agreement, the Consultant shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorneys fees and litigation expenses), suits, judgments, or damages (collectively “Damages”) arising from or relating to any request for records related to this Agreement, to the extent such Damages are caused by action or inaction of the Consultant. This indemnification and defense obligation shall survive the expiration or termination of this Agreement.

4.5 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.

4.6 INDEMNITY.

a. **Indemnification and Hold Harmless.** The 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.

b. 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.

c. The provisions of this Section 4.6 shall survive the expiration or termination of this Agreement.

d. The Consultant hereby knowingly, intentionally, and voluntarily waives the immunity of the Industrial Insurance Act, Title 51 RCW, solely for the purposes of the indemnity contained in subpart "a" of this Section 4.6. This waiver has been mutually negotiated by the parties.

_____(initials) _____(initials)

4.7 INSURANCE.

a. **Insurance Term.** 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 Services hereunder by the Consultant, its agents, representatives, or employees.

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

c. **Minimum Scope of Insurance.** Consultant shall obtain insurance of the types and coverage described below:

- (1) Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
- (2) Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the Services performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
- (3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4) Professional Liability insurance appropriate to the Consultant's profession.

d. **Minimum Amounts of Insurance.** Consultant shall maintain the following insurance limits:

- (1) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- (2) Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- (3) Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

e. **Other Insurance Provision.** The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

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

g. **Verification of Coverage.** The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the Services.

h. **Notice of Cancellation.** The Consultant shall provide the City with written notice of any policy cancellation within two business days of the Consultant's receipt of such notice.

i. **Failure to Maintain Insurance.** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

j. **Insurance to be Occurrence 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.

k. **City Full Availability of Consultant Limits.** If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

4.8 LEGAL RELATIONS. The Consultant shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the Services to be performed under this Agreement. The Consultant represents that it and all employees assigned to perform any of the Services under this Agreement are in full compliance with the statutes of the State of Washington governing the Services and that all personnel to be assigned to the Services are fully qualified and properly licensed to perform the work to which they will be assigned.

4.9 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 the Consultant's status as an independent contractor in the performance of the 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 not make

a claim of City employment and shall not 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 to the Services that the Consultant performs under this Agreement.

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

4.10 EMPLOYMENT.

a. The term “employee” or “employees” as used herein shall mean any officers, agents, or employee of the Consultant.

b. Any and all employees of the Consultant, while performing any Services under this Agreement, shall be considered employees of the Consultant only and not of the City. The Consultant shall be solely liable for: (1) any and all claims that may or might arise under the Workman’s Compensation Act, Title 51 RCW, on behalf of any said employees while performing any Services under this Agreement, and (2) 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 performing any Services under this Agreement.

c. The Consultant represents, unless otherwise indicated below, that all employees of the Consultant that will perform any Services under this Agreement have never been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please use initials to indicate No or Yes below.)*

_____ No, employees performing the Services have never been retired from a Washington state retirement system.

_____ Yes, employees performing the Services have been retired from a Washington state retirement system.

In the event the Consultant checks “no”, but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, the Consultant hereby agrees to save, indemnify, defend and hold the City harmless from and against all expenses and costs, including reasonable attorney fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event the Consultant checks “yes” and affirms that an employee providing work has ever retired from a Washington State retirement system, every said employee shall be identified by the Consultant and such retirees shall provide the City with all information required by the City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

4.11 NONASSIGNABLE. Except as provided in Exhibit B, the Services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

4.12 SUBCONTRACTORS AND SUBCONSULTANTS.

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

b. The Consultant must verify that any subcontractors or subconsultants the Consultant directly hires meet the responsibility criteria for the Services. Verification that a subcontractor or subconsultant has proper license and bonding, if required by statute, must be included in the verification process. If the parties anticipate the use of subcontractors or subconsultants, the subcontractors or subconsultants are set forth in Exhibit B.

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

d. All subcontractors or subconsultants shall have the same insurance coverage and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

4.13 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 when a conflict or potential conflict of interest exists. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

4.14 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 the Services provided to the City.

4.15 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Consultant agrees to comply with equal opportunity employment and not to discriminate against any 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; or rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth its nondiscrimination obligations. 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.

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

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

6. GENERAL TERMS.

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

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

CITY OF MARYSVILLE
 Jeff Laycock, PE; City Engineer
 80 Columbia Ave
 Marysville, WA 98270

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

BERGERABAM, INC.

Ross French, PE

33301 Ninth Avenue South, Suite 300

Federal Way, WA 98003-2600

6.2 TERMINATION. The City may terminate this Agreement in whole or in part at any time by sending written notice to the Consultant. As per Section 6.1, the Consultant is deemed to have received the termination notice three (3) calendar days after deposit of the termination notice in the U.S. mail with proper postage and address. The termination notice is deemed effective seven (7) calendar days after it is deemed received by the Consultant.

If this Agreement is terminated by the City for its convenience, the City shall pay the Consultant for satisfactory Services performed through the date on which the termination is deemed effective in accordance with payment provisions of Section 3, unless otherwise specified in the termination notice. If the termination notice provides that the Consultant will not be compensated for Services performed after the termination notice is received, the City will have the discretion to reject payment for any Services performed after the date the termination notice is deemed received.

6.3 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.

6.4 EXTENT OF AGREEMENT/MODIFICATION. This Agreement, together with exhibits, attachments, and 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 a written supplemental amendment properly signed by both parties.

6.5 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 parts, terms, or 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 part, term, or provision held to be invalid.

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

6.6 NONWAIVER. A waiver by either party of a breach by the other party 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.

6.7 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.

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

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

6.10 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.

6.11 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 herein.

DATED this _____ day of _____, 20_____.

CITY OF MARYSVILLE

BERGERABAM, INC.

By: _____

By: _____

Jon Nehring, Mayor

Robert L. Fernandes

Its: Vice President

Attested/Authenticated:

April O'Brien, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

EXHIBIT A

**EXHIBIT A-1 - SCOPE OF WORK FOR PLANS, SPECIFICATIONS, AND ESTIMATE
CITY OF MARYSVILLE FIRST STREET BYPASS
PROJECT NO. R0902**

PROJECT BACKGROUND AND OBJECTIVES

The City of Marysville (hereinafter referred to as "CITY") proposes to construct a new First Street roadway corridor between State Avenue (State Route 529 [SR 529]) and 47th Avenue NE. The scope of work under this contract to provide plans, specifications, and cost estimates (PS&E) for this project will include new pavement, curb and sidewalks, bicycle facilities, and intersections along First Street. The roadway elements and cross sections will be developed for the corridor along with portions of State, Columbia, Alder, and 47th avenues where they intersect First Street.

The drainage system will be designed, along with any treatment facilities required, by standards for stormwater runoff. The CONSULTANT shall coordinate with the utility companies to determine their needs. Additional project elements, such as traffic signals, illumination, and landscape features, will also be included in the design.

BergerABAM Inc., hereby referred to as "CONSULTANT," shall provide engineering design services to complete the work, together with their SUBCONSULTANTS, hereby referred to as "SUBCONSULTANT(S)," who shall provide other design services as described in this scope of work under the direction of the CONSULTANT.

EXHIBIT A-1
SCOPE OF WORK FOR ENGINEERING SERVICES
FIRST STREET BYPASS

TABLE OF CONTENTS

SECTION	PAGE
PROJECT BACKGROUND AND OBJECTIVES	i
INTRODUCTION	1
GENERAL PROJECT ASSUMPTIONS	1
TASK 1.0 GENERAL ACTIVITIES	2
Subtask 1.1 Project Administration and Invoicing	2
Subtask 1.2 Consultant Team Meetings and Coordination	3
Subtask 1.3 Meetings and Coordination with City of Marysville	3
Subtask 1.4 Quality Assurance	3
TASK 2.0 SURVEY AND BASE MAPPING	3
Subtask 2.1 Meetings, Correspondence, Utility Locate Coordination	3
Subtask 2.2 Right-of-Way and Parcel Research, Title Analysis, Boundaries	3
Subtask 2.3 Survey Control and GPS/State Plane Establishment	4
Subtask 2.4 Topographic Survey of 1st Street/Main Alignment	4
Subtask 2.5 Topographic Survey of Potholes/Borings	4
Subtask 2.6 Topographic Survey of Second Street/Non-Motorized Route	4
Subtask 2.7 Topographic Survey of First Street Parcels	4
Subtask 2.8 Partial Topographic Survey of 47th Avenue NE	5
Subtask 2.9 Storm Drainage System Survey	5
TASK 3.0 TRAFFIC ANALYSIS	5
Subtask 3.1 Data Collection	6
Subtask 3.2 Evaluation Framework	7
Subtask 3.3 Evaluate Traffic Operations/Circulation	7
Subtask 3.4 Alternative Analysis	7
Subtask 3.5 Traffic Operations Memorandum	8
TASK 4.0 GEOTECHNICAL ENGINEERING	8
Subtask 4.1 Geotechnical Investigation and Reports	8
TASK 5.0 SCHEMATIC DESIGN	12
Subtask 5.1 Preliminary Concepts	12
TASK 6.0 PERMITTING PS&E	14

Subtask 6.1 Preliminary Roadway Plan 15

Subtask 6.2 Preliminary Roadway Profile 15

Subtask 6.3 Cross Sections 15

Subtask 6.4 Channelization Plans 15

Subtask 6.5 Drainage Plans and Profiles 15

Subtask 6.6 Reviews and Draft Summary of Design Criteria 15

TASK 7.0 STORM DRAINAGE DESIGN..... 16

Subtask 7.1 Storm Drain Design 16

Subtask 7.2 Stormwater Treatment Pond and/or LID Facilities 17

TASK 8.0 RIGHT-OF-WAY AND PLAN PREPARATION 18

Subtask 8.1 Research 18

Subtask 8.2 Right-of-Way Plans 18

Subtask 8.3 Right-of-way Acquisition Services 19

TASK 9.0 90 PERCENT AND FINAL ROADWAY DESIGN PS&E 24

TASK 10.0 STRUCTURAL ENGINEERING..... 24

TASK 11.0 ENVIRONMENTAL PERMITTING AND SUPPORT 25

Subtask 11.1 Geotechnical Investigation Permits 25

Subtask 11.2 State Environmental Policy Act 26

Subtask 11.3 USACE Section 404 Permit (Wetland Fill)..... 27

Subtask 11.4 WDFW Hydraulic Project Approval..... 30

Subtask 11.5 City of Marysville Permits 31

TASK 12.0 UTILITY COORDINATION 31

TASK 13.0 SIGNAL AND ILLUMINATION DESIGN..... 32

Subtask 13.1 Preliminary (Permitting) Signal and Illumination Design 33

Subtask 13.2 PS&E (90 percent) Signal and Illumination Design 34

Subtask 13.3 Final (100 Percent) Signal and Illumination Design..... 35

Subtask 13.4 Bid-Ready Contract Documents..... 35

TASK 14.0 DIRECTED SERVICES..... 36

TASK 15.0 AD, BID, AND AWARD..... 36

DESIGN CRITERIA TO BE USED FOR THE PROJECT 36

ITEMS TO BE FURNISHED TO THE CONSULTANT BY THE CITY..... 37

SCHEDULE 37

INTRODUCTION

GENERAL PROJECT ASSUMPTIONS

The following list is included to confirm the understanding between the CITY and the CONSULTANT and will be used to guide the work.

- Throughout this scope of work, it is understood that the CITY will provide the CONSULTANT with one set of consolidated review comments for each draft review round. The CONSULTANT will respond to the comments and incorporate the agreed-upon resolution into the final document(s).
- It is assumed that the CONSULTANT will complete the PS&E for the project (see Task 9.0) with only one demobilization of its design staff after completion of the permitting submittal as described in Task 6.0.
- The project will be advertised for construction no later than 1 March 2019.
- Federal funding is not anticipated for this project. Therefore, it is assumed that only State Environmental Policy Act (SEPA) environmental documentation and permitting process will be followed.
- It is assumed that wetland impacts can be minimized sufficiently so that a U.S. Army Corps of Engineers (USACE) Nationwide Permit No. 14 (Linear Transportation Projects) will be used.
- A USACE Nationwide Permit No. 6 (Survey Activities) will be required for survey and geotechnical explorations in the wetland.
- Water quality treatment, but not detention, will be required for stormwater runoff. Due to poor soil conditions, it is anticipated that low-impact design (LID) may not be possible. The CONSULTANT will explore both a pond south of First Street between State and Alder avenues and LID options throughout the project site to provide water quality facilities.
- The CITY will provide relevant plans, studies, available existing mapping, and permitting histories for affected properties and identify known stakeholders.
- The CONSULTANT will provide ground-based topographic survey mapping and will provide any additional survey information to complete the design.
- With the assistance of the CONSULTANT, the CITY will procure all project permits and complete the permit commitment file. These commitments will be incorporated into the plans and specifications by the CONSULTANT.
- Underground utility marking or utility potholing is not included in this proposal. CONSULTANT will call in for any utility locates and obtain records from private utilities. If

potholing is required, this work, including flagging and disposal of material, will be provided by the CITY.

- It is anticipated that pedestrian and bicycle facilities may be separated from the roadway and provided on Second Street. The possible key design features and locations will be as shown in Task 5.0
- Up to three intersections will receive new or reconstructed signal systems. These are identified as follows.
 - First Street and State Avenue (reconstructed)
 - First Street and Columbia (new)
 - One of the following three intersections
 - a. First Street and 47th Avenue NE (new)
 - b. Second Street and 47th Avenue NE (new)
 - c. Third Street and 47th Avenue NE (reconstructed)
- The design will be performed in AutoCAD 2017.
- This scope does not include any construction phase services. Those services will be provided as a supplemental service.

The following detailed task descriptions define the scope of work (and associated engineering fee estimate) for the authorized tasks addressing the final design phase of the project.

TASK 1.0 GENERAL ACTIVITIES

This task includes all administrative efforts to complete the project on time and within budget. Subtasks will include the following and assume that the duration of this activity will be 30 months.

Subtask 1.1 Project Administration and Invoicing

The CONSULTANT shall provide administration and communications between the CONSULTANT team and the CITY. The CONSULTANT shall perform project administration tasks as follows.

- Prepare and submit monthly invoices, including a tabulation of hours expended. Prepare monthly progress reports summarizing the status of the project. Prepare and update the project schedule periodically as circumstances require or as requested by the CITY. Prepare SUBCONSULTANT agreements and perform ongoing SUBCONSULTANT coordination.
- Maintain all contract-related documentation.
- Maintain a web-based file sharing system (Newforma) that will allow CITY and CONSULTANT team members access to up-to-date project files.

Subtask 1.2 Consultant Team Meetings and Coordination

The CONSULTANT shall facilitate an average of four internal project team coordination meetings per month. Meetings shall be approximately 1 to 2 hours in duration and shall be attended by an average of four CONSULTANT team members.

Subtask 1.3 Meetings and Coordination with City of Marysville

The CONSULTANT shall facilitate an average of one meeting per month with the CITY. Meetings shall be approximately 1 to 2 hours in duration and shall be attended by an average of four CONSULTANT team members.

Subtask 1.4 Quality Assurance

The CONSULTANT shall provide quality assurance/quality control (QA/QC) for all design work in accordance with the CONSULTANT's QA/QC standards.

Deliverable(s)

- Monthly progress report and invoice (one copy)
- Updated project schedule if required (one copy)
- Updated contract forms and certifications
- QA/QC documentation for all design work will be made available to the CITY upon request

TASK 2.0 SURVEY AND BASE MAPPING

A subconsultant, Beyler Consulting, LLC (SUBCONSULTANT), will provide existing conditions topographic survey and right-of-way (ROW) and parcel boundary document research, field work, and base mapping preparation, including any traffic control and/or safety compliance requirements within CITY ROW. SUBCONSULTANT shall use the data collected in this survey effort to develop base files ready for this project's design. The overall area to be surveyed is shown on attached Exhibit 1 for reference.

Subtask 2.1 Meetings, Correspondence, Utility Locate Coordination

SUBCONSULTANT will attend meetings as requested, provide progress reports, and other correspondence as needed, as well as coordinate with utility locate providers to paint subsurface utilities within public ROWs. If the CITY requests private utility locates, SUBCONSULTANT will also coordinate it, but the costs associated with that service shall be paid directly by the CITY.

Subtask 2.2 Right-of-Way and Parcel Research, Title Analysis, Boundaries

SUBCONSULTANT will perform ROW research and determination of all ROWs through the project and review and analyze all title reports provided for the project, including easements (up to a maximum of 45 separate parcels) to be used as a basis for plotting property and ROW boundaries to be used within the base map. This effort is primarily for the main alignment route, and does not include title report analysis of the adjacent parcels of the non-motorized route along Second Street. However, it does include ROW research and determination through the non-motorized route along Second Street. This task also includes research of public survey records throughout the project, as well as research regarding survey control and controlling monuments to be used throughout the project design and construction.

Subtask 2.3 Survey Control and GPS/State Plane Establishment

SUBCONSULTANT will perform field work to locate and tie monuments that control all ROW limits and parcel boundaries throughout the entire project. This includes setting control for the project that can be used for future construction purposes. Each control point shall have state plane horizontal values assigned to it (at ground) and elevation stated at NAVD 88 datum.

Subtask 2.4 Topographic Survey of 1st Street/Main Alignment

The topographic survey will portray aboveground surface features, including but not limited to, fences, buildings, driveways, manholes, storm structures, water valves, fire hydrants, water meters, pavement limits, landscaping, retaining walls, trees greater than 6 inches in diameter at breast height (DBH), utility vaults, utility poles, and utility pedestals. Also included will be the horizontal locations of the existing underground utilities as field located by the respective utility purveyor (CallBeforeYouDig) and/or a utility locating SUBCONSULTANT (to be performed by SUBCONSULTANT and paid for by the CITY). This task will not include surveying south of the southerly ROW limits of First Street between State and Alder avenues. Surface ground data points shall be collected in a manner sufficient to plot elevation contours at 1-foot intervals. This task also includes locating up to 50 wetland flags within the topographic area for the main alignment if flagged prior to the commencement of our field work.

Subtask 2.5 Topographic Survey of Potholes/Borings

Following the initial topographic survey, additional topographic survey at approximately 10 locations may be conducted following notice from the CITY to locate geotechnical borings and potholes utilities.

Subtask 2.6 Topographic Survey of Second Street/Non-Motorized Route

The topographic survey will portray aboveground surface features, including but not limited to, fences, buildings, driveways, manholes, storm structures, water valves, fire hydrants, water meters, pavement limits, landscaping, retaining walls, trees greater than 6 inches DBH, utility vaults, utility poles, and utility pedestals. Also included will be the horizontal locations of the existing underground utilities as field located by the respective utility purveyor (CallBeforeYouDig) and/or a utility locating SUBCONSULTANT (to be performed by SUBCONSULTANT and paid for by the CITY). Surface ground data points shall be collected in a manner sufficient to plot elevation contours at 1-foot intervals.

Subtask 2.7 Topographic Survey of First Street Parcels

The topographic survey will portray aboveground surface features, including but not limited to, fences, buildings, driveways, manholes, storm structures, water valves, fire hydrants, water meters, pavement limits, landscaping, retaining walls, trees greater than 6 inches DBH, utility vaults, utility poles, and utility pedestals. Also included will be the horizontal locations of the existing underground utilities as field located by the respective utility purveyor (CallBeforeYouDig). This task is to survey the parcels lying south of the southerly ROW limits of First Street between State and Alder avenues. Surface ground data points shall be collected in a manner sufficient to plot elevation contours at 1-foot intervals.

Subtask 2.8 Partial Topographic Survey of 47th Avenue NE

This partial survey of 47th Avenue NE (Liberty) will be from the northerly limits of the survey performed under Subtask 2.6, north to the northerly limits of the crosswalk on the south side of Third Street (SR 528). The survey will identify only the limits of the sidewalks on both sides of the street, the channelization paint present, flowlines, and crown of roadway.

Subtask 2.9 Storm Drainage System Survey

Survey the location of approximately 40 storm drainage structures throughout and adjacent to the project, heading southerly to the slough to the south. Additionally, rim and invert elevation information and structure particulars will be collected, and then added to the overall base map being developed in this effort.

Assumption(s)

- The CITY will obtain right-of-entry agreements.
- All costs for utility locating will be paid directly by the CITY.

Deliverable(s)

- A file, developed in AutoCAD® Civil 3D® 2017, at 1"=20' (or similar) scale electronic base map with 1-foot contour intervals, constrained to the CITY standards, including the information listed above
- An existing ground surface model in AutoCAD® Civil 3D® 2017 and LandXML v2.0 format
- Photos, field notes, videos, and sketches captured during the survey effort

TASK 3.0 TRAFFIC ANALYSIS

DKS, a SUBCONSULTANT, shall conduct an analysis of the existing conditions, projected future traffic, and conduct an alternative analysis of proposed alternatives for the First Street bypass. As much as possible, the traffic analysis will use existing models and forecasted future traffic.

The study area includes the area bounded by

- SR 529 from First Street to SR 528
- SR 528 from SR 529 to 47th Avenue
- 47th Avenue from SR 528 to First Street
- First Street from 40th Avenue to SR 529 (proposed)

The study years for the project are

- Existing Year (2017)
- Design Year (2037)

Assumption(s)

- 2037 VISUM travel demand models from the SR 529/I-5 Interchange Justification Report (IJR) and Marysville I-5 to City Center Access Study, including all alternatives, will be provided by the CITY for use on this project.
- 2037 Synchro traffic models from the SR 529/I-5 IJR and Marysville I-5 to City Center Access Study, including all alternatives, will be provided by the CITY for use on this project.
- Study years will match the I-5 to City Center Access Study: “Existing (2017)” and “Design Year (2037)”.
- No VISSIM modeling is included in this task.
- No additional travel demand modeling will be required for this project.
- The study area for the IJR and the City Center Access Study include SR 529 from I-5 to SR 528. Additional intersections will be added to the existing models for Second Street, 47th Avenue, and the proposed First Street bypass build alternatives.
- Any additional traffic data, including signal timing, turning movement volumes, historical crash data and traffic volumes, will be provided by the CITY.
- The analysis will consider a single hour during the evening (between 4 p.m. and 5 p.m.) peak hour.

Subtask 3.1 Data Collection

The CITY shall provide all traffic models used for City Center Access Study, including:

- VISUM travel demand models for the existing year (2017) and design year (2037).
- Synchro models for the existing year (2017) and the design year (2037) PM peak hour no-build conditions.

The CITY shall provide additional traffic data, including

- Existing PM peak hour traffic turning movement volumes for each intersection within the study area.
- Traffic signal timings for all signalized intersections within the study area.
- Historical crash data for the most recent five years of available data for the study area.

SUBCONSULTANT shall review all traffic data and models provided by the CITY.

SUBCONSULTANT will create a memorandum of additional data needs, if any, to be provided by the CITY. If needed, SUBCONSULTANT will coordinate traffic data collection for up to six intersections during the PM peak hour, as identified in the data review.

Deliverable(s)

- Data and traffic model review memorandum
- Turning movement counts for up to six intersections

Subtask 3.2 Evaluation Framework

SUBCONSULTANT shall coordinate with the CONSULTANT team and the CITY to identify performance measures to be used for the evaluation of the proposed alternatives. Traffic-related performance measures may include level of service, intersection delay, travel time, and other operational measures. SUBCONSULTANT will make a written draft recommendation of the proposed evaluation framework to be used for the analysis segment and will present them at a monthly coordination meeting (no additional meeting or meeting minutes are assumed as part of this task).

Based on feedback received by the design team, SUBCONSULTANT will create a memorandum summarizing the recommended evaluation framework. This memo will be incorporated as a chapter in the final traffic operations memorandum.

Deliverable(s)

- Evaluation framework recommendation summary memorandum

Subtask 3.3 Evaluate Traffic Operations/Circulation

SUBCONSULTANT shall review the existing and design year models to ensure they reflect baseline assumptions for the study area. SUBCONSULTANT shall add up to three study area intersections into the provided traffic models. Models will be created and run for the PM peak hour only. Reports on the identified evaluation framework will be produced and measures of effectiveness tabulated for the existing and design year no-build conditions.

SUBCONSULTANT shall create a summary memorandum, including the tabulated measures of effectiveness. This memo will be incorporated as a chapter in the final traffic operations memorandum.

Deliverable(s)

- Existing year peak-hour Synchro models
- Design year peak-hour no-build Synchro models
- Existing year and design year no-build conditions summary memorandum

Subtask 3.4 Alternative Analysis

SUBCONSULTANT shall coordinate with the project team to create traffic models for up to three build alternatives, including proposed signalized intersections and roundabout alternatives. The alternatives shall include a VISUM travel demand model to determine any change in travel demand due to the proposed improvements. Synchro models will be created and run for evening peak hours. Sidra models will be created from any roundabout operation analysis needed. Reports on the identified evaluation framework will be produced and measures of effectiveness tabulated for each alternatives during the design year conditions.

SUBCONSULTANT shall create a summary memorandum, including the tabulated measures of effectiveness for each alternative. This memo will be incorporated as a chapter in the final traffic operations memorandum.

Deliverable(s)

- Design year peak-hour Synchro models for up to three build alternatives
- Build alternatives traffic analysis summary memorandum

Subtask 3.5 Traffic Operations Memorandum

SUBCONSULTANT shall create a traffic operations memorandum documenting the data collection, existing, future no-build, and build alternative traffic analysis. The traffic operations memorandum will combine each of the summary memorandums created under each of the previous tasks. Any comments or feedback from the CITY and the CONSULTANT team will be incorporated into the draft traffic operations memorandum. No recommendations will be included, as the report is expected to be one piece of a larger effort that will inform the selection of a final recommended alternative. A draft traffic operations memorandum will be submitted to the CITY for review. Following a review period, SUBCONSULTANT will respond to comments and finalize the traffic operations report.

Deliverable(s)

- Draft traffic operations memorandum
- Final traffic operations memorandum

TASK 4.0 GEOTECHNICAL ENGINEERING

Shannon & Wilson, a SUBCONSULTANT, shall provide geotechnical services for the First Street bypass project.

Subtask 4.1 Geotechnical Investigation and Reports

The purpose of this work element is to provide geotechnical engineering, design, and construction recommendations for the proposed embankment and roadway-related structures for the First Street bypass. Geotechnical engineering recommendations for the portion of the alignment in the wetland will consider the sloped embankment fill and retained fill. Both alternatives will consider ground improvement, such as wick drains, lightweight fill, and pile support. Additional geotechnical engineering recommendations will be developed for pavements and roadway widening fills.

Based on nearby borings, the project site is believed to be underlain by floodplain organics, soft estuarine (marine delta), and alluvial deposits. Explorations will be advanced to determine subsurface soil conditions and evaluate pile-supported, lightweight fill, surcharge, and staged construction embankment options. The analyses will include evaluations of embankment stability, embankment settlement, earthquake-induced hazards, and pavement design.

Subtask 4.1.1 Data Collection and Review

The approach to understanding the local geology, subsurface soils, and depth to glacially overridden soils will be to first collect and review available significant geologic and

geotechnical data for the site. The review of the existing data will guide the subsequent subsurface investigation and field and laboratory test program. The SUBCONSULTANT will review the following data.

- USGS geologic maps and reports
- Shannon & Wilson data and reports from nearby projects, including the Ebey Slough Bridge Replacement and the Marysville Wastewater Treatment Plant

Subtask 4.1.2 Field Investigation

The SUBCONSULTANT will conduct field reconnaissance to evaluate boring layout explorations for the preferred alternative. The SUBCONSULTANT will perform two borings and two cone penetration tests (CPTs) to evaluate the subsurface conditions in the portion of the bypass that lies within the wetland area between Alder Avenue and Liberty Street. The primary focus of the borings will be to obtain representative soil samples and data that will allow characterization of stratigraphy, organic content, soil strength, and compressibility. The borings and CPTs will be advanced with track-mounted equipment to depths of about 125 to 150 feet. The borings will be drilled using mud rotary techniques. Thin-walled, relatively undisturbed, soil samples will be obtained at representative depths from the two borings. In addition, the SUBCONSULTANT will perform vane shear tests at select depths to evaluate the in-situ shear strength of the upper alluvial deposits.

The SUBCONSULTANT will prepare field logs of the borings and CPTs, collect representative samples, record SPT blow counts, and present the results of the vane shear tests.

The portion of the site in the wetland is undeveloped and contains very soft surficial soils, fallen trees in the wetland, and an existing ditch. On the west, there is a 6- to 8-foot grade change and an existing ditch/creek. Temporary access will need to be constructed to provide a means to conduct the field investigations described previously. We anticipate that a 10- to 12-foot-wide access road from both the east and west will be required as explorations will be performed along the entire alignment. Additionally, a 16- by 20-foot cleared area will be required at the exploration locations. As a cost-saving measure, the SUBCONSULTANT has assumed the CITY will construct all the temporary access required to complete the exploration operations in the wetland.

Assumption(s)

- The drilling will occur sometime between 15 July and 1 September.
- Wetland access permits to advance the explorations will be obtained in other work elements described herein. These permits will provide access to the proposed exploration locations.
- All permits will be prepared by others as described in other work elements herein. All permit fees are included in other work elements described herein.

- Temporary access will be completed by the CITY and our fee does not include installation or removal of this temporary access. The CITY will provide access through their property to the wetland explorations site, including temporary removing of fencing.
- The SUBCONSULTANT will not need to pay prevailing wages to subcontractors.
- The borehole locations will be surveyed by other design team members for layout and as-built conditions.
- The borings will be drilled during normal daytime workday hours. A day of drilling will include 12 hours of combined drilling/observation/travel time. No work-hour restrictions will be imposed for field explorations.
- Relatively disturbed subsurface soil samples will be collected from the borings using the Standard Penetration Test (SPT) at intervals of 2.5 feet in the upper 20 feet and at intervals of 5 feet below 20 feet (if applicable).
- The boreholes will be backfilled to the surface.
- All boring and CPT locations are accessible with a track-mounted drill rig.
- No contamination is suspected along the alignment; therefore, no steam cleaning of drilling/sampling equipment will be done. In addition, no environmental samples will be taken.
- Investigation derived waste (IDW) that includes soil cuttings and drilling mud will be removed from the site and disposed of as part of this contract (only non-contaminated IDW).
- Traffic control services are not required

Deliverable(s)

- Results of the boring logs will be included in the geotechnical data and engineering report

Subtask 4.1.3 Laboratory Testing

The SUBCONSULTANT will perform index and consolidation testing to determine soil classification, index properties, and estimates of soil compressibility and rate of consolidation. Representative undisturbed samples will be tested to estimate the soil compressibility and rate of consolidation.

Deliverable(s)

- Results of the testing will be included in the geotechnical data and engineering report

Subtask 4.1.4 Geotechnical Analysis

Analysis and recommendations will be developed for embankment stability, embankment settlement, earthquake-induced hazards, pavement designs, and construction considerations.

4.1.4.1 Subsurface Profiles

The SUBCONSULTANT will develop a cross section and subsurface profile using the results of the field investigation program. The subsurface profile will be used for engineering evaluations that will be performed in Subtask 4.1.4.

4.1.4.2 Embankment Stability

The SUBCONSULTANT will evaluate the transverse and longitudinal slope stability of the proposed roadway embankments/retained fills for static and seismic conditions. As required to meet the stability requirements, the SUBCONSULTANT will evaluate alternative embankment options, such as pile- or lightweight-fill supported embankment, surcharge, or staged construction techniques. Ground improvement, including wick drains, will be evaluated.

Assumption(s)

- A CAD file that includes topographic contours of the existing conditions and the proposed alignment will be provided by others.
- Cross sections that contain the existing conditions and the proposed alignment will be provided by others.

4.1.4.3 Embankment Settlement

The SUBCONSULTANT will evaluate static settlement of the embankments. Considering the site is underlain by sand and silt, elastic settlements will be estimated. The consolidation test results, which will be performed using representative samples, will be used to estimate long-term consolidation and secondary settlement. The SUBCONSULTANT will evaluate the need for surcharges and/or the effects of, including ground improvement or alternative methods to construct or support the roadway as discussed in Subtask 4.1.4.2

4.1.4.4 Earthquake-Induced Hazards

The SUBCONSULTANT will use the explorations performed at the site to estimate liquefaction potential for the WSDOT/AASHTO design ground motion. Post-liquefaction settlement and stability will be based on the empirical liquefaction methods and post-liquefaction settlement correlations.

4.1.4.5 Pavement

The SUBCONSULTANT will use the explorations performed at the site to estimate pavement and subgrade thickness using the WSDOT/AASHTO pavement design methods. Pavement subgrade conditions will be based on representative cores obtained along the alignment.

Assumption(s)

- Traffic loading and frequency will be provided by other members of the design team.

4.1.4.6 Construction Considerations

The SUBCONSULTANT will address construction considerations. Issues that will be considered will depend on the embankment option selected by the design team.

Subtask 4.1.5 Geotechnical Data and Engineering Report

The SUBCONSULTANT will prepare a draft and final geotechnical data and engineering report that presents the results of Subtasks 4.1.1 through 4.1.4. The report will contain subsurface data obtained, including logs of all explorations, results of the laboratory testing, representative subsurface profile, and geotechnical analysis results and recommendations.

Deliverable(s)

- Draft and final geotechnical data and engineering reports (two hard copies and one electronic copy)

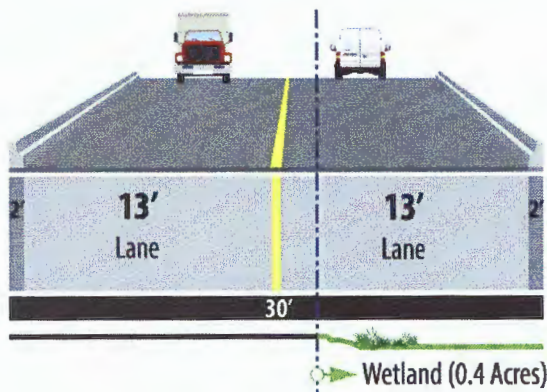
TASK 5.0 SCHEMATIC DESIGN

Subtask 5.1 Preliminary Concepts

The CONSULTANT shall provide up to three preliminary concepts for the First Street corridor. Each of the alternatives will identify critical design elements for the First Street Bypass corridor. Alternatives will address First Street intersections; roadway alignment; cross section; all roadway features within the ROW, including illumination; and any improvements to adjacent roadways. The three alternatives will be screened, using weighted criteria, to rank the various designs.

Assumption(s)

- All alternatives will have similar designs and sections between State Avenue and Alder Avenue.
- All alternatives will locate the roadway between Alder Avenue and 47th Avenue as far north as possible to minimize impacts to the wetland.
- The first alternative (Alternative C below) will consist of a two-way roadway with no median, sidewalks, or bicycle facilities between Alder Avenue and 47th Avenue. Bicycle and sidewalk facilities will be located on Second Street.
- The second alternative (Alternative A below) will consist of a single, one-way vehicular roadway eastbound between Alder Avenue and 47th Avenue, with a single sidewalk and bicycle lane adjacent to the roadway. Westbound vehicular traffic will be routed to Second Street between 47th Avenue and Alder Avenue. The section on Second Street is anticipated to include rechannelization of the existing roadway with two 12-foot lanes westbound, shared use paths or widened sidewalks and bicycle lanes, landscape strips adjacent to the vehicle lanes, and parallel parking on one or both sides of the street. No section for Second Street is available at this time.

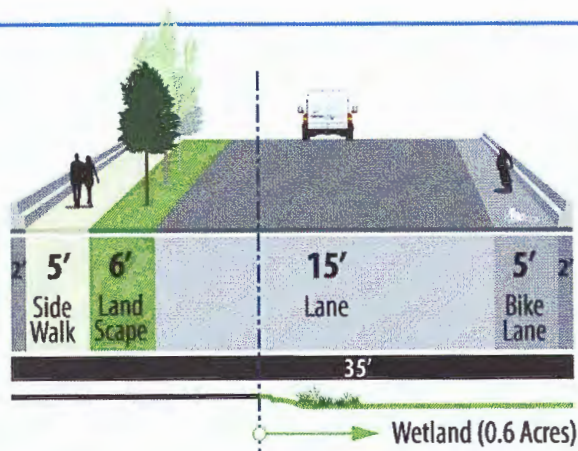


Alternative C

- Delete Sidewalk and Bike Lanes
- move Pedestrian and Cyclists to 2nd Street



First Alternative



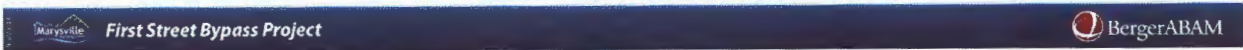
Alternative A

- 1st Street Bypass One-Way East Bound
- 2nd Street One-Way West Bound

One-Way from State Avenue to 47th Avenue North East

— OR —

One-Way from Alder Avenue to 47th Avenue North East



Second Alternative

- The third alternative will consist of two traditional 12-foot travel lanes and a 12-foot multi-use trail on one or both sides of the roadway with minimal or no landscaping. We do not have a section exhibit of this alternative at this time.

Evaluation and selection of the preferred schematic design will be based on qualitative evaluation criteria to be determined in consultation with the CITY. It is assumed that the evaluation criteria will focus on relative costs, operational characteristics of the alternatives, the footprint of each and the impact of the footprint(s) on permitting, and ROW concerns. Operational characteristics will be based on existing traffic analysis and data. Detailed operational analysis will not be provided.

It is assumed that drainage and geotechnical features of the alternatives will be similar and will not play a role in the selection of the preferred alternative. Therefore, no significant effort is anticipated in this area during the development and evaluation of the alternatives.

The development and evaluation of a schematic design concept and selection of a preferred alternative will be completed in consultation with the CITY at up to three meetings included in the scope of work for Subtask 1.3. The results of these meetings will be documented in meeting minutes as described for Subtask 1.3. The results of all schematic design efforts will subsequently be summarized in a draft and final summary design memorandum. The design memorandum will include the following.

1. A summary of design criteria for the project.
2. Schematic plans and cross sections in sufficient detail to describe the features that will be the basis of the PS&E for the First Street bypass corridor.
3. A preliminary cost estimate will be provided based on square footage estimates.
4. A discussion of the evaluation criteria and ranking of the schematic alternatives.
5. Conceptual roadway layout plans and roadway sections will be created for First Street from State Avenue to 47th Avenue NE to aid the CITY in determining the ROW needs at this location based on the alignment of the roadway.
6. A revised project schedule.

Deliverable(s)

- Draft summary design memorandum
- Final summary design memorandum

TASK 6.0 PERMITTING PS&E

The CONSULTANT shall prepare preliminary plans, as described below, for the First Street bypass using design concepts approved by the CITY. As needed and agreed to by the CITY, plan sheets may be added to, combined, and eliminated.

Design criteria shall be reviewed to meet AASHTO, Proposed Right-of-Way Accessibility Guidelines (PROWAG), WSDOT, and CITY design and code requirements. The CONSULTANT shall prepare a draft summary identifying design criteria and any variances to the Marysville Design Standards that may be necessary or appropriate. The following elements are included in this task.

Subtask 6.1 Preliminary Roadway Plan

The CONSULTANT shall assume that the preliminary roadway alignment for First Street bypass between State Avenue and 47th Avenue NE, along with alignments for all cross streets, including Alder Avenue, will remain the same as those developed during conceptual design efforts. The alignments shall be reviewed to account for the following.

- Sight distance
- Turning movements

Subtask 6.2 Preliminary Roadway Profile

The CONSULTANT shall develop a preliminary profile for the First Street bypass between State Avenue and 47th Avenue NE. The profile grade shall be reviewed to account for the following.

- Elevation of existing and future roadways and driveways
- Drainage system(s) and patterns
- Cover over existing utilities
- Edge conditions

Subtask 6.3 Cross Sections

The CONSULTANT shall prepare preliminary cross sections for the roadway section of the First Street bypass. The cross sections shall show accommodations for drainage concepts and edge conditions. To the extent possible and/or practical, the roadway section will be designed to accommodate a complete street at some future date. A complete street would accommodate vehicles, pedestrians, and bicycles, as well as landscape features and lighting along the full roadway corridor and any related facilities. The cross sections for all cross streets, including State Avenue, will not be developed or modified at this time.

Subtask 6.4 Channelization Plans

The CONSULTANT shall prepare channelization plans for the First Street bypass based on the existing traffic data and access requirements and forecasted 2035 traffic volumes for the alternative selected.

Subtask 6.5 Drainage Plans and Profiles

The CONSULTANT shall prepare drainage plans with profiles for the First Street roadway and pond and/or LID facilities based on the results of Task 2.0.

Subtask 6.6 Reviews and Draft Summary of Design Criteria

The CONSULTANT shall submit in-progress project documents to the CITY for review and comment at the completion of the preliminary design phase of the project. The CONSULTANT

shall incorporate the CITY's comments. A draft summary of design criteria shall be created to list all of the requirements of the preliminary design before the next phase of design is commenced.

Assumption(s)

- The third alternative will ultimately be selected as part of Task 5.0. Second Street will be improved to provide a multimodal facility. Up to three reconstructed or new signalized intersections will be required.
- During the Task 6.0 process, three monthly meetings will be augmented to include additional time to discuss design decisions to be made by the CITY. CONSULTANT will send design information to the CITY prior to these meetings.

Deliverable(s)

- Preliminary alignment, profile, and cross section plans
- Channelization plans
- Drainage plans and profiles
- Draft summary of design criteria

TASK 7.0 STORM DRAINAGE DESIGN

Subtask 7.1 Storm Drain Design

The CONSULTANT shall perform the following.

- Collect and review available paper and electronic record drawings and construction record drawings for existing stormwater facilities, including ponds, pipes, ditches, structures, and other features.
- Collect and review available stormwater designs, studies, and reports from WSDOT and the CITY.
- Collect available topographic information to complete basin delineations for contributing runoff areas and produce a drainage area map showing each contributing area and the proposed path for stormwater runoff from the project area, at a scale no smaller than 1"=200'.
- Prepare draft drainage report based on the preferred option established during Task 6.0.
- Meet with the CITY and other involved parties to review and discuss draft drainage report.
- Revise draft drainage report to final version that documents the design.
- Design project stormwater facilities, including pipes, inlets, catch basins, and associated structures.

Once the preferred stormwater design has been agreed upon, the CONSULTANT shall provide drainage plans and profiles.

The CONSULTANT shall prepare a drainage report per the criteria of the Washington State Department of Ecology (Ecology) Stormwater Management Manual for Western Washington (February 2012) and any additional requirements by the CITY and WSDOT.

The Drainage report shall include

1. Project overview
2. Detailed project description
3. Water quality computations
4. Stormwater conveyance calculations
5. Maintenance and operation of facilities

Assumption(s)

- Stormwater runoff from the project will be collected and conveyed to a stormwater treatment pond located between State Avenue and Alder Avenue south of First Street.
- The existing is either sufficient currently or can be upsized as part of this project to eliminate the need for flow control.
- Stormwater runoff will not infiltrate. However, the infiltration rate will be tested during geotechnical investigations.
- No underdrains will be required under the roadway sections or fills.

Subtask 7.2 Stormwater Treatment Pond and/or LID Facilities

The CONSULTANT shall perform an analysis of the area set aside for the proposed stormwater treatment pond south of First Street and east of State Avenue, which is intended to treat the runoff from the First Avenue Street bypass project. This preliminary analysis will determine the capacity of the existing area. The CONSULTANT shall develop conceptual plans to maximize the capacity of the pond within the available area and determine if any other runoff can be routed through the pond.

The CONSULTANT shall also perform an analysis of areas adjacent to the roadway corridor and within the project footprint to determine their appropriateness and feasibility to install LID facilities, such as rain gardens. If the analysis indicates that the available area for LID facilities is adequate for treating runoff, the CONSULTANT shall develop contract documents to include these facilities as a supplement to this scope.

Assumption(s)

- Stormwater runoff from the project will be collected and conveyed to a stormwater treatment pond located between State Avenue and Alder Avenue, south of First Street.
- LID options will be investigated but are not included in the fee estimate.

- Design for flow control facilities is not included in the fee estimate.

Deliverable(s)

- Draft drainage report (one electronic and two hard copy)
- Final drainage report (one electronic and two hard copies)

TASK 8.0 RIGHT-OF-WAY AND PLAN PREPARATION

Subtask 8.1 Research

Complete title report guarantees with supporting documents will be supplied by the CITY to aide in the depiction of the current boundaries per deed by Universal Field Services, a SUBCONSULTANT.

Assumption(s)

- The CITY will provide complete title report guarantees, with supporting documents, for those parcels affected by this project through ROW acquisition.
- This effort assumes up to 11 parcels.
- Monuments of any kind will not be set as part of this effort.
- This effort assumes that enough monumentation still exists to determine the necessary boundaries.

Deliverable(s)

- A single PDF summarizing the results of ROW research and affected parcels

Subtask 8.2 Right-of-Way Plans

Prepare ROW plans in compliance with the CITY requirements to identify portions of private property for the ROW acquisition required for this project. If available, complete title report guarantees, with supporting documents, will be supplied by the CITY to identify existing easements and will show those encumbrances on the ROW plans.

The CONSULTANT shall establish a centerline ROW alignment for use in defining existing and proposed ROW acquisitions. This procedure will also be used to define the limits of temporary and permanent easements. Calculations will be made to provide approximated square footage of all acquisitions.

Assumption(s)

- The ROW plans will be prepared in a WSDOT format, using centerline stationing with offsets to define the existing limits and proposed acquisition lines.

Deliverable(s)

- Draft ROW plans (seven sheets in PDF format)
- Final ROW plans (seven sheets on Mylar). Sealed and signed by a professional engineer and professional land surveyor licensed in the State of Washington

Subtask 8.3 Right-of-way Acquisition Services

There are no federal funds participating in this project; therefore, following the ROW acquisition procedures under federal and WSDOT guidelines and obtaining ROW certification through WSDOT is not required. However, it is assumed the CITY desires ROW acquisition procedures for this section of the project to follow the CITY's WSDOT-approved ROW acquisition procedures to the greatest extent practical. SUBCONSULTANT will further complete all ROW services in accordance with the Washington Administrative Code (WAC 468-100) state Uniform Relocation Assistance and Real Property Acquisition and as may be directed by the CITY.

Based on preliminary aerial mapping and exhibits provided by the CITY and discussions with CONSULTANT staff, it is assumed up to seven separate non-CITY-owned tax parcels (five larger parcels) and three separate parcels of unknown ownership may be impacted requiring the acquisition of various real property rights as shown in Table A below. It is possible the Tulalip Tribe may have ownership interests in the three parcels of unknown ownership.

TABLE A						
Parcel Data			Real Property Rights to Acquire			
No.	Tax Parcel No	Taxpayer/Owner	Partial Fee Simple	Total Fee Simple	Perm Slope Easement	Temp. Const. Easement
1	30053300102400	Fink, William J.	X		X	X
2	30053300101900	Fink, William J.		X		
3	00686200000300	Moate, Thomas & Dawn			X	X
4	00686200000400	Gelinas Karen & David			X	X
5	30053300102200	Pariwarak, Inc.	X		X	X
6	30053300102000	Pariwarak, Inc.	X		X	X
7	30053300101800	Marysville Apartments, LLC	X		X	X
8	Unknown	(abuts south of Parcel 2)		X		
9	Unknown	(abuts south of Parcels 5 & 6)	X			
10	Unknown	(Vacated 47th Ave NE)	X			

Note: It is possible the Tulalip Tribe may have ownership interests in the three parcels of unknown ownership.

Assumption(s)

- Work is based on a review of a schematic alignment plan layout provided by CONSULTANT (ROW plan not available).
- Ownership based on review of limited public online information.

- No business occupants, residential occupants, or personal property displaced by this project; therefore, relocation assistance is not required.
- ROW certification through WSDOT is not required; however, all ROW services will comply with Washington Administrative Code (WAC 468-100) state Uniform Relocation Assistance and Real Property Acquisition to the greatest extent practical.
- CITY/CONSULTANT will provide the following.
 - Preliminary commitments (title reports) for all parcels shown in Table A. If requested, SUBCONSULTANT will order title reports or any updates. The title company will bill the CITY directly for each report.
 - Approve designation of the escrow company, if any, used for this project. The escrow company will bill the CITY directly for all escrow services provided.
 - ROW plans and drawings, maps, exhibits, ROW staking, etc., as necessary.
 - Legal descriptions in electronic format for all real property rights to be acquired.
 - Form approval, in electronic format, of all legal conveyance documents prior to use (i.e., offer letters, purchase and sale agreements, escrow instructions, easements, deeds, leases, and permits).
 - Review and approval of all determinations of value, established by the project appraisers, and provide written authorization prior to offers being made to property owners.
 - Payment of any and all compensation payments to property owners, recording fees, legal services, and any incidental costs that may arise necessary to complete each transaction.
 - Confirm ownership of the three unknown parcels shown in Table A.

Subtask 8.3.1 Preparation and Administration

Discuss, strategize, and plan overall process with CITY and CONSULTANT staff. Attend project kickoff meeting with CITY and up to four progress meetings at the CITY's offices. Progress meetings can be facilitated by conference calling if preferred. Provide up to eight monthly progress reports indicating the work completed for the invoiced month and identify issues requiring the CITY's or CONSULTANT's input or assistance. SUBCONSULTANT will provide sample acquisition documents for the CITY's review and approval for use. The CITY's preapproved forms will be used when provided. When appropriate, prepare parcel files to include fair offer letters, recording and ancillary documents, a standard diary form indicating all contacts with owner(s), and other items necessary for negotiations.

Deliverable(s)

- Sample acquisition forms for project use requiring CITY approval
- Parcel acquisition files for negotiations

Subtask 8.3.2 Title/Ownership Review

Conduct further ownership research and perform reviews of existing ROW information through limited public online information and available CITY records. It is assumed the CITY or CONSULTANT will provide title reports of all impacted properties shown in Table A. If requested, SUBCONSULTANT will order title reports and/or any updates and title supplements. The title company will bill the CITY directly. Upon receipt of title reports, SUBCONSULTANT staff will conduct initial reviews of each report to assess future complications at closing and potential conflicts with utility encumbrances, etc. A parcel title summary memo for each parcel will be developed listing encumbrances and exceptions with recommendations to the CITY to either accept or clear from title. In regards to the three unknown parcels shown in Table A, the CITY will assist SUBCONSULTANT to determine ownership and the means to secure clear title.

Deliverable(s)

- Prepare seven parcel title summary memos

Subtask 8.3.3 True Cost Estimate/Project Funding Estimate

A True Cost Estimate (TCE) will be completed, because it is assumed the estimated amounts of just compensation to each property owner will exceed the CITY's WSDOT-approved appraisal waiver limit of \$25,000 and/or the acquisitions may be complicated by damaging the remainders of each parcel. The TCE will be prepared in accordance with the CITY's WSDOT-approved ROW acquisition procedures, and WSDOT's Local Agency Guidelines – Section 25 (Right-of-way Procedures). Generally, the TCE is required by WSDOT and is a tool to be used for confirming estimated ROW costs with the understanding all properties impacted will be appraised.

We anticipate there is no benefit to completing a Project Funding Estimate (PFE) or by taking advantage of the appraisal waiver process. It is assumed appraisal and appraisal review reports will be completed for each tax parcel shown in Table A.

Note: Because there are no federal funds in the project and ROW certification is not required or desired by the CITY, the TCE can be eliminated from this scope of work.

Deliverable(s)

- TCE to include 10 tax parcels of known ownership, including the 3 tax parcels of unknown ownership
- Advise CITY as to recommendation, process, and completion of either a TCE or PFE
- Coordinate with CITY to ascertain which parcels to appraise
- CITY will provide SUBCONSULTANT with copies of the TCE or PFE

- Summary sheet input – TCE or PFE

Subtask 8.3.4 Public Outreach

Introduction letters will be sent to each property owner letting them know in advance that SUBCONSULTANT is the ROW CONSULTANT. SUBCONSULTANT will assist the CITY in preparation of a boilerplate “Introduction Informational Letter” for the CITY’s delivery to all impacted property owners. The letter will describe the purpose of the project, the project schedule; identify the CITY’s consultant team, and the purpose of each.

Deliverable(s)

- Sample “Introduction Informational Letter” for delivery by CITY via regular U.S. Mail

Subtask 8.3.5 Appraisal/Appraisal Review (Real Property Valuation)

Upon completion of the TCE and with the CITY’s authorization, SUBCONSULTANT will subcontract and manage the appraisal and appraisal review process with appraisal firms previously qualified by WSDOT and certified by the State of Washington. The appraisal and appraisal review reports will be prepared in accordance with the Uniform Standards of Professional Appraisal Practices, WSDOT Local Agency Guidelines, current WSDOT Right-of-way Manual (in particular, Chapters 4 and 5), and the Uniform Act (URA).

It is assumed up to seven appraisal and appraisal review reports may be required. Total number of appraisals and appraisal reviews is subject to change based on the three parcels of unknown ownership shown in Table A, project design revisions, etc.

SUBCONSULTANT staff to attend appraisal inspections to ensure property owners understand the real property rights being appraised and to help build the trust and rapport needed to assist in reaching amicable agreements.

Appraisal scope of work and expenses for specialty studies exclude: hazardous materials research, testing, and estimating (ESA Phase 1, 2, or 3); parking modification estimates; driveway/access layouts; etc.

Completed appraisals and appraisal reviews will be submitted to the CITY for written approval, establishing the amount of just compensation to be offered to the property owner.

Assumption(s)

- For the purposes of appraisal, the two parcels in Table A owned by William J. Fink are considered a larger parcel since they are of common ownership, unity of use, and contiguous. Therefore, a single appraisal may be made of the combined parcels.
- For the purposes of appraisal, the two parcels in Table A owned by Pariwarak, Inc. are considered a larger parcel since they are of common ownership, unity of use, and contiguous. Therefore, a single appraisal may be made of the combined parcels.
- The three parcels of unknown ownership will not require appraisal.

Deliverable(s)

- Five appraisal reports
- Five appraisal review reports

Subtask 8.3.6 Acquisition Negotiation

Acquire various real property rights from seven separate tax parcels and potentially an additional three parcels of unknown ownership as shown in Table A. Upon written approval from the CITY approving the appraised amount of just compensation, SUBCONSULTANT will prepare the offer package(s) and promptly present offers to purchase all required real property interests and negotiate in good faith to reach a settlement with each property owner(s). Offers will be presented in person when at all possible.

Negotiations will be conducted in accordance with statutory and regulatory requirements and will include presentation of offers in person; coordination of administrative settlement approvals with the CITY; negotiation as necessary with lien holders, assisting escrow in the closing process; preparation and maintenance of parcel files to include fair offer letters, acquisition documents, and a standard diary form indicating all contacts with owner(s); and other items necessary for negotiations.

Negotiations shall not be deemed to have failed until at least three significant meaningful contacts have been made and documented with each owner and/or their representative through direct personal contacts. Out-of-area owner(s) will be contacted by telephone and by certified mail. If negotiations reach an impasse, SUBCONSULTANT will provide the CITY with written notification. The filing and cost of condemnation proceedings shall be the responsibility of the CITY.

Assumption(s)

- Level of effort to conduct negotiations with the three unknown parcels is subject to determination of ownership and may require an amendment to this scope of work and related fee estimate.

Deliverable(s)

- Completed acquisition negotiation files with owners of seven separate tax parcels
- Completed acquisition negotiation files with three parcels of unknown ownership

Subtask 8.3.6 Parceling

Prior to sending a settled acquisition package to the CITY for payment and closing, SUBCONSULTANT will request an update on each title report from the designated title company to ensure ownership has not changed and new encumbrances or exceptions have not been recorded. Upon review of updated title information and previously completed Parcel Title Summary Memo, SUBCONSULTANT will provide advisory assistance to the CITY in determining the most appropriate method of closing each transaction. Subject to the CITY's title clearing policies, the method of closing can be completed in-house or through a reputable escrow firm. Typically, the title company will also provide escrow services.

In-House Closing – Generally, for low-risk and uncomplicated title clearing, this method is subject to the CITY's title clearing policies and amount of acceptable risk. The signed conveyance documents and payment vouchers will be transmitted to the CITY for approval and processing. Simultaneously, SUBCONSULTANT will coordinate with recommendations to the CITY for taking title to certain exceptions and encumbrances.

Escrow Closing – Generally, for higher-risk and complicated title clearing, this method will also consider the CITY's title clearing policies. The signed conveyance documents, together with escrow instructions, will be transmitted to the CITY for approval and signature. Once CITY approval is received, the transaction package will be delivered to the designated escrow company for closing and recording. Albeit the escrow firm's responsibility, SUBCONSULTANT will work with the escrow and title company in their effort to remove unacceptable exceptions and to obtain title insurance policies for the CITY.

Deliverable(s)

- Completed parcel files and records of all ROW acquisition services

TASK 9.0 90 PERCENT AND FINAL ROADWAY DESIGN PS&E

The CONSULTANT shall prepare 90 percent, and final PS&E for CITY review. The design shall be based on the approved permitting design plans. The final contract drawings, indicated in the list of roadway drawings provided in the attached fee estimate, will be completed.

Assumption(s)

- All plans will be prepared in accordance with standard practices of the CITY. Sample plans will be provided by the CITY as a guide.
- Plans shall be prepared as follows.
 - The horizontal scale for the full-size plans will be 1" = 20'
 - The plans will be completed in AutoCAD Version 2017
 - Line types and layers will be consistent with CONSULTANT CAD standards
 - Full-size plan sheets will be 22" x 34" on standard CONSULTANT title and border
 - Plan sheets using topographic base mapping will use reference files so that the base map will remain as a single computer file. Each drawing will be a separate computer file with the base reference file as a separate CAD file

Deliverable(s)

- 90 percent plans
- Final plans
- Project special provisions at 90 percent, and final submittal stages
- Construction cost estimates at 90 percent and final submittal stages

TASK 10.0 STRUCTURAL ENGINEERING

The scope of structural engineering services required cannot be determined until geotechnical explorations and a draft geotechnical report, with recommendations, is completed. For the

purpose of estimating the level of effort for this task, it is assumed that retained embankments will be constructed using conventional structural earth (SE) walls.

Deliverable(s)

- Design and PS&E for SE walls supporting the roadway between Alder Avenue and 47 Avenue NE

TASK 11.0 ENVIRONMENTAL PERMITTING AND SUPPORT

Subtask 11.1 Geotechnical Investigation Permits

CONSULTANT understands that geotechnical investigation for the project will occur prior to construction. Therefore, we assume that separate permits for investigations will be required as the investigations will occur prior to the project permitting required for construction.

CONSULTANT will obtain permits to conduct geotechnical investigations from USACE and the CITY. CONSULTANT assumes that the Nationwide Permit (NWP) can be used to authorize the geotechnical investigations. CONSULTANT will work with SUBCONSULTANTS to assemble the necessary materials to complete an application to the USACE. CONSULTANT will prepare a Joint Aquatic Resource Permit Application (JARPA) describing the investigation procedures and site restoration. SUBCONSULTANTS will provide drawings showing the project extent and locations of proposed borings for the inclusion in the JARPA. For the investigations, we assume an Endangered Species Act (ESA) consultation will require a “no effect” letter. CONSULTANT will prepare the no effect letter for consultation. We assume that the investigation activities will be compliant with Ecology’s water quality standards and not require an individual Section 401 authorization.

CONSULTANT will work with the CITY to obtain approval to conduct the geotechnical investigation. We assume the project is exempt from review under the Critical Area Ordinance per Marysville Municipal Code (MMC) 22E.010.320 as the investigation is necessary to evaluate the proposed project. CONSULTANT will prepare a Critical Area Exemption application for CITY approval. This scope assumes that the existing wetland delineation report will be sufficient for this application.

We assume the geotechnical investigation will be exempt from SEPA approval from the CITY because the work is necessary for site information collection and research (WAC 197-11-800 [17]), which has been adopted by the CITY (MMC 22E.030.090).

Assumption(s)

- Right-of-entry, if needed, will be provided by the CITY.
- Geotechnical investigations will be confined to the maximum extent of the proposed project footprint. We assume the project area will be restored to existing conditions after the investigation, and no additional mitigation will be required.

- Shannon & Wilson will provide a proposed boring location map, indicating sample depths, for inclusion in the JARPA drawing set.
- A NWP will be required from USACE to conduct investigations within the wetland.
- Approval from the CITY will be required to conduct the investigation. We assume that a Critical Area Exemption will apply in this scenario. CONSULTANT assumes the existing wetland delineation report will be sufficient for obtaining the exemption.
- Geotechnical investigations will be exempt from SEPA review.
- CONSULTANT is not responsible any fees associated with permit review and issuance.

Deliverable(s)

- Draft and final JARPA package, including up to four drawings (vicinity map, plan view, and two sections) for the geotechnical investigations permit submittal
- Completion and submittal to the CITY of a Critical Area Exemption form, cover letter, and maps

Subtask 11.2 State Environmental Policy Act

Prior to issuance of CITY permits, including the critical areas permit (see Task 11.4), the proposed project will be subject to review under SEPA. CONSULTANT assumes that the CITY will serve as lead agency for SEPA review.

CITY will prepare a SEPA checklist, using the CITY's SEPA form, to describe the project and its potential effects, with assistance from the CONSULTANT. CONSULTANT will attend a preapplication meeting with CITY staff to discuss the SEPA review and other applicable CITY permits. Following the preapplication meeting, a draft checklist will be submitted by the CITY for review and comment. CITY will incorporate comments into a final checklist. CONSULTANT assumes the CITY will issue a mitigated determination of non-significance (MDNS) for the project.

Assumption(s)

- There is no federal funding associated with this project and no other federal nexus that would trigger separate project review under the National Environmental Policy Act (NEPA). USACE will be responsible for its own internal NEPA review for the issuance of the Section 404 permit (see Task 11.3).
- The CITY will serve as SEPA lead agency.
- CONSULTANT will compile existing information (e.g., wetland delineation report) to complete the SEPA checklist. No new reports will be prepared.
- CONSULTANT assumes that a determination of significance or environmental impact statement will not be required.

- The preapplication conference will be attended by one environmental scientist for 8 hours and will be held in Marysville.

Deliverable(s)

- Draft and final SEPA checklist for CITY review; submitted in electronic format
- Preapplication meeting agenda and meeting notes

Subtask 11.3 USACE Section 404 Permit (Wetland Fill)

A goal of the project is to prepare a design that meets the requirements of USACE (NWP) 14 Linear Transportation. General limitations for NWP 14 include a maximum of one-half acre of wetland impact. If these limitations are exceeded, an individual USACE permit will be required. An individual permit requires additional documentation and review and can increase the length of time for USACE to approve the permit. USACE is expected to renew the NWP in March 2017, which may result in new conditions or requirements for obtaining a permit. CONSULTANT has reviewed the preliminary NWP conditions and, at this time, we do not anticipate significant changes to the requirements. However, we would need to amend this scope of work if the final adopted conditions change any of our current assumptions.

As currently proposed, the project would result in approximately 1.25 acres of wetland impacts, which exceeds the NWP threshold. As part of the project design process, CONSULTANT will conduct an alternatives analysis (see Task 5.0) to select the final alignment and configuration of First Street. One of the alternative screening factors will be the avoidance and reduction of wetland impacts with the goal of reaching less than 0.5 acre of wetland impact.

The alternatives analysis will demonstrate the avoidance and minimization of impacts to wetlands consistent with agency mitigation requirements. The alternative analysis will be summarized in the JARPA.

The alternatives analysis included in this scope of work is not intended to satisfy USACE requirements for a Clean Water Act Section 404(b)(1)(b) process if USACE determines an individual permit is needed for the project. CONSULTANT will prepare a revised scope to address permitting tasks should USACE require an individual permit.

The JARPA form will be used as the application for the NWP 14 USACE permit assumed in this scope of work. We will prepare a draft JARPA, including up to six drawings prepared to JARPA standards. The form and drawings will be submitted for one round of review by the CITY. CONSULTANT will revise the JARPA to address CITY comments and prepare the JARPA for submittal to USACE. We will provide a copy of the completed JARPA to the CITY.

As part of the USACE permitting process, CONSULTANT will conduct an agency meeting with USACE and other agencies to review the project site and proposed project. The focus of this meeting will be to determine the permit process and necessary supporting documentation and review the project site. CONSULTANT will prepare an agenda and project information packet (narrative and drawings) that will be distributed prior to the meeting. CONSULTANT anticipates that USACE, Washington Department of Fish and Wildlife (WDFW), Ecology, and

the CITY will attend the meeting. Other agencies may be invited at the request of the CITY. Following the meeting, CONSULTANT will prepare and distribute meeting notes to document decisions or action items made at the meeting. At a minimum, CONSULTANT anticipates USACE will require ESA compliance, compensatory mitigation, and a cultural resources review.

Subtask 11.3.1 ESA Consultation

The proposed project will include work within wetlands that has the potential to affect species listed under the ESA. ESA-listed species are present within Ebey Slough and potentially use the project area or the surrounding uplands. CONSULTANT assumes that USACE will require ESA compliance for issuance of the Section 404 permit. CONSULTANT will confirm this with USACE at the informal agency meeting. If necessary, CONSULTANT will follow up with the U.S. Fish and Wildlife Service and NOAA Fisheries (the Services) to discuss ESA compliance for the project. CONSULTANT assumes that a biological assessment (BA) will be required to complete ESA consultation and satisfy USACE permit requirements. CONSULTANT will prepare a BA that assesses the potential impacts of the project on ESA-listed species and document CONSULTANT findings. The draft BA will be provided to the CITY for review, and CONSULTANT will prepare the final BA addressing the CITY's comments to submit to USACE for ESA consultation. CONSULTANT will work with the CITY and USACE to respond to comments from the Services during consultation.

Subtask 11.3.2 Wetland Mitigation Site Use Plan

CONSULTANT will analyze and calculate wetland and buffer impacts based on the permitting site plan and determine the amount of mitigation likely required by USACE and Ecology to compensate for the proposed impacts. To compensate for wetland impacts, CONSULTANT will prepare a mitigation site use plan that details the proposal to use credits from the agency-approved City of Marysville Advance Wetland Mitigation program. The advance mitigation site is located on CITY-owned lands in the Qwuloolt Estuary and is located within the same watershed as the proposed project.

In accordance with interagency guidance, this mitigation site use plan would document the functions and values lost from permanent wetland impacts and the functions and values provided by the advance mitigation site to confirm that the transfer of credits will appropriately ensure no net loss of wetland function or value as a result of the project.

Subtask 11.3.3 Cultural Resource Investigation

As currently proposed, the First Street bypass project will require ground disturbance (excavation and fill) within native soils. CONSULTANT assumes that USACE will require compliance with Section 106 of the National Historic Preservation Act (NHPA) for any ground disturbing activities in native soils. CONSULTANT has engaged a SUBCONSULTANT to complete a cultural resources survey of the proposed project corridor and prepare a report to complete the Section 106 review through USACE. CONSULTANT will confirm the need for cultural surveys and Section 106 review with USACE at the informal agency meeting. CONSULTANT will coordinate with SUBCONSULTANT to obtain the documentation required for submittal with the JARPA.

Assumption(s)

- The CITY expects to be able to use the credits from the agency-approved City of Marysville Advance Wetland Mitigation Program. However, there may be a need to engage other sites as part of the mitigation plan.
- The CITY has provided a wetland delineation report prepared by Wetland Resources, Inc. dated 6 October 2016. CONSULTANT will not conduct any fieldwork or additional delineations for this project. The CITY will provide digital boundaries (ArcGIS or CAD compatible) for the wetland. CONSULTANT assumes USACE will concur with the current delineation and no further fieldwork will be necessary.
- As currently proposed, the project includes more than 0.5 acre of wetland impact and would normally require an individual permit from USACE. An alternatives analysis will be completed to attempt to reduce wetland impacts below 0.5 acre to qualify for a NWP 14. CONSULTANT assumes that the project will not require an individual permit. Should USACE require an individual permit, CONSULTANT will provide a modification to complete an alternatives analysis pursuant to USACE Section 404(b)(1)(b) guidance.
- CONSULTANT assumes the JARPA drawing set will be limited to a vicinity map, existing conditions, proposed project, two typical cross sections, and one mitigation site plan.
- CONSULTANT assumes that individual water quality certification (Section 401) is not required because the project will affect less than 0.5 acre of wetlands. Should the project require an individual 401 certification, CONSULTANT will provide a modification to complete a 401 review with Ecology.
- CONSULTANT assumes that a cultural resource investigation will be required for all ground-disturbing activities in native soils. We assume that no archaeological, historical or cultural items, human remains, graves or burial offerings, sites, deposits, or structures will be located and/or will require formal recording and documentation (e.g., archaeological site form, historic property inventory forms, Tribal TCP documentation, etc.). Should any of these items be encountered during surveys, a scope modification will be provided to the CITY to cover additional time and costs to complete the documentation.
- USACE and Ecology will approve the transfer of advance mitigation credits to compensate for proposed wetland impacts. CONSULTANT will not prepare a permittee-responsible mitigation plan or pursue mitigation credit from authorized wetland mitigation banks.
- USACE will require consultation with the Services under the ESA.
- CONSULTANT will prepare for, organize, and attend an agency meeting with USACE and agency representatives (i.e., WDFW, Ecology, CITY staff) to discuss the project and permit implications. The meeting will be conducted at the CITY and is expected to last up to 4 hours, including a site visit.

- There will be one round of CITY review of the permit application materials.
- All permit application materials will be provided in electronic format.

Deliverable(s)

- Attendance by one environmental scientist at agency meeting/site visit
- Project information packets (technical narrative and conceptual drawings) for agency meeting
- Agency meeting notes
- Draft and final JARPA
- JARPA drawings
- Draft and final mitigation site use plan
- Draft and final BA
- Draft and final cultural resources report

Subtask 11.4 WDFW Hydraulic Project Approval

The project includes work within wetlands that are connected to waters of the state and have the potential to affect fish life or fish habitat. The project is, therefore, subject to the hydraulic code administered by WDFW and a hydraulic project approval (HPA) may be required. At the informal agency meeting discussed in Task 11.3, CONSULTANT will confirm with WDFW whether a HPA is required for the project. Assuming a HPA is required, CONSULTANT will prepare a request for an HPA using the WDFW online Aquatic Protection Permitting System (APPS). The project information developed for the JARPA will serve as the basis for completing the application in APPS. No additional documentation will be required to complete the application.

Assumption(s)

- SEPA approval must be completed prior to the issuance of the HPA.
- WDFW will require a HPA for work in wetlands that are connected to Ebey Slough.
- WDFW will be invited to the informal agency meeting to provide input on the HPA early in the project.
- The completed JARPA will serve as the basis for completing the online application. There will not be a draft application for the CITY to review.
- The CITY will pay any fees directly to the agency for the HPA.

Deliverable(s)

- Online HPA application

Subtask 11.5 City of Marysville Permits

Subtask 11.5.1 Critical Area Permit

The proposed project is subject to the CITY's Critical Area Ordinance and will require a permit from the CITY for construction in wetlands and its associated buffer. A wetland delineation report has previously been completed for the project and serves to document existing conditions. CONSULTANT will assemble the permit application that will include the application form, previously prepared wetland delineation report, and mitigation site use plan previously mentioned in Subtask 11.3.

This scope of work assumes that the CITY will accept the existing delineation report and mitigation site use plan for the critical area permit application and a combined report will not be necessary.

Subtask 11.5.2 Floodplain Permit

The proposed First Street bypass project will result in fill within the regulated floodplain. CONSULTANT will work with the CITY to determine the review procedure for compliance with the floodplain management provisions of CITY code (MMC 22E.020) after an alternative is selected for final design.

Assumption(s)

- SEPA compliance must be completed before local permits can be issued.
- The project will result in fill within the regulated floodplain and require review by the CITY. CONSULTANT will coordinate with the CITY to determine the floodplain review requirements.
- The CITY will pay any permit fees directly.

Deliverable(s)

- Critical Area Permit application

TASK 12.0 UTILITY COORDINATION

The CONSULTANT shall prepare a technical memorandum identifying the various utilities, both CITY-owned and franchised, and recommendations for installation, relocation, and replacement during construction. The memo shall include contact information for the franchised utilities and recommend phasing and projected time lines in consideration of the other projected construction activities. The CONSULTANT shall attend one utility coordination meeting between the CITY and the affected private utility companies.

Deliverable(s)

- Utility coordination technical memorandum

TASK 13.0 SIGNAL AND ILLUMINATION DESIGN

SUBCONSULTANT shall complete signal and illumination design as required for the First Street bypass. This work shall include illumination design for up to 3,000 linear feet of new roadway and 3,000 linear feet of existing roadway, and signal design for one new and up to three reconstructed signalized intersections (including the proposed bypass and parallel improvements as needed to be determined by the preliminary project planning).



Figure 1: Possible Signal Locations.

Assumptions

- The scope of work for design does not assume a singular proposed alternative. During the planning phase of the project, an alternative that requires illumination of First Street and/or Second Street between State Avenue and 47th Avenue NE and the revision to existing signals along those corridors may be selected. This scope assumes illumination design for up to 3,000 linear feet of new roadway and 3,000 linear feet of existing roadway and signal design for up to three signalized intersections. The three signalized intersections could be as shown in Figure 1, or others as dictated by the alternative analysis.
- For existing signalized locations, the CITY shall provide record drawings for existing signal hardware and wiring.
- The CITY staff will assist SUBCONSULTANT to open existing signal junction boxes and signal controller cabinets to verify record drawings.

- All illumination shall be decorative. The CITY shall provide models and specifications to be incorporated into the project documents.

Subtask 13.1 Preliminary (Permitting) Signal and Illumination Design

The preliminary (permitting) signal and illumination design submittal will include electronic files in AutoCAD -compatible format, and hard-copy drawings at the permitting design level for project design review.

The permitting signal design submittal shall show proposed hardware locations, including signal pole location and mast arm length; vehicular and pedestrian signal head locations; vehicle detection and pedestrian push buttons; and proposed junction box and conduit runs. Wiring will not be shown on the permitting design submittal in order to allow for revisions following agency comment or changes in the design before future submittals.

The permitting illumination design submittal shall show proposed pole locations and junction box locations. Illumination levels will be checked in AGI32 lighting analysis software. Wiring and the proposed service connection will not be shown at this level of the design to allow for design changes following agency review.

The permitting signal and illumination design plans will contain the following.

- Signal plan and pole sheets for up to three signals (six sheets)
- Signal detail sheets (up to two sheets)
- Illumination plan sheets (up to seven sheets)
- Illumination detail sheets (up to two sheets)

This submittal will also include a cost estimate for the proposed improvements. The cost estimate will include bid items for signal and illumination work to be incorporated into full cost estimate. Quantities shall not be broken down per sheet within the permitting estimate; however, backup data for quantity calculations shall be documented for use in future submittals.

SUBCONSULTANT shall prepare an outline of proposed special provision sections to be used for the project to be submitted with the permitting design submittal. This document will also identify where any project-specific special provisions will be included.

Deliverable(s)

- Preliminary permitting submittal drawings (one hard copy original, one electronic PDF of half-size drawings)
- Preliminary permitting cost estimate (one hard copy, one electronic PDF, and one electronic Excel version)
- Outline of Sections 8-20 and 9-29 special provisions expected to be used for the project (one hard copy, one electronic copy in Word 2007 or newer)

- AutoCAD files

Subtask 13.2 PS&E (90 percent) Signal and Illumination Design

The PS&E (90 percent) submittal will include electronic files in AutoCAD-compatible format, hard-copy drawings, and a technical specification outline at the 90 percent complete design level for project design review. The submittal will include any outstanding issues and/or conflicts, evaluation of risks that need resolution, and recommendations to resolve such issues.

The PS&E (90 percent) submittal is defined as being sufficiently complete to illustrate the entire scope of work under design so that all reviewers can comment on the overall project. Items of significance will also have been independently checked at this point, including items on drawings, in the specifications, or on figures in the estimate. The work will be essentially complete. Drawings will be nearly complete, and will have incorporated or resolved all comments made during the 60 percent design review and other informal reviews.

The PS&E (90 percent) signal and illumination design plans will contain the following.

- Signal plan and pole sheets for up to three signals (up to six sheets)
- Signal detail sheets (up to two sheets)
- Signal wiring sheets (up to eight sheets)
- Signal cabinet details (up to four sheets)
- Illumination plan sheets (up to seven sheets)
- Illumination detail sheets (up to two sheets)

This submittal will also include an updated cost estimate. The cost estimate, including quantity tabulation sheets, will be presented in accordance with the proposed bid item list and will be coordinated with the CITY's standard specifications.

SUBCONSULTANT shall revise and add project-specific language to the appropriate WSDOT Standard Special Provisions Sections 8-20 and 9-29, as well as complete fill-ins as needed. These sections will be provided for incorporation into the complete project specifications.

Deliverable(s)

- PS&E (90 percent) signal and illumination plan sheets (one half-size original, one electronic PDF of half-size drawings)
- PS&E (90 percent) signal and illumination cost estimate (one hard copy, one electronic PDF, and one electronic Excel version, quantities broken down per sheet)
- PS&E (90 percent) signal and illumination Section 8-20 and 9-29 Special Provisions (one hard copy and an electronic copy in Word 2007 or newer)
- Updated AutoCAD files

Subtask 13.3 Final (100 Percent) Signal and Illumination Design

The final (100 percent) design submittal will include electronic files and hard-copy drawings and details; electronic special provisions and specifications; and updated cost estimates at the 100 percent complete design level for project design review. Hard-copy sheets will match the electronic files that are submitted. The work will be essentially complete. Drawings will be complete and will have incorporated or resolved all comments made during the 90 percent PS&E design review and other informal reviews. The cost estimate will be formatted to reflect the bid item breakdown.

Deliverable(s)

- Final (100 percent) signal and illumination plan sheets (one half-size original, one electronic PDF of half-size drawings)
- Final (100 percent) signal and illumination cost estimate (one hard copy, one electronic PDF, and one electronic Excel version, quantities broken down per sheet)
- Final (100 percent) signal and illumination Section 8-20 and 9-29 Special Provisions (one hard copy and an electronic copy in Word 2007 or newer)
- Annotated 90 percent submittal review comments
- Updated AutoCAD files

Subtask 13.4 Bid-Ready Contract Documents

The bid-ready contract documents will include electronic files and hard-copy drawings and details; electronic special provisions and specifications; and updated cost estimates. Minor changes from the 100 percent design submittal will be incorporated into the contract documents. Drawings and cover sheets will be stamped and signed by the engineer-of-record, ready for advertisement by the CITY. Hard-copy sheets will match the electronic files that are submitted.

Deliverable(s)

- Bid-ready signal and illumination plan sheets (one signed half-size original, one electronic PDF of half-size drawings)
- Bid-ready signal and illumination cost estimate (one hard copy, one electronic PDF, and one electronic Excel version, quantities broken down per sheet)
- Bid-ready signal and illumination Section 8-20 and 9-29 Special Provisions (one hard copy and an electronic copy in Word 2007 or newer)
- Annotated 90 percent submittal review comments
- Updated AutoCAD files

TASK 14.0 DIRECTED SERVICES

This scope of services is based on a very preliminary concept design that has many unknowns. In order to provide an estimated level of effort for delivering the project, assumptions have been made about the project that are believed to be reasonable, but may not turn out to be true. The CONSULTANT will work collaboratively with CITY staff to deliver the project within the agreed design budget. The CONSULTANT will regularly track the cost to complete the work and will keep the CITY informed about deviations from the assumed scope of the project and the cost of additional efforts required to complete the project.

Because the project engineering budget does not include a contingency, any additional services and effort, beyond that assumed for budgeting purposes, will be provided as supplemental services. Additional efforts may include, but not be limited to, the preparation of additional drawings beyond those anticipated, as well as additional hours and effort associated with the following.

- Changes to the key features of the project as described in this scope of work.
- Structural engineering associated with anticipated poor soil conditions.
- Efforts required for third party approvals. These are most likely to involve additional efforts for project permitting activities, utility coordination, and ROW acquisition.
- Additional traffic modeling in VISSIM.
- Additional traffic signal design.

Deliverables

- As directed by the CITY

TASK 15.0 AD, BID, AND AWARD

The CONSULTANT shall respond to the contractors' field questions relating to the contract document bid package and prepare addenda as needed.

DESIGN CRITERIA TO BE USED FOR THE PROJECT

All documents prepared shall be developed according to the latest edition and amendments of the following, unless otherwise directed by the CITY.

City of Marysville Standards

- City of Marysville Engineering Design and Development Standards
- City of Marysville Comprehensive Plan
- Marysville Municipal Code

Drainage Design

- 2012 Washington State Department of Ecology Stormwater Management Manual for Western Washington

- 2012 Puget Sound Partnership Low Impact Development Technical Guidance Manual for Puget Sound

Washington State Department of Transportation Publications (where applicable)

- Standard Specifications for Road, Roadway, and Municipal Construction, English Edition, 2016 (M41-10)
- Standard Plans for Road, Roadway, and Municipal Construction, English edition (M21-01)
- Local Agency Guidelines Manual

AASHTO Publications

- Guide for the Development of Bicycle Facilities, August 1999
- A Policy on Geometric Design of Highways and Streets, 2014 (“Green Book”)

U.S. Department of Transportation, Federal Highway Administration

- Manual on Uniform Traffic Control Devices for Streets and Highways

Other Publications/Design Guides

- Americans with Disability Act (ADA)
- Highway Research Board’s Manual entitled Highway Capacity
- Standard drawings and sample documents provided by the CITY and furnished to the CONSULTANT shall be used as a guide in all applicable cases

ITEMS TO BE FURNISHED TO THE CONSULTANT BY THE CITY

The CITY will furnish the CONSULTANT with copies of documents that are available to the CITY that will facilitate the preparation of PS&E and reports. These are as follows.

- Record drawings as available
- Example plans and specifications
- Front-end specifications for bid document
- CITY sign and illumination standard special provisions
- A list of utilities and other agencies having jurisdiction in the project area
- Bid tabulations of previous projects as available
- Utility locates
- Access for borings or other areas as needed during the design phase

SCHEDULE

Work shall be completed in the general sequence and time frame set for in the attached preliminary project plan. The overall intent of the attached plan is to advertise the project for construction by 2019 so that it would be operational before, or soon after, the completion of the I-5/SR 529 Interchange project, which is to be completed by WSDOT using a design-build procurement method.

**EXHIBIT E-1: CONSULTANT FEE DETERMINATION
FIRST STREET BYPASS**

86
BergerABAM Costs
1/31/2017

DIRECT SALARY COSTS (DSC) for BergerABAM, Inc.

<u>Personnel</u>	<u>Hours</u>		<u>Hourly Rate</u>		<u>Direct Salary Cost</u>
1 Principal	120	X	\$90.63	= \$	10,875.60
2 Project Manager	1,215	X	\$59.86	= \$	72,729.90
3 Project Engineer	1,672	X	\$41.35	= \$	69,137.20
4 Civil Designer	1,797	X	\$40.10	= \$	72,059.70
5 Natural Resources	900	X	\$49.60	= \$	44,640.00
6 Landscape Architect	271	X	\$35.80	= \$	9,701.80
7 CADD/Graphics	1,070	X	\$38.14	= \$	40,809.80
8 Proj Coord/Admin	297	X	\$34.72	= \$	10,311.84
	<u>7,342</u>				
TOTAL DIRECT SALARY COSTS (DSC) = \$					330,266
Escalation = 7.50%					\$ 355,036
Overhead (OH) 168.00% of (DSC) = \$					596,460
Profit 10.00% of (DSC + OH) = \$					95,150
TOTAL SALARY COSTS (DSC + OH + FF) = \$					1,021,876

DIRECT NONSALARY COSTS (DNCS)

Mileage for Site Visits & Meetings	7,000	miles @	\$ 0.535	\$	3,745
TOTAL REIMBURSABLE EXPENSES (DNCS) = \$					3,745

TOTAL BERGER/ABAM FEE = \$	1,025,621
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SUBCONSULTANTS

DKS Associates	\$	202,000
Shannon and Wilson	\$	157,000
Beyler Consulting	\$	118,000
Universal Field Services	\$	88,000
Drayton Archaeology	\$	4,800

TOTAL SUBCONSULTANT FEES = \$	569,800
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TOTAL AUTHORIZED AMOUNT = \$	1,595,421
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TOTAL CONTRACT AMOUNT = \$	1,595,421
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Index #6

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 2-13-2017

AGENDA ITEM:	
Amendment No. 1 To Interlocal Cooperation Agreement for the Use of a Mobile Communications Vehicle	
PREPARED BY:	DIRECTOR APPROVAL:
Diana Rose	
DEPARTMENT:	
Executive	
ATTACHMENTS:	
2 Original Contracts	
BUDGET CODE:	AMOUNT:
N/A	\$0.00
SUMMARY: This Amendment will allow for the Use and Housing of one Snohomish County Mobile Communications Vehicle at the Public Safety Building	

RECOMMENDED ACTION: Authorize the Mayor to sign the Amendment No. 1 to Interlocal Cooperation Agreement for the Use of a Mobile Communications Vehicle
--

**AMENDMENT NO. 1 TO INTERLOCAL COOPERATION AGREEMENT
FOR THE USE OF A MOBILE COMMUNICATIONS VEHICLE**

THIS AMENDMENT NO. 1 TO INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN SNOHOMISH COUNTY AND THE CITY OF MARYSVILLE FOR THE USE OF A MOBILE COMMUNICATIONS VEHICLE (the “First Amendment”) is made and entered into this ____ day of October, 2016, by and between Snohomish County, a political subdivision of the State of Washington (the “County”), and the City of Marysville, a municipal corporation of the State of Washington (the “City”) (collectively the “Parties”).

RECITALS

A. The County and the City executed an agreement entitled “Interlocal Cooperation Agreement by and between Snohomish County and the City of Marysville for the Use of a Mobile Communications Vehicle” (the “Original Agreement”).

B. The County and City, along with Fire Protection District No. 12, also previously executed an agreement entitled “Interlocal Cooperation Agreement by and between Snohomish County, the City of Marysville, and Fire Protection District No. 12 for the Housing of a Mobile Command Vehicle” (the “Housing Agreement”).

C. The Housing Agreement expired at which time the County ceased to house the Incident Command and Communications Center, #NE001 (the “CommVan”) described in the Original Agreement in the City of Marysville.

D. The parties agree that it is in the best interests of the region’s first responders and the citizens they serve that the CommVan be housed within the City of Marysville. Pursuant to this Amendment, the City is compensated for the use of space by the CommVan’s proximate location in the event it is needed for dispatch within the City’s jurisdiction.

E. The County and the City wish to now amend the Original Agreement to allow for the housing of the CommVan in the City of Marysville in order to provide the maximum potential benefit when dealing with major emergencies and disasters and other law enforcement functions.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual benefits conferred on both parties, the parties agree as follows:

Section 1. Section 1 of the Original Agreement is amended to read in its entirety as follows:

Term. This Agreement shall be effective as of the date of posting of this Agreement on the County's website as required by RCW 39.34.040. This term of this Agreement shall end on December 31, 2018, unless terminated by either Party pursuant to either Section 13(a) or Section 13(b) hereof or unless terminated by mutual agreement of the Parties. This Agreement may be renewed, at the discretion of the Parties, for successive five (5) year terms, PROVIDED, HOWEVER, that such renewals shall be evidenced by a written amendment in accordance with Section 15 and, PROVIDED, FURTHER, that the cumulative duration of the initial term of the Agreement and all renewals thereto shall not exceed twenty (20) years.

Section 2. Section 3 of the Original Agreement is amended to read in its entirety as follows:

Communications Vehicle: Housing and Maintenance. Upon delivery by the County, one CommVan shall be housed by the City in the City facility known as Fire Station 61 (the "Fire Station"). The City represents and warrants that it has full authority to house the CommVan at the Fire Station, and that no further authority is required or necessary.

The City shall provide the daily or routine activities enumerated in the checklist attached hereto as Exhibit A and incorporated herein by this reference (the "Checklist"), with the frequency indicated in the Checklist, on the CommVan, PROVIDED, HOWEVER, that the City will not be required to perform Checklist activities on the CommVan during any 24-hour period during which the Van has been dispatched and is not on site at the Fire Station. Regular maintenance and extraordinary maintenance for the CommVan shall be provided by the County.

The City shall maintain records of its daily or routine activities with respect to the CommVan in the form of the Checklist. The County may, at reasonable times, inspect the Checklist and all other books and records of the City relating to its performance under this Agreement. The City shall each keep all records required by this Agreement for audit purposes for seven (7) years after termination of this Agreement, PROVIDED, HOWEVER, that the City shall surrender its records concerning the CommVan to the County upon its request if this Agreement is terminated.

Except when removed from the Fire Station for maintenance or dispatch, the CommVan shall be housed inside a fully-enclosed and secured facility at the Fire Station. Access to vehicles by authorized deployment personnel shall be arranged with the City.

Section 3. The Original Agreement is amended to include the attached Exhibit A, incorporated herein by this reference.

Section 4. All other terms and conditions of the Original Agreement shall remain in full force and effect except as expressly modified by this First Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the day and year first written above.

COUNTY:

CITY:

Snohomish County, a political subdivision of the State of Washington

City of Marysville, a municipal corporation of the State of Washington

By _____
Name: _____
Title: _____

By _____
Name: _____
Title: _____

Approved as to Form:

Approved as to Form:

Deputy Prosecuting Attorney

City Attorney

Approved as to insurance and indemnification provisions:

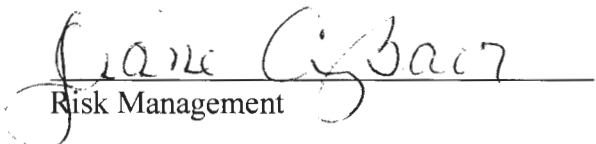

Risk Management

Exhibit A
 Van Safety Check and Cleaning Sheet
 COMVAN North

Daily	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17		18	19	20	21	22	23	24	25	26	27	28	29	30	31	
Fuel, Oil and Water Levels																																	
Lights																																	
Brakes																																	
Windshield Wipers																																	
Tires (Visual)																																	
Radio (Vol. & Frequency)																																	
Fire Extinguisher																																	
Gas Card																																	
Maps																																	
Portable Radio 800Mh																																	
Weekly																																	
Fan Belts																																	
Tire Pressure																																	
Generator (Oil & Run)																																	
Loose Bolts, Nuts, Etc.																																	
Equipment																																	
Initials																																	

Exhibit A TO INTERLOCAL COOPERATION AGREEMENT
 FOR THE USE OF A MOBILE COMMUNICATIONS VEHICLE

Index #7

CITY OF MARYSVILLE AGENDA BILL**EXECUTIVE SUMMARY FOR ACTION****CITY COUNCIL MEETING DATE: 02/13/2017**

AGENDA ITEM:	
Snohomish County Human Services Grant	
PREPARED BY:	DIRECTOR APPROVAL:
Tara Mizell	
DEPARTMENT:	
Parks, Culture and Recreation	
ATTACHMENTS:	
Yes	
BUDGET CODE:	AMOUNT:
	\$15,000.00
SUMMARY:	

The Parks, Culture and Recreation Department has been awarded a renewal grant-in-aid agreement through Snohomish County Human Services Department to offset personnel costs and benefits for senior programs. The total grant of \$15,000 will cover part of the salary for the program clerk assigned to the community center.

The Parks, Culture and Recreation Department will generate all reporting documents required by Snohomish County for this grant.

RECOMMENDED ACTION:

Staff recommends that the Council authorize the Mayor to sign the Snohomish County Human Services Grant agreement.



SNOHOMISH COUNTY HUMAN SERVICES DEPARTMENT
 3000 ROCKEFELLER AVENUE, M/S 305 | EVERETT, WA 98201
 (425) 388-7200

CONTRACT SPECIFICS:			
Contract Number: <u>A-17-76-01-200</u>		Title of Project/Services: <u>Senior Center Projects</u>	
Maximum Contract Amount: \$15,000	Start Date: 01/01/2017	End Date: 12/31/2017	Status Determination: <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Contractor

CONTRACTING ORGANIZATION:			
Name:	<u>City of Marysville/Ken Baxter Senior Community Center</u>	Unique Entity Identifier:	<u>07658673</u>
Address:	<u>6915 Armar Road</u>	Contact Person:	<u>Maryke Burgess</u>
City/State/Zip:	<u>Marysville, WA 98270</u>	Telephone:	<u>(360) 363-8450</u>
IRS Tax No. \ EIN:	<u>91-6001459</u>	Email Address:	<u>mburgess@marysvillewa.gov</u>

FUNDING:			
Funding Authority:	<u>County General Fund; 1/10th of 1% Sales Tax</u>	Funding Specifics:	<u>SCCO 16-097; RCW 82.14.460</u>
Federal Agency:	<u>N/A</u>	CFDA No. & Title:	<u>N/A</u>
Federal Award ID No:	<u>N/A</u>	Federal Award Date:	<u>N/A</u>

County Program Division: <u>Long Term Care & Aging</u>	County Contact Person: <u>John Peterson</u>	Contact Phone Number: <u>425-388-7307</u>
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Additional terms of this Contract are set out in and governed by the following, which are incorporated herein by reference:

Basic Terms and Conditions Agreement HSD- 2015-103-200, maintained on file at the Human Services Department:			
Specific Terms and Conditions	Attached as	Exhibit A	HIPAA/Business Associate Agreement w/Attachment 1 Attached as Exhibit H
Statement of Work	Attached as	Exhibit B	Major Incident Policy Procedure Attached as Exhibit I
Approved Contract Budget	Attached as	Exhibit C	Regional Senior Center Standards Attached as Exhibit M

In the event of any inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order: (a) appropriate provisions of state and federal law, (b) Specific Terms and Conditions, (c) Basic Terms and Conditions, (d) other attachments incorporated by reference, and (e) other documents incorporated by reference.

THE CONTRACTING ORGANIZATION IDENTIFIED ABOVE (HEREINAFTER REFERRED TO AS AGENCY), AND SNOHOMISH COUNTY (HEREINAFTER REFERRED TO AS COUNTY), HEREBY ACKNOWLEDGE AND AGREE TO THE TERMS OF THIS CONTRACT. SIGNATURES FOR BOTH PARTIES ARE REQUIRED BELOW. BY SIGNING, THE AGENCY IS CERTIFYING THAT IT IS NOT DEBARRED, SUSPENDED, OR OTHERWISE EXCLUDED FROM PARTICIPATING IN FEDERALLY FUNDED PROGRAMS.

FOR THE CONTRACTING ORGANIZATION:

FOR SNOHOMISH COUNTY:

(Signature) (Date)

Mary Jane Brell Vujovic, Director
Department of Human Services (Date)

(Title)

EXHIBIT A

SPECIFIC TERMS AND CONDITIONS

SENIOR CENTER PROJECTS

I. DOCUMENTS INCORPORATED BY REFERENCE

In performing the services under this Contract, the Agency shall comply with the following documents incorporated by reference and maintained on file at the Division of Long Term Care and Aging (LTCA):

- A. LTCA Program Instructions;
- B. Multipurpose Senior Center Guidelines (hereinafter Guidelines), as now or hereafter amended, published by the Washington State Aging and Long-Term Support Administration; and
- C. *Senior Center Standards and Self-Assessment Workbook: Guidelines for Practice*, 1990 Edition, The National Council on the Aging, Inc.

II. REPORTING REQUIREMENTS

The Agency shall submit required reports on a format supplied or approved by LTCA. Overdue reports shall delay payment to the Agency until the next billing month.

<u>Report Titles</u>	<u>Due</u>
Quarterly Senior Center Participant and Volunteer Hours Tracking Report	15th of the month following the reporting quarter.
Annual Survey Report	April 15, 2017.
A. To be counted as a participant, a person must be a Snohomish County resident age 55 or older, who has signed in and participated in a face-to-face activity and for whom the Agency has a name, date of birth, and address.	
B. Quarterly Participant and Volunteer Hours Tracking Report shall include:	
1. Unduplicated count of participants by reporting quarter and year-to-date;	
2. The number of participants residing outside of the city in which the Agency is located, by reporting quarter and year-to-date; and	

3. The number of volunteer hours by reporting quarter and year-to-date.

C. Quarterly Program Evaluation Project Report

1. Exhibit B, Statement of Work, Section II, Minimum Service Requirements, describes program evaluation projects.
2. Quarterly reports shall be submitted on a form submitted by LTCA.

III. HOURS OF SERVICE

The Agency will be open and provide services during its normal business hours of 10:00 AM to 3:00 PM Monday through Friday.

IV. REIMBURSEMENT

The request for reimbursement must be submitted on forms approved by LTCA. The monthly billing shall be based on allowable expenses and be accompanied by monthly expenditure reports showing line-item expenditures corresponding to the Approved Budget or amended Approved Budget Exhibit C.

V. TRAINING REQUIREMENTS

The Agency shall establish a training plan for all employees performing services under this Contract. The plan shall provide for orientation of new employees and ongoing in-service training for continuing employees. The training must be provided by qualified persons and will include either formal training sessions or on-the-job training. The dates and topics of training received shall be documented in a central file or in the personnel files of all employees who have received the training.

VI. EMERGENCY PROCEDURES

The Agency must establish a written plan that describes procedures to be followed in the event a client becomes ill or is injured while at the Agency's Center or if staff is in the client's home. The plan must be thoroughly explained to staff and volunteers.

VII. CLIENT GRIEVANCE PROCEDURE

Written information regarding the Client Grievance Procedure shall be posted in a place readily visible to clients.

VIII. STAFF REQUIREMENTS

The Agency shall retain sufficient qualified staff (paid or volunteer) to perform the following services:

- A. Administration and staff supervision;
- B. Accounting;
- C. Clerical services; and
- D. Custodial services.

IX. NON DISCRIMINATION

In addition to the provisions contained in the Basic Terms and Conditions Agreement (referenced on the Contract face page) between the Agency and Snohomish County, the following term applies:

The Agency and any subcontracting party shall comply with the Washington State Regulations for Barrier-Free Facilities, WAC 51-50-005, as amended. The Agency and subagencies shall provide barrier-free access to and egress procedures from facilities, meeting places, and structures that will enable the use of all program services for the disabled community.

EXHIBIT B

STATEMENT OF WORK

SENIOR CENTER PROJECTS

I. SERVICE DEFINITION

The Agency shall operate, or provide for the operation of a Senior Center. A Senior Center is a community facility where Snohomish County residents age 55 and over meet, receive services and participate in activities that enhance their dignity and support their involvement in the life and affairs of the community.

II. MINIMUM SERVICE REQUIREMENTS

A. The Agency shall:

1. Continue to provide a minimum of six (6) different services/programs. Service areas include, and are not limited to: social needs, intellectual needs cultural needs, economic needs, physical needs, personal growth, leadership potential, self-image improvement, intergenerational, and cooperative with other agencies.
2. Collect accurate participant data that supports successful completion of the Quarterly Participant and Volunteer Hours Tracking report. To be counted as a participant, a person must be a Snohomish County resident, age 55 or older, who has signed in and participated in an Agency-sponsored face-to-face activity and for whom the Agency has a name, date of birth and address.
3. By January 30, 2017 provide in writing to LTCA staff, a plan for providing opioid education that includes the proper use, handling and disposal of prescription medication with a specific emphasis on opioids, at least twice annually, within the Center.
4. Comply with the Program Survey process including:
 - a. By January 30, 2017, provide in writing to LTCA staff, a list of programs/activities that are provided at the Center's facility and that closely align with the priorities of the 1/10 of 1% Chemical Dependency and Mental Health program requirements; and
 - b. Conduct a survey, provided by LTCA staff, of all participants of the programs/activities that are provided at the Center's facility on February 23, 2017.

5. Organize and operate the Center in compliance with Snohomish County's senior center standards which are derived from the NISC Accreditation Standards and are included as Exhibit M attached to the Contract and incorporated therein by this reference (the "Snohomish County Senior Center Standards").
- B. The Agency shall promptly forward all required reporting forms completed in prescribed detail and submitted on the dates set forth by the County. Overdue reports shall delay payment to the Agency until the next billing month.
 - C. The Agency shall work with the County to establish protocols for data entry, data transfer and data sharing.
 - D. The Agency shall send a representative to the Council on Aging Senior Center Committee.

III. MONITORING

The Agency will cooperate with LTCA as it conducts its assessment of senior center operations against the Senior Center Standards and County criteria for funding.

**EXHIBIT C
CONTRACT BUDGET - COST REIMBURSEMENT
SENIOR CENTER PROJECTS**

AGENCY NAME: City of Marysville / Ken Baxter Senior Community Center
CONTRACT PERIOD: 1/1/2017 to 12/31/2017

FUNDS AWARDED UNDER CONTRACT:

REVENUE SOURCE	FUNDING PERIOD	AMOUNT	AMENDMENT	TOTAL AMOUNT
County General Revenue	1/1/2017 - 12/31/2017	\$ 7,500		\$ 7,500
1/10th of 1% Sales Tax	1/1/2017 - 12/31/2017	\$ 7,500		7,500
				-
				-
				-
				-
TOTAL FUNDS AWARDED:		\$ 15,000	\$ -	\$ 15,000

MATCHING RESOURCES:

N/A

TOTAL MATCHING RESOURCES: \$ -

MATCH REQUIREMENTS FOR CONTRACT: % N/A AMOUNT: _____

OTHER PROGRAM RESOURCES (Identify):

SOURCE	FUNDING PERIOD	AMOUNT
TOTAL OTHER RESOURCES:		\$ -

EXPENDITURES

CATEGORY	FUND SOURCE County General Revenue	FUND SOURCE 1/10 of 1% Sales Tax	FUND SOURCE	FUND SOURCE	FUND SOURCE	FUND SOURCE	TOTAL	MATCHING RESOURCES	OTHER RESOURCES
Salaries/Wages	\$ 7,500	\$ 7,500					\$ 15,000		
Benefits							-		
Supplies/Minor Equip.							-		
Prof. Services							-		
Postage							-		
Telephone							-		
Mileage/Fares							-		
Meals							-		
Lodging							-		
Advertising							-		
Leases/Rentals							-		
Insurance							-		
Utilities							-		
Repairs/Maint.							-		
Client Flex Funds							-		
Printing							-		
Dues/Subscrip.							-		
Regis./Tuition							-		
Machinery/Equip.							-		
Administration							-		
Indirect							-		
Miscellaneous							-		
							-		
Misc. Construction							-		
Acquisition							-		
Relocation							-		
							-		
TOTAL	\$ 7,500	\$ 7,500	\$ -	\$ -	\$ -	\$ -	\$ 15,000	\$ -	\$ -

EXPENDITURE NARRATIVE

AMOUNT	CATEGORY	NARRATIVE (provide justification describing each category supported with funds awarded under this contract)
\$ 15,000	Salaries/Wages	Salary - Part-time Assistant Senior Center Coordinator
\$ 15,000	TOTAL	

DETAIL SALARIES / WAGES

POSITION	FUND SOURCE	% OF TIME TO FUND SOURCE	TOTAL MONTHLY	MONTHLY CHARGE TO FUND SOURCE	# OF MONTHS	TOTAL CHARGE TO FUND SOURCE
Program Clerk	County General Revenue and 1/10th of 1% Sales Tax	100.00%	\$1,250	\$1,250	12.00	\$15,000
					TOTAL:	\$15,000

NOTE: Above figures may reflect rounding

EXHIBIT H
HIPAA / BUSINESS ASSOCIATE AGREEMENT
SENIOR CENTER PROJECTS

I. PURPOSE

The Agency will receive, have access to or create Protected Health Information, as that term is defined below, in order to provide services on behalf of the County under the Contract. The purpose of this Exhibit is to provide assurances regarding responsibilities to maintain strict confidentiality, under the Health Insurance Portability and Accountability Act (Pub. L. No. 104-191) (“HIPAA”) and the implementing regulations promulgated thereunder, 45 CFR Parts 160 and 164 (the “HIPAA privacy regulations”), of individually identifiable health information (“Protected Health Information” or “PHI”) to which Agency gains access under this Contract. The HIPAA privacy regulations provide that a covered entity is permitted to disclose Protected Health Information to a business associate and allow the business associate to obtain and receive Protected Health Information, if the covered entity obtains satisfactory assurances in the form of a written agreement that the business associate will appropriately safeguard the Protected Health Information. For those purposes, the Agency is a business associate of the County.

II. DEFINITIONS

- A. “Authorized User(s)” means an individual or individuals with an authorized business requirement to access Confidential Information.
- B. “Disclose” and “disclosure” mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Agency’s internal operations or to other than its employees.
- C. “Hardened Password” means a string of at least eight characters containing at least one alphabetic character, at least one number and at least one special character such as an asterisk, ampersand or exclamation point.
- D. “Individual” means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

- E. "Protected Health Information" has the same meaning as that term is defined in 45 C.F.R. § 160.103, limited to the information created or received by Agency from or on behalf of the County.
- F. "Required by law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information that is enforceable in a court of law. "Required by law" includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; statutes or regulations that require the production of information.
- G. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a Hardened Password, passphrase or other mechanism, authenticates a user to an information system.
- H. "Use" or "uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such information within Agency's internal operations.
- I. Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms are defined in the HIPAA privacy regulations.

III. OBLIGATIONS OF AGENCY

- A. Use and Disclosure. The Agency shall not use or further disclose Protected Health Information other than as permitted or required by this Contract or as required by law.
- B. Appropriate Safeguards. The Agency shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Exhibit.
- C. Mitigation. The Agency shall mitigate, to the extent practicable, any harmful effect that is known to Agency of a use or disclosure of Protected Health Information by Agency in violation of the requirements of this Exhibit.
- D. Reporting Unauthorized Use or Disclosure. The Agency shall report to the County within five (5) business days any use or disclosure of Protected Health Information not provided for by this Exhibit of which it becomes aware.
- E. Use of Agents and Subagencies. The Agency shall require that each of its agents and subagencies to whom it provides Protected Health Information received from or created or received by Agency on behalf of the County agree

in writing to the same restrictions and conditions that apply through this Exhibit to Agency with respect to such information.

- F. Individual Access. The Agency shall provide access, at the request of the County, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.
- G. Amendments to Protected Health Information. The Agency agrees to make any amendments to Protected Health Information that the County directs or agrees to pursuant to 45 C.F.R. § 164.526 within ten (10) business days of the County's request.
- H. Agency Compliance Records. The Agency shall make its internal practices, books and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Agency on behalf of, the County available to the County in the time and manner designated by the County, for purposes of the County determining the Agency's compliance with the HIPAA privacy regulations.
- I. Documentation and Accounting of Disclosures. The Agency shall document disclosures of Protected Health Information and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. The Agency further agrees to provide the County with such accounting within ten (10) business days of its request to respond to a request by an Individual for an accounting of disclosures in accordance with 45 C.F.R. § 164.528.

IV. PERMITTED USE AND DISCLOSURE BY AGENCY

- A. General Use and Disclosure. Except as otherwise limited by this Exhibit, the Agency may use or disclose Protected Health Information to perform its obligations and services to the County, provided that such use or disclosure would not violate the HIPAA privacy regulations if done by the County.
- B. Specific Use and Disclosure Provisions.
 1. Except as otherwise limited in this Exhibit, the Agency may use Protected Health Information for the proper management and administration of the Contract or to carry out the legal responsibilities of the Agency.
 2. Except as otherwise limited in this Exhibit, the Agency may disclose Protected Health Information for the proper management and administration of the Agency, provided that disclosures are required by law,

or Agency obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Agency of any instances of which it is aware in which the confidentiality of the information has been breached.

3. Except as otherwise limited in this Exhibit, the Agency may use Protected Health Information to provide data aggregation services to the County as permitted by 42 C.F.R. § 164.504(e)(2)(i)(B), if applicable.
4. The Agency may use Protected Health Information to report violations of law to appropriate federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1).

V. OBLIGATION OF COUNTY

The County shall notify the Agency of any known future restrictions or limitations on the use of Protected Health Information that would affect Agency's performances of services under the Agreement, and Agency shall thereafter restrict or limit its uses and disclosures accordingly.

VI. TERMINATION FOR CAUSE

- A. In addition to and notwithstanding the termination provisions in the Contract, upon the County's discovery of a material breach by Agency of the provisions of this Exhibit, the County may:
 1. Provide an opportunity for Agency to cure the breach or end the violation and terminate the Contract if Agency does not cure the breach or end the violation within the time specified by the County; or
 2. Immediately terminate the Contract if Agency has breached a material term of the Contract and cure is not possible.
- B. If neither termination nor cure is feasible, the County shall report the violation to the Secretary of the United States Department of Health and Human Services.

VII. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

- A. Except as provided in Section VII.B below, upon termination for any reason or expiration of the Contract, the Agency shall within ten (10) business days of such termination or expiration return or destroy all Protected Health Information

received from the County, or created or received by the Agency on behalf of the County. This provision shall apply to Protected Health Information that is in the possession of subagencies or agents of Agency. The Agency shall retain no copies of the Protected Health Information.

- B. In the event that the Agency determines that returning or destroying the Protected Health Information is infeasible, the Agency shall provide to the County notification of the conditions that make return or destruction infeasible. If return or destruction is infeasible, the Agency shall extend the protections of this Exhibit to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as the Agency maintains such Protected Health Information. This provision shall survive termination of the Contract.

VIII. HITECH COMPLIANCE

- A. The Agency acknowledges and agrees to follow the provisions of the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"). The HITECH Act outlines the Agency's obligations when addressing privacy, security and breach of notification.
- B. In the event of a breach of unsecured protected health information (PHI) or disclosure that compromises the privacy or integrity of PHI, the Agency shall take all measures required by state or federal law. The Agency shall provide the County with a copy of its investigative results and other information requested. The Agency shall report all PHI breaches to the County.
- C. The Agency shall notify the County within one (1) business day by telephone and in writing of any acquisition, access, use or disclosure of PHI not allowed by the provisions of this Agreement of which it becomes aware, and of any instance where the PHI is subpoenaed, copied or removed by anyone except an authorized representative as outlined in 45 CFR §§164.304, 164.314 (a)(2)(C), 164.504(e)(2)(ii)(C), and 164.400-.414.
- D. The Agency shall notify the County within one (1) business day by telephone or e-mail of any potential breach of security or privacy. The Agency shall follow telephone or e-mail notification with a secured faxed or other written explanation of the breach, to include the following: date and time of the breach, medium that contained the PHI, origination and destination of PHI, the Agency's personnel associated with the breach, detailed description of PHI, anticipated mitigation steps, and the name, address, telephone number, fax number, and e-mail of the individual who is responsible for the mitigation. The Agency shall address communications to:

Snohomish County Human Services
 3000 Rockefeller Avenue, MS 305
 Everett, WA 98201.

IX. MISCELLANEOUS

- A. No Third Party Beneficiaries. Nothing in this Exhibit shall confer upon any person other than the parties and their respective successors or assigns any rights, remedies, obligations or liability whatsoever.
- B. Interpretation. Any ambiguity in this Exhibit shall be resolved in favor of a meaning that permits the County to comply with the HIPAA and HITECH privacy regulations.
- C. Amendments. The parties agree to take such action as is necessary to amend the requirements under this Exhibit from time to time as is necessary for the County to comply with the requirements of the HIPAA and HITECH privacy regulations as may be amended or clarified by any applicable decision, interpretive policy or opinion of a court of the United States or governmental agency charged with the enforcement of the HIPAA and HITECH privacy regulations.

X. DATA SECURITY REQUIREMENTS

A. Data Transport.

When transporting Confidential Information electronically, including via email, the data will be protected by:

1. Transporting the data within the County network or Agency's internal network; or
2. Encrypting any data that will be in transit outside the County's network or Agency's internal network. This includes transit over the public Internet.

B. Protection of Data.

The Agency agrees to store data on one (1) or more of the following media and protect the data as described:

1. **Hard disk drives**. Data stored on local workstation hard disks. Access to the data will be restricted to authorized users by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms that provide equal or greater security, such as biometrics or smart cards.

2. **Network server disks.** Data stored on hard disks mounted on network servers and made available through shared folders. Access to the data will be restricted to authorized users through the use of access control lists which will grant access only after the authorized user has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
3. For confidential data stored on these disks, deleting unneeded data is sufficient as long as the disks remain in a secured area and otherwise meets the requirements listed in the above paragraph. Destruction of the data as outlined in Section D. Data Disposition may be deferred until the disks are retired, replaced, or otherwise taken out of the secure environment.
4. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by DSHS or the County on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a secure area. When not in use for the contracted purpose, such discs must be locked in a drawer, cabinet or other container to which only authorized users have the key, combination or mechanism required to access the contents of the container. Workstations which access said data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
5. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by DSHS or the County on optical discs which will be attached to network servers and which will not be transported out of a secure area. Access to data on these discs will be restricted to authorized users through the use of access control lists which will grant access only after the authorized user has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
6. **Paper documents.** Paper records must be protected by storing the records in a secure area which is only accessible to authorized personnel. When not in use, such records must be stored in a locked container, such as a file

cabinet, locking drawer, or safe to which only authorized persons have access.

7. Data storage on portable devices or media.

- a. County data shall not be stored by the Agency on portable devices or media unless specifically authorized within the Specific Terms and Conditions of the Contract. If so authorized, the data shall be given the following protections:
 - 1) Encrypt the data with a key length of at least 128 bits;
 - 2) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics;
 - 3) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes;
 - 4) Physically protect the portable device(s) and/or media by:
 - a) Keeping them in locked storage when not in use;
 - b) Using check-in/check-out procedures when they are shared; and
 - c) Taking frequent inventories.
- b. When being transported outside of a secure area, portable devices and media with confidential County data must be under the physical control of Agency staff with authorization to access the data.
- c. Portable devices include, but are not limited to; smart phones, tablets, flash memory devices (e.g. USB flash drives, personal media players), portable hard disks, and laptop/notebook/netbook computers if those computers may be transported outside of a secure area.
- d. Portable media includes, but is not limited to; optical media (e.g. CDs, DVDs), magnetic media (e.g. floppy disks, tape, Zip or Jaz disks), or flash media (e.g. CompactFlash, SD, MMC).

8. Data Stored for Backup Purposes

- a. Data may be stored on portable media as part of an Agency's existing, documented backup process for business continuity or disaster recovery

purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while Confidential Information still exists upon it, such media will be destroyed at that time in accordance with the disposition requirements in Section X.D Data Disposition.

- b. Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc) as part of an Agency's existing documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this Exhibit H. If this media is retired while Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements in Section X.D Data Disposition.

C. Data Segregation.

1. County data must be segregated or otherwise distinguishable from non-County data. This is to ensure that when no longer needed by the Agency, all County data can be identified for return or destruction. It also aids in determining whether County data has or may have been compromised in the event of a security breach.
2. County data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-County data; or,
3. County data will be stored in a logical container on electronic media, such as a partition or folder dedicated to County data. Or,
4. County data will be stored in a database which will contain no non-County data. Or,
5. County data will be stored within a database and will be distinguishable from non-County data by the value of a specific field or fields within database records. Or,
6. When stored as physical paper documents, County data will be physically segregated from non- County data in a drawer, folder, or other container.
7. When it is not feasible or practical to segregate County data from non-County data, then both the County data and the non- County data with which it is commingled must be protected as described in this Exhibit.

D. Data Disposition.

When the contracted work has been completed or when no longer needed, except as noted in B.2 above, data shall be returned to the County or destroyed. Media on which data may be stored and associated acceptable methods of destruction are as follows:

Data stored on:	Will be destroyed by:
Server or workstation hard disks, or removable media (e.g. floppies, USB flash drives, portable hard disks, Zip or similar disks)	<ol style="list-style-type: none"> 1. Using a "wipe" utility which will overwrite the data at least three (3) times using either random or single character data; 2. Degaussing sufficiently to ensure that the data cannot be reconstructed; or 3. Physically destroying the disk.
Paper documents with sensitive or confidential data	Recycling through a contracted firm provided the contract with the recycler assures that the confidentiality of data will be protected.
Paper documents containing confidential information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration.
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a coarse abrasive.
Magnetic tape	Degaussing, incinerating or crosscut shredding.

- E. Notification of Compromise or Potential Compromise. The compromise or potential compromise of County shared data must be reported to the County contact designated in the Contract within one (1) business day of discovery.
- F. Data shared with Subagencies. If County data provided under this Contract is to be shared with a subagency, the Contract with the subagency must include all of the data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract. If the Agency cannot protect the data as articulated within this Contract, then the Contract with the subagency must be submitted to the County contact specified for this Contract for review and approval.

ATTACHMENT 1, EXHIBIT H

Agency Agreement on Nondisclosure of Confidential Information
This form is for Agencies and other non-County employees.

CONFIDENTIAL INFORMATION		
<p>“Confidential Information” means information that is exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW or other federal or state laws. Confidential Information includes, but is not limited to, protected health information as defined by the federal rules adopted to implement the Health Insurance Portability and Accountability Act of 1996, 42 USC §1320d (HIPAA), and Personal Information.</p> <p>“Personal Information” means information identifiable to any person, including, but not limited to, information that relates to a person’s name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.</p>		
REGULATORY REQUIREMENTS AND PENALTIES		
<p>State laws (including RCW 74.04.060; RCW 70.02.020, and RCW 71.05.390) and federal regulations (including HIPAA Privacy and Security Rules; 42 CFR, Part 2; 45 CFR Part 431) prohibit unauthorized access, use, or disclosure of Confidential Information. Violation of these laws may result in criminal or civil penalties or fines. You may face civil penalties for violating HIPAA Privacy and Security Rules up to \$50,000 per violation and up to \$1,500,000 per calendar year as well as criminal penalties up to \$250,000 and ten years imprisonment.</p>		
ASSURANCE OF CONFIDENTIALITY		
<p>In consideration for Snohomish County granting me access to County property, systems, and Confidential Information, I agree that I:</p> <ol style="list-style-type: none"> 1. Will not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this agreement for any purpose that is not directly connected with the performance of the contracted services except as allowed by law. 2. Will protect and maintain all Confidential Information gained by reason this agreement against unauthorized use, access, disclosure, modification or loss. 3. Will employ reasonable security measures, including restricting access to Confidential Information by physically securing any computers, documents, or other media containing Confidential Information. 4. Have an authorized business requirement to access and use County systems or property, and view its data and Confidential Information if necessary. 5. Will access, use and/or disclose only the “minimum necessary” Confidential Information required to perform my assigned job duties. 6. Will not share County system passwords with anyone or allow others to use the County systems logged in as me. 7. Will not distribute, transfer, or otherwise share any County software with anyone. 8. Understand the penalties and sanctions associated with unauthorized access or disclosure of Confidential Information. 9. Will forward all requests that I may receive to disclose Confidential Information to my supervisor for resolution. 10. Understand that my assurance of confidentiality and these requirements do not cease at the time I terminate my relationship with my employer or the County. 		
FREQUENCY OF EXECUTION AND DISPOSITION INSTRUCTIONS		
<p>This form will be read and signed by each non-County employee who has access to Confidential information, and updated at least annually. Provide the non-County employee signor with a copy of this Assurance of Confidentiality and retain the original of each signed form on file for a minimum of six years.</p>		
SIGNATURE		
PRINT/TYPE NAME	NON-COUNTY EMPLOYEE’S SIGNATURE	DATE

Attachment 1, Exhibit H
A-17-76-01-200

City of Marysville/ Ken Baxter Senior Community Center
Page 11 of 11

EXHIBIT I
MAJOR INCIDENT REPORTING POLICIES AND PROCEDURES
SENIOR CENTER PROJECTS

I. POLICY

- A. Agencies must report major incidents to the appropriate County authorities within one (1) business day from when the Agency becomes aware of the incident. When personal safety is at stake, reporting should occur as soon as the safety of all persons is assured and all necessary emergency measures have been taken.
- B. Agencies must report suspected abuse, abandonment, neglect, self-neglect, exploitation, and financial exploitation of vulnerable adults or children to DSHS Adult Protective Services (APS) or Child Protective Services (CPS) per RCW 74.34 and RCW 26.44.
- C. Major incidents as outlined below must be reported directly to the County in addition to any other mandated reporting authorities. This refers specifically to County contracted services:
1. Death, disappearance, or significant injury requiring hospital admission of a client when suspicious or unusual;
 2. Major disruption of an County contracted service;
 3. Any event involving known media interest or litigation;
 4. Any violent act to include rape or sexual assault, as defined in RCW 71.05.020 and RCW 9.94A.030, or any homicide or attempted homicide committed by a client or staff;
 5. Confidential data loss that would potentially compromise the security or privacy of confidential information held by the County or the Agency;
 6. Any breach or loss of client data in accordance with HIPAA regulations; and
 7. Credible allegations of fraud committed against the Agency by staff or volunteers.
- D. If the County becomes aware of major incidents as described in Policy #C, which may not be known by the Agency, the County will report the incident to

the Agency's management within one (1) business day of when the County becomes aware of the incident.

- E. Major incidents as described in Policy #C must be reported by phone or email to the LTCA Supervisor or County Division Manager. The report must include the following:
 - 1. A description of the issue;
 - 2. Relevant background;
 - 3. Agency actions or recommendations; and
 - 4. Follow-up if needed to close out the issue.
- F. Each Agency must distribute the Major Incident Reporting Policies and Procedures to all of its employees.

II. PROCEDURES

- A. Agencies will establish a written policy on procedures to follow in reporting major incidents to the County, with clearly delineated chain of command.
- B. The Agency must report to one (1) of the following County staff by phone or email: LTCA Supervisor or County Division Manager. The report must include the following:
 - 1. A description of the issue.
 - 2. Relevant background.
 - 3. Agency actions or recommendations.
 - 4. Follow-up if needed to close out the issue.
- C. The Agency's staff must report suspected abuse, abandonment, neglect, self-neglect, exploitation, and financial exploitation of vulnerable adults or children to DSHS Adult Protective Services (APS) – 1-866-221-4909 or Child Protective Services (CPS) – 1-866-363-4276. If the person you suspect is being abused or neglected is living in a nursing home, assisted living facility, or adult family home call the Complaint Resolution hotline at 1-800-562-6078. Call immediately if you become aware or suspect abuse, abandonment, neglect, self-neglect, exploitation, and financial exploitation of vulnerable adults or children.

- D. If the County becomes aware of major incidents as described in Policy #C, which may not be known by the Agency, the County will report the incident to the Agency's management within one (1) business day of when the County becomes aware of the incident.

EXHIBIT M

SNOHOMISH COUNTY

REGIONAL / MULTIPURPOSE SENIOR CENTER STANDARDS

I. PURPOSE

- A. Presents a mission statement consistent with the NCOA/NISC senior center definition and philosophy.
- B. Uses a written planning document.

II. COMMUNITY

- A. Collaborates with at least two (2) community resources to offer senior services.
- B. Provides information and referral at the senior center.

III. GOVERNANCE

Written documents must define and establish at least eight (8) items as described in IV.B.

IV. GOVERNING STRUCTURE

- A. A senior center's governing structure shall be organized to operate efficiently and effectively.
- B. The governing structure shall have written documents that define and establish procedures for the following (must have at least 8):
 1. Qualifications for membership in the governing structure;
 2. Election and tenure of office;
 3. Specification of officers' duties;
 4. Regular and special meetings;
 5. Committees;
 6. Parliamentary procedures for the conduct of meetings;
 7. Quorums;
 8. Recording of minutes;
 9. Amending of written documents;
 10. Securing of funds; and/or
 11. Dissolution of the organization (if ever needed, it will be there).

- C. The governing structure shall perform or delegate the following responsibilities:
1. Hold regular meetings and make minutes available to interested individuals;
 2. Formulate, and regularly review, senior center mission, goals, and objectives;
 3. Establish policies and procedures and maintain standards of operation;
 4. Regularly evaluate senior center's activities and services;
 5. Adopt and implement an annual budget, receive financial reports, make contracts, and arrange for an annual independent audit (if over \$500,000 annual budget);
 6. Employ a chief administrative person and delegate authority to that person for management of daily affairs in accordance with center policies and procedures;
 7. Secure physical facilities;
 8. Coordinate senior center's program with other agencies to ensure provision of adequate services for older adults in the community;
 9. Plan and carry out public information activities; and
 10. Consider establishing a participant organization, and, if possible, arrange for its representation on the governing structure.
- D. Committees have clearly defined responsibilities. They consist of designated members who regularly meet, document minutes, and make them available to the governing structure and other members of the senior center.

V. ADMINISTRATION AND HUMAN RESOURCES

- A. Does the director have the minimal skills, training, and experience required by the job description?
- B. Written personnel policies that have been distributed to all staff.
- C. Written volunteer program policies.

VI. PROGRAM PLANNING

- A. Centers must provide a minimum of twelve (12) different services/programs. Services/programs must be provided in at least six (6) different categories. The categories are:

1. Social needs;
2. Intellectual needs;
3. Cultural needs;
4. Economic needs;
5. Physical needs;
6. Personal growth;
7. Leadership potential;
8. Self-image improvement;
9. Intergenerational; and
10. Cooperative with other agencies.

B. The same service/program cannot be used to cover two (2) different categories.

VII. EVALUATION

- A. Arrangements to evaluate and report on operations and programs on a regular basis.
- B. Evaluations to seek outcome-based measurements.

VIII. FISCAL MANAGEMENT

- A. Preparation and publishing of an annual budget document.
- B. The center's budget, accounting, and financial reporting practices conform to an appropriate and accepted accounting standard.
- C. Liability insurance coverage for assets, staff, participants, volunteers, and governing structure.

IX. RECORDS AND REPORTS

- A. Standardized participant records.
- B. Program records and reports on services and activities.
- C. Confidentiality policy limiting access to certain records and files.

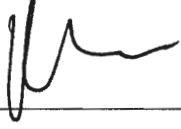
X. FACILITY

Senior center provides barrier-free access in accordance with applicable laws.

Index #8

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

CITY COUNCIL MEETING DATE: February 13, 2017

AGENDA ITEM: SCADA Support Services 2017 – Professional Services Agreement	
PREPARED BY: Karen Latimer, Water/Solid Waste Operations Manager	DIRECTOR APPROVAL: 
DEPARTMENT: Public Works – Water Operations	
ATTACHMENTS:	Professional Services Agreement
BUDGET CODE: 40143410.541000	AMOUNT: \$49,500
SUMMARY:	

This Professional Services Agreement will provide the City with routine and emergency response assistance and support for technical tasks that require specialty knowledge, skills and experience to perform modifications, enhancements, and data conversion to the City’s Supervisory Control and Data Acquisition System (SCADA). This system allows automated control and monitoring of the City’s water and wastewater systems.

The recommended consultant for this work is K2 Data Systems, Inc. In 2015 the City hired K2 Data Systems to perform a full upgrade and migration of the City’s SCADA system to a modern architecture that provided enhanced operator access and improved operational and data redundancy in support of emergency disaster recovery goals.

In order to view and trend legacy data, it must be converted to the new architecture format so it can be incorporated into the new SCADA system. Legacy operator interface screens and graphics need to be converted to meet current technology standards, so the screens fit into modern size monitors and fonts are scalable and readable. New screens and interfaces need to be created so additional monitoring of system equipment can take place, and to add new facilities like the Sunnyside water treatment plant that is presently under construction.

K2 Data Systems is a Wonderware Certified System Platform Partner and Certified InTouch Partner. Given these credentials, the negotiated fee of \$49,500.00 is fair and consistent with industry standard for this type of work.

RECOMMENDED ACTION:
Staff recommends that Council authorize the Mayor to sign and execute a Professional Services Agreement between the City of Marysville and K2 Data Systems, Inc. in the amount of \$49,500.00

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND K2 DATA SYSTEMS, INC.**

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2017 ____, by and between the City of Marysville, a Washington State municipal corporation (“City”), and K2 Data Systems, a Corporation, organized under the laws of the state of Washington, located and doing business at 222 First Ave West, Ste. 200, Albany, OR 97321 (“Consultant”).

In consideration of the terms, conditions, covenants, and performances contained herein, the parties hereto agree as follows:

- 1. SCOPE OF SERVICES.** The Consultant shall provide the work and services described in the attached Exhibit A, incorporated herein by this reference (the “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.
- 2. TERM.** The term of this Agreement shall commence on February 13, 2017 and shall terminate at midnight on December 31, 2017. The parties may extend the term of this Agreement by executing a written supplemental amendment.
- 3. COMPENSATION.** The Consultant shall be paid by the City for Services rendered under this Agreement as described in Exhibit A and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed Forty-Nine Thousand Five Hundred Dollars (**\$49,500.00**) within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City. Such payment shall be full compensation for the Services and for all labor, materials, supplies, equipment, incidentals, and any other expenses necessary for completion.

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

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

4. CONSULTANT’S OBLIGATIONS.

4.1 MINOR CHANGES IN SCOPE. The Consultant agrees to accept minor changes, amendments, or revisions to the scope of the Services, as may be required by the City, when such

changes, amendments, or revisions will not have any impact on the cost of the Services or the proposed delivery schedule.

4.2 ADDITIONAL WORK. The City may desire to have the Consultant perform additional work or services which are not identified in the scope of the Services. If the parties agree to the performance of additional work or services, the parties will execute a written supplemental amendment detailing the additional work or services and compensation therefore. In no event will the Consultant be compensated for preparing proposals for additional work or services. In no event shall the Consultant begin work contemplated under a supplemental amendment until the supplemental amendment is fully executed by the parties.

4.3 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 Services 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 Services, the work product, and all documents produced under this Agreement, even though the Services have been accepted by the City.

In the event that the Consultant defaults on this Agreement or in the event that this Agreement is terminated prior to the completion of the Services or the time for completion, all work product and all documents and other materials produced under this Agreement, along with a summary of work as of the date of default or termination, shall become the property of the City. The summary of Services provided shall be prepared at no additional cost to the City. Upon request, the Consultant shall tender the work product, all documents, and the summary to the City within five (5) business days. Tender of said work product shall be a prerequisite to final payment under this Agreement.

The Consultant will not be held liable for reuse of work product or documents produced under this Agreement or modification of the work product or documents for any purpose other than those identified in this Agreement without the written authorization of the Consultant.

4.4 PUBLIC RECORDS ACT. Consultant acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "PRA"). All records owned, used, or retained by the City are public records subject to disclosure unless exempt under the PRA, whether or not the records are in the possession or control of the City or Consultant. All exemptions to the PRA are narrowly construed.

a. **Confidential Information.** Any records provided to the City by the Consultant which contain information that the Consultant in good faith believes is not subject to disclosure under the PRA shall be marked "Confidential" and shall identify the specific information that the Consultant in good faith believes is not subject to disclosure under the PRA and a citation to the statutory basis for non-disclosure.

b. **Responding to Public Records Requests.** The City shall exercise its sole legal judgment in responding to public records requests.

- (1) The City may rely upon the lack of notification from the Consultant in releasing any records that are not marked “Confidential.”
- (2) If records identified as “Confidential” by the Consultant are responsive to a PRA request, the City will seek to provide notice to Consultant at least ten (10) business days before the date on which the City anticipates releasing records. The City is under no obligation to assert any applicable exemption on behalf of the Consultant. The Consultant may seek, at its sole cost, an injunction preventing the release of information which it believes is protected. In no event will the City have any liability to Consultant for any failure of the City to provide notice prior to release.
- (3) If the City, in its sole legal judgment, believes that the Consultant possesses records that (1) are responsive to a PRA request and (2) were used by the City, the City will request the records from the Consultant. The Consultant will, within ten (10) business days:
 - i. Provide the records to the City in the manner requested by the City;
 - ii. Obtain a court injunction, in a lawsuit involving the requester, covering all, or any confidential portion of, the records and provide any records not subject to the court injunction; or
 - iii. Provide an affidavit, in a form acceptable to the City Attorney, specifying that the Consultant has made a diligent search and did not locate any requested documents.

c. **Indemnification.** In addition to its other indemnification and defense obligations under this Agreement, the Consultant shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorneys fees and litigation expenses), suits, judgments, or damages (collectively “Damages”) arising from or relating to any request for records related to this Agreement, to the extent such Damages are caused by action or inaction of the Consultant. This indemnification and defense obligation shall survive the expiration or termination of this Agreement.

4.5 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.

4.6 INDEMNITY.

a. **Indemnification and Hold Harmless.** The 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.

b. 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.

c. The provisions of this Section 4.6 shall survive the expiration or termination of this Agreement.

d. The Consultant hereby knowingly, intentionally, and voluntarily waives the immunity of the Industrial Insurance Act, Title 51 RCW, solely for the purposes of the indemnity contained in subpart "a" of this Section 4.6. This waiver has been mutually negotiated by the parties.

_____(initials) _____(initials)

4.7 INSURANCE.

a. **Insurance Term.** 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 Services hereunder by the Consultant, its agents, representatives, or employees.

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

c. **Minimum Scope of Insurance.** Consultant shall obtain insurance of the types and coverage described below:

- (1) Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
- (2) Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the Services performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
- (3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4) Professional Liability insurance appropriate to the Consultant's profession.

d. **Minimum Amounts of Insurance.** Consultant shall maintain the following insurance limits:

- (1) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- (2) Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- (3) Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

e. **Other Insurance Provision.** The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

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

g. **Verification of Coverage.** The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the Services.

h. **Notice of Cancellation.** The Consultant shall provide the City with written notice of any policy cancellation within two business days of the Consultant's receipt of such notice.

i. **Failure to Maintain Insurance.** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

j. **Insurance to be Occurrence 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.

k. **City Full Availability of Consultant Limits.** If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

4.8 LEGAL RELATIONS. The Consultant shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the Services to be performed under this Agreement. The Consultant represents that it and all employees assigned to perform any of the Services under this Agreement are in full compliance with the statutes of the State of Washington governing the Services and that all personnel to be assigned to the Services are fully qualified and properly licensed to perform the work to which they will be assigned.

4.9 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 the Consultant's status as an independent contractor in the performance of the 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 not make

a claim of City employment and shall not 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 to the Services that the Consultant performs under this Agreement.

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

4.10 EMPLOYMENT.

a. The term “employee” or “employees” as used herein shall mean any officers, agents, or employee of the Consultant.

b. Any and all employees of the Consultant, while performing any Services under this Agreement, shall be considered employees of the Consultant only and not of the City. The Consultant shall be solely liable for: (1) any and all claims that may or might arise under the Workman’s Compensation Act, Title 51 RCW, on behalf of any said employees while performing any Services under this Agreement, and (2) 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 performing any Services under this Agreement.

c. The Consultant represents, unless otherwise indicated below, that all employees of the Consultant that will perform any Services under this Agreement have never been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please use initials to indicate No or Yes below.)*

_____ No, employees performing the Services have never been retired from a Washington state retirement system.

_____ Yes, employees performing the Services have been retired from a Washington state retirement system.

In the event the Consultant checks “no”, but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, the Consultant hereby agrees to save, indemnify, defend and hold the City harmless from and against all expenses and costs, including reasonable attorney fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event the Consultant checks “yes” and affirms that an employee providing work has ever retired from a Washington State retirement system, every said employee shall be identified by the Consultant and such retirees shall provide the City with all information required by the City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

4.11 NONASSIGNABLE. Except as provided in Exhibit B, the Services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

4.12 SUBCONTRACTORS AND SUBCONSULTANTS.

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

b. The Consultant must verify that any subcontractors or subconsultants the Consultant directly hires meet the responsibility criteria for the Services. Verification that a subcontractor or subconsultant has proper license and bonding, if required by statute, must be included in the verification process. If the parties anticipate the use of subcontractors or subconsultants, the subcontractors or subconsultants are set forth in Exhibit B.

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

d. All subcontractors or subconsultants shall have the same insurance coverage and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

4.13 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 when a conflict or potential conflict of interest exists. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

4.14 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 the Services provided to the City.

4.15 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Consultant agrees to comply with equal opportunity employment and not to discriminate against any 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; or rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth its nondiscrimination obligations. 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.

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

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

6. GENERAL TERMS.

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

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

CITY OF MARYSVILLE

Karen Latimer, Water/Solid Waste Operations Manager
80 Columbia Avenue
Marysville, WA 98270

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

K2 DATA SYSTEMS, INC.

Brian Kier, P.E.

222 First Ave West, Ste 200

Albany, OR 97321

6.2 TERMINATION. The City may terminate this Agreement in whole or in part at any time by sending written notice to the Consultant. As per Section 6.1, the Consultant is deemed to have received the termination notice three (3) calendar days after deposit of the termination notice in the U.S. mail with proper postage and address. The termination notice is deemed effective seven (7) calendar days after it is deemed received by the Consultant.

If this Agreement is terminated by the City for its convenience, the City shall pay the Consultant for satisfactory Services performed through the date on which the termination is deemed effective in accordance with payment provisions of Section 3, unless otherwise specified in the termination notice. If the termination notice provides that the Consultant will not be compensated for Services performed after the termination notice is received, the City will have the discretion to reject payment for any Services performed after the date the termination notice is deemed received.

6.3 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.

6.4 EXTENT OF AGREEMENT/MODIFICATION. This Agreement, together with exhibits, attachments, and 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 a written supplemental amendment properly signed by both parties.

6.5 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 parts, terms, or 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 part, term, or provision held to be invalid.

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

6.6 NONWAIVER. A waiver by either party of a breach by the other party 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.

6.7 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.

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

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

6.10 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.

6.11 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 herein.

DATED this _____ day of _____, 2017.

CITY OF MARYSVILLE

K2 DATA SYSTEMS, INC.

By: _____
Jon Nehring, Mayor

By: _____
Brian Kier
Its: President

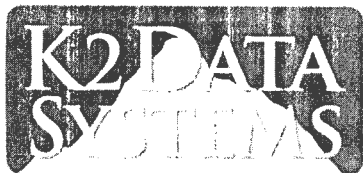
Attested/Authenticated:

April O'Brien, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

EXHIBIT A



Brian Kier
 K2 Data Systems, Inc.
 222 1st Avenue West, Suite 200
 Albany, OR 97321

January 26, 2017

City of Marysville
 Attn. Roy A. Alderman
 1049 State Avenue
 Marysville, WA 98270

Subject: Exhibit A – scope of services
 Proposal for SCADA Support Services

Roy:
 K2 Data Systems, Inc. (K2) is pleased to provide this proposal for SCADA support services for the City of Marysville (Marysville).

OBJECTIVE

The objective is to provide support services related to the SCADA control and monitoring system at Marysville for 2017.

SCOPE OF WORK

K2 will provide standard and emergency support services to Marysville on an as-needed basis and at the direction of Marysville personnel. Support will consist of necessary repairs and corrections, as well as planned additions or modifications and will be handled by on-site and/or remote assistance.

Standard support will be provided during K2's regular workday, defined as Monday through Friday 8:00 AM to 5:00 PM. Emergency support will include holidays and times outside of K2's regular workday. Although there are no guaranteed response times, K2 will respond to all support situations as soon as possible. Support will be provided for the following SCADA systems:

- Wonderware HMI
- Wonderware Historian
- Allen-Bradley PLCs
- PanelView Plus
- Win-911 Alarming

Work completed and billing details will be documented in the subsequent invoice.

PRICING

Any incidences of support will be billed on a time and materials (T&M) basis at \$145 per hour. Emergency support will be billed for a minimum of 4 hours per occurrence. Travel and living expenses will be billed per K2's current Rate Sheet (Appendix A).

Tasks include:

- Project preparation / management
- Support troubleshooting and development

SCADA Support Services	335 hours	\$48,575
Estimated Expenses		\$925
Total Project	335 hours	\$49,500

ASSUMPTIONS

K2 assumes that Marysville will provide remote access and a suitable workplace for K2 personnel. Marysville will also provide all necessary hardware and software.

SCHEDULE

K2 will provide support immediate upon acceptance of this proposal and ending December 31, 2017.

TERMS

These costs are estimates only and may require modification. K2 will not exceed the estimated amount without prior authorization from Marysville.

A Purchase Order will be required prior to starting work on this project. Payment to K2 Data Systems, Inc. is due 30 days from invoice. This proposal is valid for 60 days from the submittal date.

We are looking forward to providing this support to Marysville. Please feel free to call or email me if you have any questions.

Sincerely,



Brian Kier, PE
 Project Manager
 K2 Data Systems, Inc.
 541-223-2905
 bkier@k2datasystems.com

APPENDIX A

Rate Sheet 2017

PLC / PanelView	\$145/hr
Archestra / InTouch / Win-911	\$145/hr
Historian / Reporting / Visual Studio	\$145/hr
Emergency Support (4 hour minimum)	\$145/hr
Training	Ask for quote
Hardware / Software	Cost + 15%
Travel and Living	Cost
Mileage	Current federal mileage rate

Index #9

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

CITY COUNCIL MEETING DATE: 2/13/17

AGENDA ITEM:	
Interlocal with Marysville School District re: Automated School Bus Safety Cameras	
PREPARED BY:	DIRECTOR APPROVAL:
Colin Olivers, Deputy City Attorney	
DEPARTMENT:	
Executive, Legal, Municipal Courts, and Police	
ATTACHMENTS:	
Interlocal Agreement approved by Marysville School District	
BUDGET CODE:	AMOUNT:
N/A	N/A
SUMMARY:	
<p>State law requires vehicles to stop when encountering a school bus that has activated its lights and stop arm to receive or discharge children. State law also authorizes the Marysville School District to install and operate automated school bus safety cameras on school buses to detect vehicles that fail to stop as required by state law.</p> <p>The Marysville School District has entered an agreement with American Traffic Solutions, Inc., to have automated school bus safety cameras installed on school buses operating within the City limits. The School District requires the assistance of the City to have Police Officers review possible violations occurring within the City and to issue infractions and to have the Marysville Municipal Court process those infractions.</p> <p>The interlocal agreement defines the responsibilities of the City and the School District as it relates to the detection, review, issuance, and processing of infractions detected by the School District’s automated school bus safety cameras. The interlocal provides that the School District will reimburse the City for its administrative and operating costs related to processing infractions detected by automated school bus safety cameras and adjusts the costs annually to account for inflation. The Police Department felt that its costs associated with enforcement activities could be absorbed without compensation (the interlocal permits the parties to reconsider compensation for law enforcement activities if necessary).</p>	

<p>RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to sign the Interlocal Agreement with the Marysville School District related to the District’s use of automated school bus safety cameras.</p>
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**INTERLOCAL AGREEMENT FOR PROVISION OF SERVICES BETWEEN
THE CITY OF MARYSVILLE AND THE MARYSVILLE SCHOOL DISTRICT**

This Interlocal Agreement (the “Agreement”) is entered into this 12th day of January, 2017, by and between the City of Marysville (the “City”) and the Marysville School District (the “School District”) related to the issuance, prosecution, collection, and remittance of certain traffic infractions.

1. RECITALS

WHEREAS, RCW 46.63.180 authorizes school districts to install and operate automated school bus safety cameras on school buses to be used for the detection of violations of RCW 46.61.370(1) (failing to stop when the school bus has activated its stop sign) if the use of the cameras is approved by a vote of the school district board of directors; and

WHEREAS, the School District’s Board of Directors approved the use of automated school bus safety cameras on School District buses, pursuant to RCW 46.63.180 on January 23, 2017; and

WHEREAS, the School District executed, on October 17, 2016, a contract with American Traffic Solutions, Inc., a company that provides automated school bus safety camera services (the “ATS Contract”); and

WHEREAS, the School District wishes to enter into an agreement with the City for provision of Law Enforcement and Municipal Court services related to the enforcement and processing of infractions issued through the use of automated school bus safety cameras; and

WHEREAS, the City is willing and able to provide the School District with the Law Enforcement and Municipal Court services set forth in this Agreement, provided that the City’s costs of such services are reimbursed by the School District; and

WHEREAS, the Parties negotiated this Agreement to set out the terms of the services to be provided by the City and the costs to be paid by the School District;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

2. REQUIREMENTS OF THE INTERLOCAL COOPERATION ACT

2.1. Purpose of Agreement. This Agreement is authorized by and entered into pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW. The purpose and intent of this Agreement is

for the City to provide Law Enforcement and Municipal Court Services to issue and process infractions detected by the School District’s automated school bus safety cameras. The City will provide the necessary services and the School District will reimburse the City for the City’s administration and operation costs.

2.2. No Separate Entity. The Parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

2.3. Ownership of Property. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either Party in connection with its performance under this Agreement will remain the sole property of such Party and the other Party shall have no interest therein.

2.4. Administrators. Each Party to this Agreement shall designate an individual (an “Administrator”), who may be designated by title or position, to oversee and administer such Party’s participation in this Agreement. The parties’ initial Administrators shall be the following individuals:

Marysville’s Initial Administrator:	School District’s Initial Administrator:
Chief Administrative Officer Gloria Hirashima 1049 State Avenue Marysville, WA 98270	Superintendent Dr. Becky Berg 4220 80th Street NE Marysville, WA 98270

Either Party may change its Administrator at any time by delivering written notice of such Party’s new Administrator to the other Party.

3. LAW ENFORCEMENT SERVICES

3.1. Law Enforcement Services. The City’s Police Department shall provide Law Enforcement Services to the School District for infractions detected by the School District’s automated school bus safety cameras. Law Enforcement Services as used in this Agreement shall mean and include: inspection/review of photographs, microphotographs, or electronic images produced by the School District’s automated school bus safety cameras, accessed through an internet portal provided by American Traffic Solutions, Inc., the School District’s contractor, and, when appropriate, issuance of a notice of infraction including a certificate or facsimile of the notice, stating the facts supporting the notice of infraction.

3.2. Law Enforcement Decisions. Decisions made by Marysville Police Department officers

on whether or not to issue a notice of infraction are not subject to School District consent or approval. Marysville Police Department officers are responsible for exercising their independent discretion, in conformance with Marysville Police Department policies and procedures and all applicable laws, rules, and regulations, with regards to performing activities under this Agreement.

3.3. Workload. The City will attempt to have a Marysville Police Department officer timely and regularly review possible infractions. However, the School District specifically acknowledges that Marysville Police Department officers are at all times subject to call by the Chief of Police or the Chief's designee for emergencies, special assignment, or overtime duty. As such, the City makes no assurances that an officer will be available to review possible infractions detected by the School District's automated school bus safety cameras. In no circumstance shall the City be liable for the failure to review, approve/reject, or issue possible infractions detected by the School District's automated school bus safety cameras.

4. MUNICIPAL COURT SERVICES

4.1. Municipal Court Services. The City's Municipal Court shall provide Municipal Court Services for all infractions detected by the School District's automated school bus safety cameras filed in the Marysville Municipal Court. Municipal Court Services as used in this Agreement shall mean and include all local court services imposed by state statute, court rule, or other regulations as now existing or hereafter amended, including but not limited to processing, adjudication, and penalty enforcement of all infractions detected by the School District's automated school bus safety cameras filed in the Marysville Municipal Court.

4.2. GR 29. The Parties recognize that GR 29 requires that the ultimate decision-making authority regarding the management and administration of the Court rests with the Presiding Judge and the Parties recognize that the duties imposed by GR 29 are non-delegable except as provided otherwise in GR 29. The services provided by the City and Municipal Court pursuant to this Agreement are subject to GR 29 and the non-delegable duties and responsibilities of the Presiding Judge contained therein.

4.3. Judicial Assignments. Any assignments of judicial officers to hear the School District's cases will be made at the discretion of the Municipal Court Presiding Judge and are not subject to School District consent or approval, except as provided by law or court rule.

4.4. Availability of Evidence. The School District shall assure that all evidence collected by its automated school bus safety cameras is available for download and inclusion in the court file in an acceptable format.

5. COMPENSATION FOR ADMINISTRATION AND OPERATING COSTS

5.1. Administration and Operating Costs. The Parties agree that the City will be paid for the administration and operating costs of the automated school bus safety cameras. Pursuant to state law, administration and operating costs include infraction enforcement and processing costs incurred by the City's Police Department and Municipal Court, including interpreter costs. For purposes of this Agreement, all costs are calculated on a per case basis as detailed in Exhibit A.

5.2. Annual Increase. The per case cost as set forth in Exhibit A shall increase annually at a rate of 100% of the Seattle CPI-W June Index for the year prior with a minimum of 0% to a maximum of 2.25%. The rate increase will occur on January 1 of each year unless otherwise negotiated and agreed by the parties.

5.3. Quarterly Invoices. At the end of each quarter during the calendar year, the City will send the School District an invoice for all administration and operating costs that were incurred in that quarter. The City shall deduct and retain an amount equal to those costs from any revenue it collects from infractions detected by the School District's automated school bus safety cameras in that quarter. The invoice will show the amount, if any, owed to the City that was not fully satisfied by revenue or the amount of revenue, if any, in excess of that owed to the City. In the event the revenue did not fully satisfy the costs, the School District shall pay the City the unsatisfied amount within 60 days of receipt of the written invoice from the City. In the event the revenue exceeds costs in any quarter, the City shall remit the excess amount to the School District within 60 days of the date of the City's written invoice.

5.4. Close Out Services and Costs. Upon termination or expiration of this Agreement, the Municipal Court shall continue to process infraction cases detected by the School District's automated school bus safety cameras filed in the Municipal Court prior to the termination date. The City and the Municipal Court shall continue to retain revenue sufficient to cover its costs; invoice the School District for unsatisfied costs; and/or remit revenue in excess of its costs on a quarterly basis as provided in section 5.3 above, until all infractions detected by the School District's automated school bus safety cameras have been closed. The School District shall pay invoices for the Municipal Court's and Police Department's unsatisfied costs within 60 days of receipt of a written invoice. The Parties agree that the provisions of this paragraph shall survive termination or expiration of this Agreement.

6. TERM/TERMINATION

6.1. Term. This Agreement shall be effective upon being fully executed by the parties and shall remain in effect until December 31, 2017. Thereafter, the Agreement shall automatically renew for successive one-year terms, indefinitely, unless either Party provides advance written notice, by December 1, of its intent to terminate the Agreement or unless earlier terminated as

provided in Section 6.2.

6.2. Termination and Notice of Termination.

6.2.1. Termination for Convenience. This Agreement is terminable by either Party without cause and in the Party's sole discretion upon thirty (30) days' advance written notice to the other Party.

6.2.2. Termination for Cause. The City may terminate this Agreement upon five (5) calendar days' advance written notice in the event: (1) the School District materially breaches any duty or obligation required pursuant to this Agreement; (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible; or (3) the expiration or termination of the ATS Contract.

7. RE-OPENER

7.1. Mutual Agreement to Re-Open. The City and the School District may agree to enter into re-negotiation of the terms of this Agreement at any time and for any purpose by mutual agreement in writing. The Agreement shall remain in full force and effect during such negotiations.

7.2. Staffing Study Re-Opener. The City may re-open negotiations regarding the costs set forth in Exhibit A if, in the City's sole determination, the results of a study of the City's Municipal Court or Law Enforcement staffing indicates that such costs should be adjusted. Any agreed upon adjustment shall go into effect on January 1st of the following year or earlier if agreed to by the City and the School District. Specifically, and without limiting the City's other rights to renegotiate, the City also reserves the right to renegotiate, at any time, an immediate change to the administration and operating costs attributable to the Law Enforcement Services should the City determine that the administration and operating costs are non-negligible.

8. SCHOOL DISTRICT AGREEMENT WITH VENDOR

The School District shall be solely responsible for entering into a contract with the manufacturer or vendor of the automated school bus safety cameras, American Traffic Solutions, Inc., and complying with all applicable laws related to this contract.

9. SCHOOL ZONE SAFETY PROJECT REPORTS

The School District shall provide an annual report to the City reporting on the school zone safety projects funded with the revenue collected from infractions detected through the use of the School District's automated school bus safety cameras.

10. INDEMNIFICATION

10.1. School District Policies, Rules and Regulations. In executing this Agreement, the City does not assume liability or responsibility for or in any way release the School District from any liability or responsibility which arises in whole or in part from the existence or effect of School District policies, procedures, rules or regulations. If any cause, claim, suit, action, or administrative proceeding is commenced in which the enforceability and/or validity of any School District policy, procedure, rule or regulation is at issue, the School District shall defend the same at its sole expense and if judgment is entered or damages are awarded against the School District, the City, or both, the School District shall satisfy the same, including all chargeable costs and attorney fees.

10.2. City Held Harmless. The School District shall defend, indemnify, and hold harmless the City and its officials, officers, employees, and agents from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever (1) relating to or arising out of the acts or omissions of the School District, its officials, officers, employees, contractors, and agents in performance of this Agreement; (2) relating to or arising out of the City's provisions of Law Enforcement Services or Municipal Court Services related to infractions detected by the School District's automated school bus safety cameras; (3) relating to or arising out of the City's use of photographs, microphotographs, or electronic images captured by the School District's automated school bus safety cameras; (4) relating to or arising out of the School District's use of automated school bus safety cameras; or (5) relating to or arising out of the ATS Contact. In the event that any suit based upon such a claim, action, loss or damages is brought against the City, its officials, officers, employees, or agents, the School District shall defend the same at its sole cost and expense; provided that the City, in its sole discretion, reserves the right to participate in said suit; and if final judgment is rendered against the City, and its officials, officers, employees, or agents or jointly against the City and the School District and their respective officials, officers, employees, or agents, the School District shall satisfy the same. However, nothing in this section shall require the School District to defend, indemnify, or hold harmless the City and its officials, officers, employees, and agents from any and all claims, actions, suits, liability, loss, costs, expenses, or damages arising out of the sole negligence of the City and its officials, officers, employees, or agents. This indemnification shall survive the expiration or termination of this Agreement.

10.3. Actions Contesting Agreement. Each Party may appear and defend any action or legal proceeding brought to determine or contest: (1) the validity of this Agreement; or (2) the legal authority of the School District and/or the City to undertake the activities contemplated by this Agreement. If both Parties to this Agreement are not named as parties to the action, the Party named shall give the other Party prompt notice of the action and provide the other an opportunity to intervene.

11. PUBLIC RECORDS ACT COMPLIANCE

RCW 46.63.180 authorizes the use of automated school bus safety cameras in certain circumstances to detect violations of RCW 46.61.370(1), but places restrictions on the use of the photographs, microphotographs, or electronic images (collectively, the "Images"). The City's Law Enforcement officers will have access to the Images through a web portal provided by the School District's contractor, American Traffic Solutions, Inc., but will not possess or control the Images. Pursuant to Section 4.4, above, certain Images may be included in Municipal Court case files. If the City receives a public records request under Chapter 42.56 RCW for the Images or a request for Municipal Court records including the Images, the City will deny the request, citing RCW 46.63.180 as exempting the records from disclosure. In addition to the indemnification obligations contained in Section 10, the School District will defend, indemnify, and hold harmless the City and its officials, officers, employees, and agents from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever relating to or arising out of the City's denial of a public records request, a request for Municipal Court records, or the City's release of the Images.

12. INDEPENDENT CONTRACTOR

Each party to this Agreement is an independent contractor with respect to the subject matter herein. Nothing in this Agreement shall make any employee of the School District a City employee for any purpose, including, but not limited to, withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded City employees by virtue of their employment. Nothing in this Agreement shall make any employee of the City a School District employee for any purpose, including, but not limited to, withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded School District employees by virtue of their employment. At all times pertinent hereto, employees of the City are acting as City employees and employees of the School District are acting as School District employees.

13. GENERAL PROVISIONS

13.1. Entire Agreement and Negotiated Understanding. This Agreement represents the entire, final, and complete agreement of the Parties with respect to the School District's automated school bus safety cameras and supersedes and replaces all oral or written agreements entered into prior to the date hereof. No provision of this Agreement may be amended or modified except in a writing signed by both Parties.

13.2. Negotiated Agreement. The Parties acknowledge that this Agreement is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their

respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any Party on the basis of such Party's draftsmanship.

13.3. Compliance with Laws and Regulations. Each Party shall, with respect to its duties, responsibilities, and operations hereunder, comply with all applicable laws, rules, and regulations governing the same.

13.4. Governing Law and Venue. This instrument shall be governed by and construed in accordance with the laws of the State of Washington. The venue for any action that arises from or out of this instrument shall be the Snohomish County Superior Court.

13.5. Dispute Resolution. In the event of a dispute arising from this Agreement, the Parties agree to meet and confer in good faith in an effort to resolve such dispute prior to commencing any legal action.

13.6. Waiver of Binding Arbitration. The Parties waive and release any right to invoke binding arbitration under RCW 3.62.070, RCW 39.34.180 or other applicable law as related to this Agreement, any extension or amendment of this Agreement, or any discussions or negotiations relating thereto.

13.7. Non Waiver. No waiver by either Party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition or of any breach hereof, whether pertaining to the same or a different provision of this Agreement.

13.8. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part of any court or agency of competent jurisdiction, said decision shall not affect the validity of the remaining sections, subsections, sentences, clauses, phrases, or other portions of this Agreement.

13.9. Section Headings. The section headings used in this Agreement are for the convenience of the Parties. In the event of a conflict between a section heading and the text of a particular section, the written text shall prevail.

13.10. Notice. Unless otherwise provided herein, any notice or other communication given hereunder shall be deemed sufficient, if in writing and delivered personally to the other Party's Administrator, or sent by certified or registered mail, return receipt requested, addressed to the other Party's Administrator.

13.11. Force Majeure. The term "force majeure" shall include, without limitation by the following enumeration, acts of Nature, acts of civil or military authorities, fire, terrorism,

accidents, shutdowns for purpose of emergency repairs, lockouts, strikes, and any other labor, civil or public disturbance, inability to procure required construction supplies and materials, delays in environmental review, permitting, or other environmental requirement or work, delays as a result of legal or administrative challenges brought by parties other than signatories to this agreement. If the City is rendered unable, wholly or in part, by a force majeure, to perform or comply with any obligation or condition of this Agreement then, upon giving notice and reasonably full particulars to the School District, such obligation or condition shall be suspended only for the time and to the extent reasonably necessary to allow for performance and compliance and restore normal operations.

13.12. No Third Party Rights. Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the Parties hereto and their successors to rely upon the covenants and agreements herein contained nor to give any such third party a cause of action (as a third -party beneficiary or otherwise) on account of any nonperformance hereunder.


13.13. Counterparts. This Agreement may be executed in counterparts, and each such counterpart shall be deemed to be an original instrument. All such counterparts together will constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated.

CITY OF MARYSVILLE

MARYSVILLE SCHOOL DIST. NO. 25

Jon Nehring, Mayor



Dr. Becky Berg, Superintendent

Attest:

April O'Brien, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

EXHIBIT A

CITY INFRACTION ENFORCEMENT AND PROCESSING COSTS PER CASE BASIS

Bus Paddle Citation Fine	\$419.00
Less Law Enforcement Services Cost	\$0.00
Less Municipal Court Services Cost	\$46.92
Remaining Funds to Marysville School District	\$372.08

RCW 46.63.180

151

Automated school bus safety cameras—Definition.

(1) School districts may install and operate automated school bus safety cameras on school buses to be used for the detection of violations of RCW **46.61.370**(1) if the use of the cameras is approved by a vote of the school district board of directors. School districts are not required to take school buses out of service if the buses are not equipped with automated school bus safety cameras or functional automated safety cameras. Further, school districts shall be held harmless from and not liable for any criminal or civil liability arising under the provisions of this section.

(a) Automated school bus safety cameras may only take pictures of the vehicle and vehicle license plate and only while an infraction is occurring. The picture must not reveal the face of the driver or of passengers in the vehicle.

(b) A notice of infraction must be mailed to the registered owner of the vehicle within fourteen days of the violation, or to the renter of a vehicle within fourteen days of establishing the renter's name and address under subsection (2)(a)(i) of this section. The law enforcement officer issuing the notice of infraction shall include a certificate or facsimile of the notice, based upon inspection of photographs, microphotographs, or electronic images produced by an automated school bus safety camera, stating the facts supporting the notice of infraction. This certificate or facsimile is prima facie evidence of the facts contained in it and is admissible in a proceeding charging a violation under this chapter. The photographs, microphotographs, or electronic images evidencing the violation must be available for inspection and admission into evidence in a proceeding to adjudicate the liability for the infraction. A person receiving a notice of infraction based on evidence detected by an automated school bus safety camera may respond to the notice by mail.

(c) The registered owner of a vehicle is responsible for an infraction under RCW **46.63.030**(1)(e) unless the registered owner overcomes the presumption in RCW **46.63.075**, or, in the case of a rental car business, satisfies the conditions under subsection (2) of this section. If appropriate under the circumstances, a renter identified under subsection (2)(a)(i) of this section is responsible for an infraction.

(d) Notwithstanding any other provision of law, all photographs, microphotographs, or electronic images prepared under this section are for the exclusive use of law enforcement in the discharge of duties under this section and are not open to the public and may not be used in a court in a pending action or proceeding unless the action or proceeding relates to a violation under this section. No photograph, microphotograph, or electronic image may be used for any purpose other than enforcement of violations under this section nor retained longer than necessary to enforce this section.

(e) If a school district installs and operates an automated school bus safety camera under this section, the compensation paid to the manufacturer or vendor of the equipment used must be based only upon the value of the equipment and services provided or rendered in support of the system, and may not be based upon a portion of the fine or civil penalty imposed or the revenue generated by the equipment. Further, any repair, replacement, or administrative work costs related to installing or repairing automated school bus safety cameras must be solely paid for by the manufacturer or vendor of the cameras. Before entering into a contract with the manufacturer or vendor of the equipment used under this subsection (1)(e), the school district must follow the competitive bid process as outlined in RCW **28A.335.190**(1).

(f) Any revenue collected from infractions detected through the use of automated school bus safety cameras, less the administration and operating costs of the cameras, must be remitted to school districts for school zone safety projects as determined by the school district using the automated school bus safety cameras. The administration and operating costs of the cameras includes infraction enforcement and processing costs that are incurred by local law enforcement or local courts. During the 2013-2015 fiscal biennium, the infraction revenue may also be used for school bus safety projects by those school districts eligible to apply for funding from the school zone safety account appropriation in section 201, chapter 306, Laws of 2013.

(2)(a) If the registered owner of the vehicle is a rental car business, the law enforcement agency ¹⁵² shall, before a notice of infraction is issued under this section, provide a written notice to the rental car business that a notice of infraction may be issued to the rental car business if the rental car business does not, within eighteen days of receiving the written notice, provide to the issuing agency by return mail:

(i) A statement under oath stating the name and known mailing address of the individual driving or renting the vehicle when the infraction occurred;

(ii) A statement under oath that the business is unable to determine who was driving or renting the vehicle at the time the infraction occurred because the vehicle was stolen at the time of the infraction. A statement provided under this subsection (2)(a)(ii) must be accompanied by a copy of a filed police report regarding the vehicle theft; or

(iii) In lieu of identifying the vehicle operator, the rental car business may pay the applicable penalty.

(b) Timely mailing of a statement under this subsection to the issuing law enforcement agency relieves a rental car business of any liability under this chapter for the notice of infraction.

(3) For purposes of this section, "automated school bus safety camera" means a device that is affixed to a school bus that is synchronized to automatically record one or more sequenced photographs, microphotographs, or electronic images of the rear of a vehicle at the time the vehicle is detected for an infraction identified in RCW **46.61.370**(1).

[**2013 c 306 § 716**; **2011 c 375 § 2**.]

NOTES:

Effective date—2013 c 306: See note following RCW **47.64.170**.

Intent—2011 c 375: "The legislature recognizes that the safe transportation of children to and from school is a shared responsibility of the school district and the driving public. In order to increase public awareness of their responsibility, it is the intent of the legislature that the state superintendent of public instruction coordinate with school districts and any other relevant agencies who voluntarily choose to participate in a national stop arm violation day annually between March 1st and May 15th." [**2011 c 375 § 1**.]

Index #10

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: February 13, 2017

AGENDA ITEM:	
Lakewood Neighborhood Master Plan – Supplemental Agreement No. 1 to the Professional Services Agreement between the City of Marysville and MAKERS ARCHITECTURE	
PREPARED BY:	DIRECTOR APPROVAL:
Chris Holland, Planning Manager	
DEPARTMENT:	
Community Development	
ATTACHMENTS:	
Supplemental Agreement No. 1 to Professional Services Agreement between City of Marysville and Makers Architecture	
BUDGET CODE:	AMOUNT:
SUMMARY:	

On December 13, 2016, the Marysville Planning Commission held a public hearing recommending staff amend the Lakewood Neighborhood Master Plan incorporating proposed redlines and amendments to the exhibits as presented at the public hearing, prior to forwarding to Marysville City Council for formal review and approval.

Attached is *Supplemental Agreement No. 1 to Professional Services Agreement between the City of Marysville and Makers Architecture*. The supplemental agreement shall not exceed \$2,200.00.

RECOMMENDED ACTION:
Approve Supplemental Agreement No. 1 to Professional Services Agreement between the City of Marysville and Makers Architecture.

**SUPPLEMENTAL AGREEMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND MAKERS ARCHITECTURE**

THIS SUPPLEMENTAL AGREEMENT NO. 1 (“Supplemental Agreement”) is made and entered into this _____ day of _____, 2017, by and between the City of Marysville, a Washington State municipal corporation (“City”) and Makers Architecture, a Washington LLP (“Consultant”).

WHEREAS, the parties hereto have previously entered into an agreement for the Lakewood Neighborhood Master Plan (the “Original Agreement”), said Original Agreement being dated the 22nd day of October, 2014; and

WHEREAS, both parties desire to supplement the Original Agreement, by expanding the Scope of Services to provide for editing and graphic changes as recommended by the staff and Planning Commission for the Lakewood Neighborhood Plan as recommended by the Planning Commission to provide compensation therefore;

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

1. Exhibit A, as referenced and incorporated in Article II of the Original Agreement, “SCOPE OF SERVICES”, shall be supplemented by Exhibit A-1, attached hereto and by this references made part of this Supplemental Agreement No. 1, and a part of the Original Agreement.
2. Section III.3 of the Original Agreement, “TERM”, is amended to add that the parties agree to extend the term of the Original Agreement to terminate at midnight, May 1, 2017.
3. Section IV.1.a of the Original Agreement, “PAYMENTS”, is amended to include the additional Consultant fee of \$42,710.00 and shall read as follows: “In no event shall the compensation paid to Consultant under this Agreement exceed \$44,910.00 without the written agreement of the Consultant and the City.”

The total compensation payable to the Consultant is summarized as follows:

Original Agreement	\$42,710.00
Supplemental Agreement No.1	\$2,200.00
Grand Total	\$44,910.00

4. Each provision of the Original Agreement for Professional Services dated the 22nd day of October 2014, shall remain in full force and effect, except as modified herein.

DATED this _____ day of _____, 2017.

CITY OF MARYSVILLE

MAKERS Architecture

By _____
Jon Nehring, Mayor

By _____
John Owen
Its: Partner MAKERS

ATTEST/AUTHENTICATED:

April O'Brien, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

**Exhibit A-1
Scope of Services**

City of Marysville
Lakewood Neighborhood Master Plan

Supplemental Project Tasks:

Finalize Master Plan

MAKERS will finalize the Master Plan.

Consultant Deliverables

Master Plan for the Lakewood Neighborhood that includes:

- *Amending the DRAFT Master Plan to incorporate redlines, as recommended by the Marysville Planning Commission at the Public Hearing, held on December 13, 2016.*
- *Amending the exhibits and figures contained in the DRAFT Master Plan, as recommended by the Marysville Planning Commission at the Public Hearing, held on December 13, 2016.*

Index #11

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 2/13/2017

AGENDA ITEM: AN ORDINANCE OF THE CITY OF MARYSVILLE, WA, AUTHORIZING THE CITY OF MARYSVILLE TO CONTINUE TO IMPOSE A SALES AND USE TAX AS AUTHORIZED BY RCW 82.14.415 AS A CREDIT AGAINST STATE SALES AND USE TAX; CERTIFYING THE COSTS TO PROVIDE MUNICIPAL SERVICES TO THE CENTRAL MARYSVILLE ANNEXATION AREA; AND SETTING A NEW THRESHOLD AMOUNT FOR FISCAL YEAR 2016 RELATING TO ANNEXATIONS.	
PREPARED BY: Sandy Langdon, Finance Dir. DEPARTMENT: Finance	DIRECTOR APPROVAL:
ATTACHMENTS: Proposed Ordinance	
BUDGET CODE:	AMOUNT:

SUMMARY:

The attached ordinance authorizes the continuance of the current 0.2% state sales and use tax credit as provided by RCW 82.14.415

RCW 82.14.515 allows the City to impose a 0.2% credit against state sales and use tax for annexation populations of at least 20,000 to assist with funding the costs of a newly annexed area, Central Marysville, for a period of ten years. This credit is funded from the State’s portion of sales and use tax (6.5%) and is calculated on the entire City sales and use tax gross receipts

In order to continue receiving the credit the City needs to provide the Department of Revenue a new threshold amount for the next fiscal year, and notice of any applicable tax rate changes. The City estimates the projected cost to be at least \$18,755,015 to provide municipal services to the annexation area which exceeds the projected general revenue to be \$15,416,039 that the City would otherwise receive from the Central Marysville Annexation Area on an annual basis and which results in an estimated revenue shortfall of \$3,338,976. The estimated 0.2% of 2016 retail sales is \$2,226,875.

RECOMMENDED ACTION: Staff recommends Council adopt the ordinance to continue to impose sales and use tax as authorized by RCW 82.14.415 as a credit against state sales and use tax; certifying the costs to provide municipal services to the central Marysville annexation area; and setting a new threshold amount for the fiscal year 2017 relating to annexations.

CITY OF MARYSVILLE
Marysville WA, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, AUTHORIZING THE CITY OF MARYSVILLE TO CONTINUE TO IMPOSE A SALES AND USE TAX AS AUTHORIZED BY RCW 82.14.415 AS A CREDIT AGAINST STATE SALES AND USE TAX; CERTIFYING THE COSTS TO PROVIDE MUNICIPAL SERVICES TO THE CENTRAL MARYSVILLE ANNEXATION AREA; AND SETTING A NEW THRESHOLD AMOUNT FOR FISCAL YEAR 2017 RELATING TO ANNEXATIONS.

WHEREAS, state law authorizes the reallocation of the sales tax already collected by the state to be remitted to the City to assist with funding the costs of certain newly annexed areas; and

WHEREAS, the City Council of the City of Marysville, Washington, adopted its Ordinance No. 2792, annexing the Central Marysville Annexation Area with a population of at least 20,000 people, effective December 30, 2009 (“Central Marysville Annexation Area”); and

WHEREAS, pursuant to RCW 82.14.415, the City is authorized, under the circumstances of this annexation, to impose a sales and use tax as authorized with that tax being a credit against the state tax; and

WHEREAS, with the passage of Ordinance No. 2799 in November 2009, the City imposed such a sales and use tax under RCW 82.14.415 for the Central Marysville Annexation Area; and

WHEREAS, the City Council finds and determines that the projected cost of at least \$18,755,015 to provide municipal services to the annexation area exceeds the projected general revenue estimated to be \$15,416,039 that the City would otherwise receive from the Central Marysville Annexation Area on an annual basis and which results in an estimated revenue shortfall of \$3,338,976; and

WHEREAS, due to said revenue shortfall, the City Council finds that it is appropriate to continue said sales and use tax for the Central Marysville Annexation Area under the authority of RCW 82.14.415.

NOW THEREFORE, the City Council of the City of Marysville, Washington, does ordain as follows:

Section 1. Continuation of sales and use tax under authority of RCW 82.14.415 and Ordinance No. 2799. The continuation of the sales and use tax for the Central Marysville Annexation Area as previously authorized and imposed pursuant to RCW 82.14.415 and Ordinance No. 2799 at a tax rate of 0.2% is hereby authorized and renewed for 2017.

Section 2. Certification of costs to provide municipal services to Central Marysville Annexation Area. In accordance with RCW 82.14.415(9), it is hereby certified that the costs to provide municipal services to the Central Marysville Annexation Area fiscal year 2017 is \$18,755,015.

Section 3. Threshold amount. The threshold amount for the Central Marysville Annexation Area for fiscal year 2017 for imposing the sales and use tax credit under RCW 82.14.415 is \$3,338,976.

Section 4. Effective Date. This Ordinance shall be effective (5) five days following adoption and publication.

PASSED by the City Council and APPROVED by the Mayor this ____ day of February, 2017.

JON NEHRING, Mayor

ATTEST:

APRIL O'BRIEN, Deputy City Clerk

APPROVED AS TO FORM:

Jon Walker, City Attorney

Index #12

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, AMENDING SECTION 2.50.050 TO CLARIFY THE ROLE OF THE SALARY COMMISSION AND REPEALING REIMBURSEMENT FOR MEETINGS.

WHEREAS, section 2.50.050 of the municipal code authorizes reimbursement for Councilmembers for attendance at a variety of meetings; and

WHEREAS, section 2.50.050 of the municipal code directs the Salary Commission to set reimbursements for Councilmembers pursuant to Title 2.51 of the municipal code; and

WHEREAS, Title 2.51 of the municipal code authorizes the Salary Commission to set salaries for Councilmembers but is silent on the subject of reimbursement for meetings; and

WHEREAS, service on the City Council necessarily involves attendance at meetings and participation on boards and commissions; and

WHEREAS, the salary paid to Councilmembers contemplates compensation for such attendance and participation and reimbursement for attendance at meetings is not necessary.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, DO ORDAIN AS FOLLOWS:

SECTION 1. Amendment of Municipal Code. The municipal code is amended as set forth in Exhibit "A."

SECTION 2. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

SECTION 3. Effective Date. This ordinance shall become effective five days after the date of its publication by summary.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2017.

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
APRIL O'BRIEN, DEPUTY CITY CLERK

Approved as to from:

By _____
JON WALKER, CITY ATTORNEY

Date of publication: _____

Effective Date (5 days after publication): _____

EXHIBIT A

2.50.050 Compensation of council members.

Compensation for each council position, whether such position is filled by election or appointment, shall be determined by the salary commission as set forth in Chapter [2.51](#) MMC. In addition to such compensation, all council members shall be entitled to reimbursement for actual and necessary expenses incurred in the performance of the duties of the office. ~~Such reimbursement shall be set by the salary commission as set forth in Chapter [2.51](#) MMC for each of the meetings that are listed below, excluding regular city council meetings and city council work sessions that are immediately after city council meetings, where said council member is acting in the capacity of an official representative of the city, not to exceed 10 meetings per month.~~

~~Unless the council member is being paid for his/her attendance by an organization other than the city, the following shall be considered reimbursable meetings:~~

- ~~(1) Attendance at official functions of the following organizations to which the city belongs: National League of Cities, Association of Washington Cities, Snohomish County Association of Cities and Towns;~~
- ~~(2) Attendance at meetings where the council member is appointed or elected to attend by the mayor, city council, Snohomish County Cities and Towns, Snohomish County executive, Snohomish County council, the Governor, or State Legislature if the reason for the appointment was because the individual is an elected official;~~
- ~~(3) City council workshops, city council retreats, emergency city council meetings, or special city council meetings;~~
- ~~(4) Any functions at which the council member is representing the city at the request of the mayor or by action of the city council;~~
- ~~(5) City facility dedications and city-sponsored graduations and award ceremonies.~~

~~The above list is intended to exclude attendance at political functions.~~